

The Arc of Carroll County Employee Handbook

Table of Contents

<u>Section</u>	<u>Page</u>
Introduction	1
Purpose Statement	
Vision Statement	
Values Statement	
Welcome	
I. Employee Conduct	3
II. Employee Selection and Compensation	5
III. Performance Evaluations	7
IV. Job Classifications, Employee Categories and Pay Considerations	8
V. Vacation and Leave	11
VI. Employee Resignation, Discipline or Dismissal	18
VII. Grievance Procedure	20
VIII. Employee Benefits	21
IX. Statements of Policy	
Equal Employment Opportunity Statement	23
Threats and Violence	25
Harassment	26
Drug and Alcohol Free Workplace	27
Operational Statement of Neglect and Abuse	
Handling Cases of Neglect or Abuse of Individuals	31
Policy of Live-In Family Members and/or Significant Others Of Employees	33
Service of Subpoena/Search Warrant Policy	35

INTRODUCTION

The Arc of Carroll County, Inc. was chartered in 1955 as a nonprofit, charitable organization. The philosophy of The Arc is to plan and implement programs and services for eligible individuals that foster maximum development without discrimination on the basis of race, gender, age, color, creed, national origin, marital status, physical or mental disability, religion, or status veteran.

A volunteer Board of Directors, elected by the General Membership, governs the affairs of and sets policy for The Arc. The Board of Directors serve terms as outlined in The Arc Bylaws.

The Arc Bylaws provide for the establishment of a volunteer Personnel Policy Committee responsible for recommending to the Board of Directors a consistent human resources policy and periodically, updating this policy. The Personnel Policy Committee includes volunteers in the community with expertise in human resources matters. It shall also act in an advisory capacity, when requested by the Executive Director or the Board, in interpreting any special or questionable situation that may develop.

PURPOSE

To support people in their individual pursuit of a fulfilling life

VISION

We are a leading organization that champions for and supports people with developmental disabilities, while cultivating relationships that enrich our community.

VALUES

Innovation – our founders pioneered the opportunities that exist today for people with developmental disabilities. We build on their courageous tradition of innovation and creativity in the design and delivery of our services.

Integrity – we operate with integrity in all that we do – as a service provider, as an employer, and as members of our community.

Respect – we treat everyone with respect. Dignity, choice, ability, privacy and opinion are fundamental principles of who we are.

Quality – we embrace the highest standards in all that we do. Quality in service and character drives our actions and attitudes.

Caring – we act with a genuine spirit of caring. A sincere interest in and concern for the complete well being of all people define our actions.

WELCOME

The employees of The Arc are our greatest assets. For The Arc to accomplish its goals, we must attract, motivate, develop, and retain qualified employees. To assist in this effort, we set forth Human Resources policies to provide a framework to help us all work together productively and creatively, in an environment that gives every employee the opportunity to be successful and to contribute the employee's qualifications to the mission of The Arc.

This Handbook has been designed to provide you with a guide to many of our current Human Resources policies, as established by the Personnel Policy committee in accordance with The Arc Bylaws, and approved by the Board of Directors. We could not begin to explain every human resources policy in this Handbook, and its provisions can be construed as no more than general statements about the policies they address. Therefore, you should not consider this Handbook to be the total and complete statement of policies of The Arc, nor should you consider it to impose any duties of care or obligations on The Arc.

As your employer, The Arc may choose, from time to time, to supplement, modify, or eliminate any of our benefits, work rules, and policies, including those in this Handbook, and The Arc reserves the right to exercise its discretion to make such changes, deletions, or additions unilaterally and without prior notice. The Executive Director ultimately is responsible for the adoption and execution of all Human Resources policies and procedures. The Executive Director has the authority to review, revise, delete, or interpret the policies and procedures defined in this guide, and all office policies and procedures, at his/her discretion.

As changes occur, you will generally be notified in writing and within a reasonable timeframe.

If you have any questions as to the interpretation or application of any specific section of the Handbook, or any other matters that have not been covered herein, you should consult your supervisor, Department Director, Human Resources Director, or the Executive Director, as appropriate.

Finally, this Handbook does not constitute an express or implied contract of employment, and no person at The Arc, other than the Executive Director, is authorized to enter into an employment contract. Notwithstanding anything that may appear in this Handbook or any other publication, your employment with The Arc is on an at-will basis, which means that you have the right to terminate your employment relationship with The Arc with or without reason or notice at any time, and The Arc has the right to terminate its employment relationship with you with or without reason or notice at any time.

I. EMPLOYEE CONDUCT

A. Staff responsibilities with respect to the public:

1. All staff members and volunteers are considered representatives of The Arc in their contacts with the public. Staff is expected to practice courtesy and exercise good judgment in all such contacts and to render every possible consideration to persons seeking information or services from The Arc.
2. All staff members shall demonstrate concern for individuals in need of services; all questions, suggestions, and criticisms about services shall be received and acknowledged graciously. When a staff member feels incapable of answering such questions, suggestions, and criticisms, it is his/her responsibility to refer them to the proper person so that accurate and complete answers may be given. If it is impossible to provide an immediate answer, the inquiring person or organization should be informed of when an answer may be expected. The Executive Director must be notified immediately of all complaints received.
3. The Executive Director, designated employees, committee chairpersons, or designated members from the Board of Directors may accept donations of money, gifts or services intended solely for The Arc, its services and programs. Staff members of The Arc are prohibited from charging, requesting, or receiving any fee, gift, reward or payment of any kind from any person, firm or organization for services rendered by him/her as a representative of The Arc. Any gifts valued at \$25.00 or less, given willingly or unsolicited, in appreciation for care are excluded from this prohibition. When members are offered honoraria for professional or consultative services, rendered to teaching institutions and/or organizations, approval shall be secured from the Executive Director in advance.
4. Employees are strictly prohibited from appearing on broadcast programs on behalf of The Arc, from releasing agency information to any newspaper or any radio or television station, or otherwise disseminating information to the general public, except through the Executive Director, or with his/her knowledge and approval.
5. All inquiries regarding persons now employed, or formerly employed, must be referred to the Human Resources Director. In response to such inquiries, The Arc will verify dates of employment, job title, and status (full-time, part-time, etc.). Salary information will be released only with the specific written authorization of the employee. If an inquiry is received from law enforcement or other government agency, e.g. unemployment insurance, The Arc will provide access to any information that may have a bearing on the outcome of the inquiry/investigation.
6. Each staff member shall demonstrate concern for the welfare, safety and development of each consumer placed in the care of The Arc. Factors concerning the development and training of any consumer or the social history of his parent or guardian shall be considered confidential.
7. All relationships between supervisors, employees, and consumers shall be maintained in a professional manner.
8. All personnel matters regarding staff and consumers and all business matters of The Arc shall be considered confidential. Employees are prohibited from disclosing any information about any former or current employee, former or current consumer, or any

information about The Arc to anyone, except to a present employee, officer, or board member with a clear business need to know, without the express written consent of the Executive Director. Any employee who breaches confidentiality will be subject to disciplinary action up to and including termination.

9. The Arc provides numerous resources for all employees to assist them in the conduct of business. These include, but are not limited to, office equipment (e.g. telephone, computers, copiers) and office resources (e.g. internal and external mail processing, inter-office correspondence, reports, files, e-mail and Internet access, and stationery). These resources are the property of The Arc. Therefore, they are to be used for the conduct of business of The Arc, and not for personal business.
10. The communications systems of The Arc are not to be used to create any offensive, improper, or disruptive messages. Among those which are considered offensive are any messages which contain: sexual implications, racial slurs, gender-specific comments, or any other comment that offensively addresses someone's age, sexual orientation, religious or political beliefs, national origin, or disability.
11. No employee of The Arc will knowingly and willfully represent, or transact business on behalf of, the organization without the authority to do so as outlined under Duties and Responsibilities listed within his/her job description unless explicit authority to do so has been granted by the Executive Director.
12. All personnel shall treat consumers enrolled in The Arc service programs with highest regard, personal dignity, and consideration. Under no circumstances are consumers to be harassed, belittled, ridiculed or dealt with in a manner that could prove detrimental to their rehabilitation or development. All cases of such mistreatment shall be reported to the Executive Director. (Procedures set forth in the Operational Statement on Neglect and Abuse shall be followed.)
13. In order to promote the safety and well being of our individuals served, The Arc may conduct video, photo, or audio surveillance on staff and/or volunteers at any point during a scheduled shift. Information gathered may be turned over to law enforcement officials if appropriate.

B. Office Practices:

1. The use of The Arc's telephone during business hours for personal calls is not prohibited, but it is important that such calls be kept to a minimum. Employees are prohibited from charging personal long distance calls on agency phones. Employees residing in The Arc homes will be billed for their personal long distance calls.
2. Employees are requested to have their personal mail sent to their home address.
3. When personal mail is received at the office, care will be taken to deliver it to the addressee unopened; however, The Arc can assume no responsibility for personal mail.
4. The use of personal cell phones at work, during business hours, is to be kept to a bare minimum, preferably in emergency situations only.

C. Smoke Free Workplace

1. The Arc of Carroll County maintains a smoke free workplace. Smoking is prohibited in all workplace areas. The Arc workplace includes, but is not limited to, all motor vehicles owned and/or operated by The Arc, all residences owned and/or operated by The Arc, the Recycling Center office, and all areas of The Albright Building.

II. EMPLOYEE SELECTION AND COMPENSATION

- A. Executive Director - The Executive Director shall be selected by a committee comprised of a representative of the Personnel Policy Committee and the Executive Committee, with the approval of the Board of Directors. When the Executive Director will be away from the office, or absent for an extended period of time, he may appoint a department director to serve in an acting capacity.
- A. Other Employees - The Executive Director shall approve the selection of employees for all positions that have been budgeted for and approved by The Arc Board of Directors.
- B. The following practices apply to the recruitment and selection process:
 - 1. The best-qualified person shall be selected to fill any vacant position. The selecting official shall consider qualified people presently employed by The Arc, as well as applicants outside The Arc.
 - 2. Qualified applicants must meet the requirements and be able to perform the duties of the position as outlined in the job description.
 - 3. Positions will be filled without regard to race, religion, gender, age, color, disability, veteran status, national origin, marital status, citizenship status, sexual orientation, or other legally protected category.
 - 4. When a position becomes available, consideration will be given as to how best to recruit for the position. Methods utilized may include one or more of the following: internal posting, newspaper advertising, circulation of flyers to community organizations and to local and state agencies; posting on The Arc website and Internet job boards, and employee referrals. Selection will be based on the qualifications of the job as stated in the job description, and on the applicants' abilities to perform the essential functions of the job with or without reasonable accommodation.
 - 5. The Personnel Policy Committee may, from time-to-time, prescribe tests or examinations for determining qualifications for any position to be filled.
- C. All new employees are considered to be in a training status for the first 90 days of employment.
- D. Employees of The Arc whose duties require them to be bonded will be bonded at the expense of The Arc.
- E. Hiring of an applicant convicted of a sexual offense or common law assault and battery is prohibited.
- F. All prospective employees must submit to a background check as required by state law. Consistent with State law, any person who has a criminal history which would indicate behavior potentially harmful to individuals will not be employed

G. Compensation

1. The Human Resources Director, subject to approval by the Executive Director, Personnel Policies Committee and the Board of Directors, shall establish the salary level or rate of pay for each position.
2. New employees will be paid at a rate of pay within the established salary range and consistent with any established hiring rates for their position. Upon approval of the Executive Director, a new employee may be paid at a higher rate.
3. When an employee is promoted to a vacant position of a higher level, he/she may receive a promotional increase consistent with the position and other similarly situated employees in that position.
4. When an employee moves to a position of a lower level, his/her base rate of pay may be reduced to be consistent with prevailing pay rates for the lower-level position

I. Garnishment or Levy of Wages

1. The Arc is legally obligated to administer garnishments and other court ordered attachments to employee wages. The Arc will follow State and Federal guidelines as to the withholding process of these obligations. The Arc will notify the employee when a garnishment or levy notice is received.

J. Reduction in Staff

1. When it becomes necessary for The Arc to reduce staff positions, it is the policy of the agency to offer to the individual whose position is eliminated any position vacant at that time, for which the employee is qualified.

K. Training Period

1. You will be considered to be in a training period at the beginning of employment, to allow you and your supervisor the opportunity to determine whether your employment satisfies current needs. Obviously, your employment may be terminated at your option or ours before the end of this period. Near the end of your training period, your supervisor will discuss your performance with you, and a decision will be made about continuing the training period, or terminating the employment relationship. The Executive Director, based upon the recommendation and input of your supervisor, will make this decision.
2. Completion of the training period and granting of regular status does not result in any change to the employment at will relationship described earlier in this handbook.

III. ANNUAL PERFORMANCE EVALUATION

- A. Each employee will have his/her performance reviewed annually, or more frequently if deemed necessary by the Executive Director. The review will be completed by each employee's immediate supervisor and include an assessment of the employee's strong and weak points, as well as recommendations for improvement. The appraisal must be discussed with the employee and put in written form. A copy of the written appraisal will become a part of the permanent personnel file of The Arc.**

IV. JOB CLASSIFICATIONS, EMPLOYEE CATEGORIES, AND PAY CONSIDERATIONS

A. Exempt and Non-Exempt Classifications

1. Jobs are classified as “Exempt” or “Non-exempt” according to Federal and State Wage and Hour laws. Non-exempt employees are paid on an hourly basis, and will receive overtime pay for all hours worked in a workweek beyond 40 hours, as defined in the section “Overtime Pay”. Exempt employees are not eligible to receive overtime pay.
2. All exempt staff is employed with the understanding that some travel, evening, and weekend work are necessary requirements of the position.

B. Employee Categories

1. Employees who are regularly scheduled to work 40 hours per week, on a year-round basis, and are designated as being in a full-time budgeted position, are defined as “full-time” employees. Full-time employees are eligible for vacation, personal day, paid holiday, and sick leave benefits, as well as group life and health insurance, disability insurance, and participation in the tax-deferred retirement program (403B plan).
2. Employees who are regularly scheduled to work less than 40 hours per week, or are in a position not designated as a full-time budgeted position, and/or employees who are regularly scheduled to work any number of hours per week on a less than year-round basis (e.g. on a school-year basis) are defined as “part-time” employees. Part-time employees may be eligible to receive a limited benefit package, depending on the number of hours they are regularly scheduled to work on a workweek basis.

C. Pay Considerations

1. Differential Rates of Pay – differential rates of pay are provided in certain circumstances, based upon the nature of the work being performed. Certain Transportation Department staff receives either a \$1.00 per hour or \$2.00 per hour differential in addition to their hourly (base) rate of pay, while certain Community Living Department staff receives a \$1.50 per hour differential. Please note that if you work in a position that receives an hourly differential, the differential will not be paid for any time spent in training classes, nor for vacation leave, sick leave or holidays; only the base rate will apply.
2. Overtime – non-exempt employees will be compensated at the rate of 1.5 times their normal hourly rate for all hours worked over 40 in a particular workweek. For employees who are paid a base rate of pay plus differential, overtime pay will be at (base rate + \$1.50) x 1.5. For employees who work in two different positions/locations at two different rates of pay during the same pay period, and who earn overtime pay in that pay period, overtime will be calculated using a weighted average formula.

An illustration of this Weighted Average overtime calculation follows:

Presumed for calculation: Employee works 30 hours in pay week as a Community Living Assistant at base rate of \$8.76 per hour, and 20 hours in same pay week as a Support Services Aide at base rate of \$9.71 per hour, for a total of 50 hours worked in the work week.

Calculation:

30 hrs. X \$8.76 = \$262.80

20 hrs. X \$9.71 = \$194.20

Total non-overtime pay = \$457.00

\$457.00 (total non-overtime pay) divided by 50 (total hours worked) = \$9.14 AVERAGE HOURLY WAGE

\$9.14 divided by 2 = \$4.57 HALF-TIME OVERTIME RATE PER HOUR OF OVERTIME WORKED

\$4.57 (overtime hourly rate) X 10 (# of overtime hours worked) = \$45.70 (total overtime pay)

\$457.00 (total non-overtime pay) + \$45.70 (total overtime pay) = \$502.70 (total gross pay for the work week)

Your supervisor requires prior approval of overtime before working any overtime. Employees who work overtime without prior approval may be subject to disciplinary action.

3. Hours of Work – your supervisor will explain your hours of work to you prior to, and on, your date of hire. If you are unable to work your scheduled hours on any day, you are expected to notify your supervisor as soon as you are aware of the matter. For unscheduled, unplanned absences or tardiness, you are expected to notify your supervisor at least 1 hour prior to your scheduled start time, so that provisions for coverage can be made. Please check with your supervisor to see if your department has any further requirements for early notification of an unscheduled, unplanned absence or lateness.
4. Please note that hours paid as vacation, personal, sick, and/or holiday, will not be considered “hours worked” for the purpose of calculating overtime pay.
5. Time Sheets – non-exempt employees must record the start and end times of each work day on a time sheet. Time sheets are official Agency records, and care must be exercised in recording the hours worked, overtime hours, and absences. Employees are not to make any entries on the time sheets of another employee. Violations of this policy, together with any other forms of falsification of time sheets, are considered a serious offense subject to immediate termination of employment. Exempt employees are not required to complete time sheets on a daily basis. Exempt employees are required to record full days of absence, together with the appropriate reason for leave, on a time record.
6. Employees who work with more than one consumer in Family and Individual Support Services, or who work a combination of a residence and an FISS or CSLA consumer, must complete a separate time sheet for each residence and/or consumer served.
7. All time sheets must be submitted to your supervisor by 10:00 a.m. on the Monday of each pay week. If The Arc offices are closed on that day, time records must be submitted by 10 a.m. on the next business day that The Arc is open.
8. Full-time employees will not be permitted to charge time off to earned leave when their regular full-time schedule is worked, regardless of where those hours are worked.
9. Full-time employees who work fewer hours than their standard schedule must use earned leave to bring their weekly total of paid hours up to their standard schedule (not to exceed 40).

10. Excessive use of leave without pay or not reporting for scheduled hours may result in review and possible disciplinary action. Part-time status is still considered a regularly scheduled position and employees are expected to work their scheduled hours.
11. You are responsible for submitting your time sheets in a timely manner to the coordinator/RA/supervisor of the department. The deadline is 10:00 a.m. on the Monday of each pay week. Timesheets that are turned in late will not be processed until the following pay period.
12. Scheduling “back-to-back” shifts will no longer be allowed. For instance, if you are scheduled at a residential unit from 6:00 a.m. to 9:00 a.m., and then scheduled to work in the day program from 9:00 a.m. to 3:00 p.m., there is no time allowed for travel. Either the residence or the day program will be shorted the amount of time it takes the employee to travel between the two locations. Therefore, in this example, the employee would not be able to be scheduled to start in the day program before 9:15 a.m., allowing for reasonable travel time.
13. Pay Frequency and Paycheck Distribution –Employees are paid every other week on Friday, resulting in 26 pays per year. Paychecks issued on Friday will include all hours worked up to and including the previous Friday, as well as any overtime earned in the same pay period. If the normal payday falls on an Agency-recognized holiday, pay stubs for those with direct deposit will be distributed one workday prior to the aforementioned schedule. Under no circumstances will The Arc release any paychecks prior to the actual pay date.
14. You may pick up your paycheck at the Albright building on payday, after 12:00 p.m. By express arrangement, Community Living employees may pick up their paycheck at the residence where they work. Paychecks not picked up by close of business (normally 5:00 p.m.) on pay Fridays will be mailed to the employee’s residence.
15. In the event of a lost paycheck, you must notify the Director of Human Resources or Finance Department in writing as soon as possible before a replacement check can be issued. In the event the lost paycheck is recovered and the endorsement on the check is identified as yours, you must remit the amount of the paycheck to the Director of Human Resources or Finance Department within 24 hours of the time the remittance is demanded. A single occurrence of a lost paycheck will not incur any replacement fee. For subsequent occurrences of a lost paycheck within a rolling 6-month period of any first occurrence, you will be charged The Arc’s fee for stop payment of the original check.
16. A statement of earnings is given to employees each pay period indicating Gross Pay, Statutory Deductions, and Voluntary Deductions. The amount of Statutory (Federal and State) Deductions is affected by the number of exemptions claimed on the relevant Withholding Allowance forms. If your marital status changes, or if the number of exemptions previously claimed increases or decreases, a new Withholding Allowance form may be completed by requesting the form(s) from the Human Resources Director. Whether you are entitled to claim a certain number of allowances or exemptions from withholding is subject to review by the IRS. Therefore you may be asked to quantify and verify exemptions that appear to be more than average.
17. Salary advances are not permitted.

V. VACATION AND LEAVE PLAN

A. General

1. Although leave for full-time employees begins accruing with the first day they begin full-time employment, it cannot be utilized until six months of satisfactory continuous service has been met unless noted to the contrary below. If leave is required before such time or before accrual of the necessary amount, time off may be taken without pay if approved by the employee's supervisor. Leave will accrue at the end of each month.
2. All leave, earned and used, must be approved by the appropriate supervisor and recorded on the time and attendance record for the payroll period in which the leave is taken.
3. The notation on the time sheet must include the amount of time used and an indication as to the appropriate leave category to which the time should be charged (sick, personal, vacation, etc.).

B. Vacation Leave

1. Full-time employees shall be eligible for time off from work with pay based on the following tabulation of service years:

Years of continuous service **

Under 1 year:	6 days per year
1 to 2 years:	12 days per year
3 to 5 years:	15 days per year
6 to 10 years:	18 days per year
11 to 15 years:	22 days per year
16 to 20 years:	26 days per year
21+ years:	30 days per year

2. If an employee leaves The Arc's employ and is later re-hired, the most recent date of hire will be the starting point upon which years of continuous service is calculated.
3. Maximum accrued vacation is limited to 240 hours per fiscal year. If, at the end of the fiscal year, an employee has accrued more than 240 hours, the amount over 240 will be forfeited.
4. Requests to use vacation leave in excess of two (2) consecutive days must be in writing to the Department Director at least two weeks in advance. Requests for less than 2 consecutive days should be made to the Department Director at least 2 days in advance. The Executive Director will retain the right to make exceptions in emergency situations.
5. Use of leave is authorized only through written approval in advance.
6. Requests for leave may be denied based on the needs of the agency and/or the department. Priority will be given to the earliest request received.
7. In the event of two requests made at the same time, priority will be given to the employee with greater seniority. Approval of leave may be withdrawn based on the changing needs of the agency.

C. Holiday Leave

1. Full-time employees (regardless of length of service) will be entitled to time off with pay for the 12 holidays listed below. If any of the holidays fall on a Saturday or Sunday, refer to the holiday schedule for the date observed.

New Years Day	Independence Day
Martin Luther King's Birthday	Labor Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving
Easter Monday	Christmas Eve
Memorial Day	Christmas Day

NOTE: If a non-exempt employee must work on one of the above-designated holidays, he/she will be paid double-time for the hours worked. (Regular pay for hours worked, plus 8 hours holiday pay.)

D. Personal Leave

1. After one year of satisfactory service, employees shall be eligible for two additional pre-planned leave days per year for the conduct of personal business. To obtain the use of these days an employee must first secure the approval of his supervisor. Personal leave days cannot be accumulated.

E. Sick Leave

1. Full-time employees are entitled to sick leave for use in the following circumstances:
 - a. When it is established that an employee is incapacitated for the performance of assigned duties because of illness or injury.
 - b. For medical, dental or optical examination or treatment.
 - c. In any year, up to five days may be used for the illness of a spouse or child.
2. Sick leave will accrue at the rate of 6.6 hours per month (10 days per year) and can be accumulated for a maximum of 45 working days to cover long-term illnesses. Unused sick leave will not be reimbursed when employment is terminated.
3. The immediate supervisor must approve sick leave. The employee must forward a certification from a physician for absences of 5 or more consecutive days, evidencing that he/she is unable to perform assigned duties. The supervisor may require a physician's statement for absences of less than 5 consecutive days at his/her discretion.
4. If an employee absent due to sickness exhausts accumulated sick leave, he/she can request the use of accrued vacation and/or personal leave to cover the absence. After all accumulated leave (sick, vacation or personal) has been exhausted, an employee can request advanced sick leave. In considering a request for advanced sick leave, the supervisor will consider such facts as the prospects of the employee returning to work, the employee's work record, conduct, etc. The immediate supervisor can approve up to three (3) days advanced sick leave and the Executive Director can advance up to an additional three (3) days of sick leave.

F. Family and Medical Leave

The Arc of Carroll County, Inc. will comply with the Family and Medical Leave Act implementing Regulations as revised effective January 16, 2009. The company posts the mandatory FMLA Notice and upon hire provides all new employees with notices required by the U.S. Department of Labor (DOL) on Employee Rights and Responsibilities under the Family and Medical Act

The function of this policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law.

If you have any questions, concerns, or disputes with this policy, you must contact [insert name and contact info for appropriate person] in writing.

A. General Provisions

Under this policy, The Arc will grant up to 12 weeks (or up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness) during a 12-month period to eligible employees. The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy.

B. Eligibility

To qualify to take family or medical leave under this policy, the employee must meet all of the following conditions:

- 1) The employee must have worked for the company for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed seven years. Separate periods of employment will be counted if the break in service exceeds seven years due to National Guard or Reserve military service obligations or when there is a written agreement, including a collective bargaining agreement, stating the employer's intention to rehire the employee after the service break. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.

- 2) The employee must have worked at least 1,250 hours during the 12-month period immediately before the date when the leave is requested to commence. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.

3) The employee must work in a worksite where 50 or more employees are employed by the company within 75 miles of that office or worksite. The distance is to be calculated by using available transportation by the most direct route.

C. Type of Leave Covered

To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

- 1) *The birth of a child and in order to care for that child.*
- 2) *The placement of a child for adoption or foster care and to care for the newly placed child.*
- 3) *To care for a spouse, child or parent with a serious health condition (described below).*
- 4) *The serious health condition (described below) of the employee.*

An employee may take leave because of a serious health condition that makes the employee unable to perform the functions of the employee's position.

A serious health condition is defined as a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition that requires continuing care by a licensed health care provider.

This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition that would result in a period of three consecutive days of incapacity with the first visit to the health care provider within seven days of the onset of the incapacity and a second visit within 30 days of the incapacity would be considered a serious health condition. For chronic conditions requiring periodic health care visits for treatment, such visits must take place at least twice a year.

Employees with questions about what illnesses are covered under this FMLA policy or under the company's sick leave policy are encouraged to consult with the Human Resource Director.

If an employee takes paid sick leave for a condition that progresses into a serious health condition and the employee requests unpaid leave as provided under this policy, the company may designate all or some portion of related leave taken as leave under this policy, to the extent that the earlier leave meets the necessary qualifications.

5) *Qualifying exigency leave for families of members of the National Guard and Reserves when the covered military member is on active duty or called to active duty in support of a contingency operation.*

An employee whose spouse, son, daughter or parent either has been notified of an impending call or order to active military duty or who is already on active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service. The qualifying exigency must be one of the following: 1) short-notice deployment, 2) military

events and activities, 3) child care and school activities, 4) financial and legal arrangements, 5) counseling, 6) rest and recuperation, 7) post-deployment activities and 8) additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

The leave may commence as soon as the individual receives the call-up notice. (Son or daughter for this type of FMLA leave is defined the same as for child for other types of FMLA leave except that the person does not have to be a minor.) This type of leave would be counted toward the employee's 12-week maximum of FMLA leave in a 12-month period.

6) Military caregiver leave (also known as covered service member leave) to care for an ill or injured service member.

This leave may extend to up to 26 weeks in a single 12-month period for an employee to care for a spouse, son, daughter, parent or next of kin covered service member with a serious illness or injury incurred in the line of duty on active duty. Next of kin is defined as the closest blood relative of the injured or recovering service member.

D. Amount of Leave

An eligible employee can take up to 12 weeks for the FMLA circumstances (1) through (5) above under this policy during any 12-month period. The company will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the company will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

An eligible employee can take up to 26 weeks for the FMLA circumstance (6) above (military caregiver leave) during a single 12-month period. For this military caregiver leave, the company will measure the 12-month period as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

If a husband and wife both work for the company and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition, the husband and wife may only take a combined total of 12 weeks of leave. If a husband and wife both work for the company and each wishes to take leave to care for a covered injured or ill service member, the husband and wife may only take a combined total of 26 weeks of leave.

E. Employee Status and Benefits During Leave

While an employee is on leave, the company will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the company will require the employee to reimburse the company the amount it paid for the employee's health insurance premium during the leave period.

Under current company policy, the employee pays a portion of the health care premium. While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in the Accounting Department by the _____ day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave. The employer will provide 15 days' notification prior to the employee's loss of coverage.

If the employee contributes to a life insurance or disability plan, the employer will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits and pay his or her portion of the premiums, or the employer may elect to maintain such benefits during the leave and pay the employee's share of the premium payments. If the employee does not continue these payments, the employer may discontinue coverage during the leave. If the employer maintains coverage, the employer may recover the costs incurred for paying the employee's share of any premiums, whether or not the employee returns to work.

F. Employee Status After Leave

An employee who takes leave under this policy may be asked to provide a fitness for duty (FFD) clearance from the health care provider. This requirement will be included in the employer's response to the FMLA request. Generally, an employee who takes FMLA leave will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The position will be the same or one that is virtually identical in terms of pay, benefits and working conditions. The company may choose to exempt certain key employees from this requirement and not return them to the same or similar position.

G. Use of Paid and Unpaid Leave

An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all paid vacation, personal or sick leave prior to being eligible for unpaid leave. Sick leave may be run concurrently with FMLA leave if the reason for the FMLA leave is covered by the established sick leave policy.

Disability leave for the birth of the child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA. For example, if an employer provides six weeks of pregnancy disability leave, the six weeks will be designated as FMLA leave and counted toward the employee's 12-week entitlement. The employee may then be required to substitute accrued (or earned) paid leave as appropriate before being eligible for unpaid leave for what remains of the 12-week entitlement. An employee who is taking leave for the adoption

or foster care of a child must use all paid vacation, personal or family leave prior to being eligible for unpaid leave.

An employee who is using military FMLA leave for a qualifying exigency must use all paid vacation and personal leave prior to being eligible for unpaid leave. An employee using FMLA military caregiver leave must also use all paid vacation, personal leave or sick leave (as long as the reason for the absence is covered by the company's sick leave policy) prior to being eligible for unpaid leave.

H. Intermittent Leave or a Reduced Work Schedule

The employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill service member over a 12-month period).

The company may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances of when leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care.

For the birth, adoption or foster care of a child, the company and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.

If the employee is taking leave for a serious health condition or because of the serious health condition of a family member, the employee should try to reach agreement with the company before taking intermittent leave or working a reduced hour schedule. If this is not possible, then the employee must prove that the use of the leave is medically necessary.

I. Certification for the Employee's Serious Health Condition

The company will require certification for the employee's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Medical certification will be provided using the DOL Certification of Health Care Provider for Employee's Serious Health Condition

The company may directly contact the employee's health care provider for verification or clarification purposes using a health care professional, an HR professional, leave administrator or management official. The company will not use the employee's direct supervisor for this contact. Before the company makes this direct contact with the health care provider, the employee will be given an opportunity to resolve any deficiencies in the medical certification.

In compliance with HIPAA Medical Privacy Rules, the company will obtain the employee's permission for clarification of individually identifiable health information.

The company has the right to ask for a second opinion if it has reason to doubt the certification. The company will pay for the employee to get a certification from a second doctor, which the company will select. The company may deny FMLA leave to an employee who refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If necessary to resolve a conflict between the original certification and the second opinion, the company will require the opinion of a third doctor. The company and the employee will mutually select the third doctor, and the company will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

J. Certification for the Family Member's Serious Health Condition

The company will require certification for the family member's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Medical certification will be provided using the DOL Certification of Health Care Provider for Family Member's Serious Health Condition.

The company may directly contact the employee's family member's health care provider for verification or clarification purposes using a health care professional, an HR professional, leave administrator or management official. The company will not use the employee's direct supervisor for this contact. Before the company makes this direct contact with the health care provider, the employee will be given an opportunity to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rules, the company will obtain the employee's family member's permission for clarification of individually identifiable health information.

The company has the right to ask for a second opinion if it has reason to doubt the certification. The company will pay for the employee's family member to get a certification from a second doctor, which the company will select. The company may deny FMLA leave to an employee whose family member refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If necessary to resolve a conflict between the original certification and the second opinion, the company will require the opinion of a third doctor. The company and the employee will mutually select the third doctor, and the company will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

K. Certification of Qualifying Exigency for Military Family Leave

The company will require certification of the qualifying exigency for military family leave. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification of Qualifying Exigency for Military Family Leave.

L. Certification for Serious Injury or Illness of Covered Service member for Military Family Leave

The company will require certification for the serious injury or illness of the covered service member. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification for Serious Injury or Illness of Covered Service member.

M. Recertification

The company may request recertification for the serious health condition of the employee or the employee's family member no more frequently than every 30 days and only when circumstances have changed significantly, or if the employee receives information casting doubt on the reason given for the absence, or if the employee seeks an extension of his or her leave. Otherwise, the company may request recertification for the serious health condition of the employee or the employee's family member every six months in connection with an FMLA absence. The company may provide the employee's health care provider with the employee's attendance records and ask whether need for leave is consistent with the employee's serious health condition.

N. Procedure for Requesting FMLA Leave

All employees requesting FMLA leave must provide verbal or written notice of the need for the leave to the HR director. Within five business days after the employee has provided this notice, the HR director will complete and provide the employee with the DOL Notice of Eligibility and Rights.

When the need for the leave is foreseeable, the employee must provide the employer with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave less than 30 days in advance, the employee must provide notice of the need for the leave either the same day or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with the company's usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances.

O. Designation of FMLA Leave

Within five business days after the employee has submitted the appropriate certification form, the HR director will complete and provide the employee with a written response to the employee's request for FMLA leave using the DOL Designation Notice.

P. Intent to Return to Work From FMLA Leave

On a basis that does not discriminate against employees on FMLA leave, the company may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

G. Leave of Absence

1. The Executive Director may grant a Leave of Absence to any employee who has more than one year of service and who finds it necessary to temporarily discontinue his employment for military service, or any other reason not specifically addressed by the policy, considered adequate in the opinion of the Personnel Policy Committee. All such requests shall be made to the Executive Director in writing, accompanied by a recommendation of the immediate supervisor. The request may be reviewed with the Personnel Policy Committee. During such leave of absence, no pay or benefits shall accrue, except that which is required by Federal or State law; however, all such approved leaves of absence shall be considered no break in length of service with The Arc.

H. Bereavement Leave

1. Time off requested for a death in an immediate family will not be charged to annual leave or personal leave. (Immediate family for this purpose shall be spouse, mother, father, son, daughter, brother, sister, father-in-law, mother-in-law, grandparent of an employee or his/her spouse, sister-in-law, or brother-in-law of an employee.) The immediate supervisor shall approve all such time off. All pay and other accrued benefits shall continue during such leave. Bereavement leave shall normally be limited to three (3) working days. The Executive Director may grant up to five (5) working days of bereavement leave.
2. Leave to attend a funeral service for other than immediate family members must also be approved by the immediate supervisor and will be charged to annual or personal leave.
3. Such leave shall be used within five (5) days of the death.

I. Extended Medical Leave

1. With the exception of situations covered under the Family and Medical Leave Act, extended medical leave may be charged to sick leave to the extent of an employee's accrued sick leave. An additional six (6) months leave, without pay, shall be granted if such is prescribed necessary by a physician for reason of health of an employee or newborn child. The employee should submit a written request supported by certificate from a physician authenticating the need for additional leave.
2. Insurance benefits will continue to be provided for a period of six months; insurance benefits will be available through COBRA after six months.

J. Jury Leave and Military Leave

- a. Time off will be granted for these purposes. Payment shall be made to an employee for the difference in the amount received from such jury or military duty and the employee's normal salary. All other benefits will continue during such leave. The Arc is committed to abiding by the regulations of the Uniformed Services Employment and Re-employment Act (USERRA).

K. Educational Leave

- a. An employee may be granted leave without pay for educational purposes. Up to six months leave, without pay, shall be granted and insurance benefits will continue to be

provided for a period of six months; insurance benefits will be available through COBRA after six months.

L. Emergency Leave

- a. The Executive Director and President may grant "emergency leave" to employees when events such as floods, snowstorms and other unforeseen events occur.

VI. EMPLOYEE RESIGNATION, DISCIPLINE, OR DISMISSAL

- A. When an employee does not meet The Arc's standards for work performance, conduct, policies and procedures, or similar performance matters, the employee may be terminated or, at the sole and absolute discretion of The Arc, a performance improvement plan may be implemented and appropriate corrective actions may be taken. These actions may include coaching sessions, warnings, suspensions or termination, based on factors such as the severity of the problem.
- B. Where one or more warnings are warranted, employees will be given a copy of the warning, which will contain information such as the nature of the problem and specific expectations for improvement.
- C. Certain critical offenses may lead to immediate termination of employment. Examples of such offenses include, but are not limited to:
 - 1. Failure or refusal to carry out directions or instructions
 - 2. Failure to perform essential job functions
 - 3. Failure to fulfill the responsibilities of the job to an extent that might or does cause injury to a person, or damage to or loss of machinery, equipment, facilities or other property of The Arc.
 - 4. Violation of a safety, fire prevention, health or security rule.
 - 5. Violation of confidentiality; false, fraudulent or malicious statements or actions involving relations with The Arc, another employee, a consumer or any action disloyal to The Arc; falsification of any company document (including time sheets).
 - 6. Harassment/sexual harassment
 - 7. Threatened or actual physical abuse.
 - 8. Carrying a weapon on the job, or at any function or at any facility owned or operated by The Arc.
 - 9. Arrest for certain crimes.
 - 10. Criminal conviction of any nature.
 - 11. Bringing onto The Arc's premises or property, or at any function sponsored by The Arc, consuming, transferring, selling or attempting to sell alcohol or any illicit controlled substance.
 - 12. Refusing or failing to cooperate with or submit to questioning, medical or physical tests, examinations, or security-related inspections.
 - 13. Abuse of leave policy
 - 14. Absence from work for two consecutive days without proper notification.
- D. All new employees, when initially hired, are considered to be in training and during this period the employee may be dismissed without cause.
- E. Termination Procedure
 - 1. Should a full-time employee's service be terminated, he/she is entitled to be paid for accrued vacation leave, but not accrued sick or personal leave.
 - 2. Full-time employees terminating employment have the right to purchase insurance at their own expense at the group rate in compliance with the Consolidation Omnibus Budget Reconciliation Act (COBRA).

F. Resignation Procedure

1. All employees are expected to give two weeks notice of resignation, in writing.
2. Department directors and other supervisors are asked to give as much notice as is possible.
3. During the resignation period, employees are expected to work their full schedule.

VII. GRIEVANCE PROCEDURE

If you have a question regarding work procedures, job duties, personnel policies or interpretations thereof, or any other matter regarding your employment with The Arc, you are encouraged to ask your immediate supervisor for assistance in better understanding the matter. If you have further questions, you are encouraged to utilize an appropriate chain of command by then presenting the matter to the next level supervisor, your Department Director, or the Human Resources Director.

After following these steps, if you should continue to have concerns/questions regarding personnel matters that relate to you, then you may present your concerns in writing to the Executive Director. Concerns should be presented in a timely manner.

In the event that you feel that the Executive Director does not satisfactorily resolve your concern, you may present the concern, again in writing, to the Personnel Policy Committee of the Board of Directors. The Committee will review your concern in a timely manner, and provide a decision to you in writing.

The final step in this process will be an opportunity for you to present your concerns to the Executive Committee of the Board of Directors. Again, your request must be timely and in writing. The Executive Committee will review your concern and all prior attempts at resolution, and render a final decision that will be communicated to you in writing.

Current employees as necessary and appropriate may utilize the above grievance procedure. It will not be applicable to situations involving involuntary separation from employment.

VIII. EMPLOYEE BENEFITS

A. Life Insurance

1. Coverage is provided after an employee has attained regular full-time status. The Arc will pay the full cost of the premium.

B. Short-term Disability Insurance

1. Coverage is provided after an employee has attained regular full-time status. The Arc will pay the full cost of the premium.

C. Medical and Other Health and Welfare Benefit Plans

1. Coverage is provided after an employee has attained regular full-time status. The Arc will pay the full cost of the premium for employees and their dependents choosing HMO coverage. Contribution for POS or other types of coverage that may be offered will be required.

D. Retirement

1. Tax deferred annuity programs on a voluntary salary reduction basis is available after an employee has attained regular status. After two (2) years of service The Arc may make a discretionary contribution of a percentage of an employee's annual salary to a tax-deferred annuity program. This percentage will be reviewed annually.

H. Travel Reimbursement

1. Staff members traveling on business for The Arc in their own vehicle will be reimbursed at the current approved rate and actual expense on all other travel items.
2. Other necessary expenses incurred, such as transportation, meals, lodging, or telephone calls in connection with official duty while on a travel assignment are paid by The Arc, as per pre-approved budget and authorized by the Department Director.
3. Properly executed vouchers will support all reimbursements.

I. Tuition Reimbursement

1. To further staff development and professional growth, employees of The Arc will be encouraged to pursue education that enhances their ability to perform the duties of their current position and qualify them for advancement within the organization. When certain criteria are met, The Arc will reimburse a portion of the employee's tuition expenses.
2. Full-time employees who have been employed for at least three months will be eligible for tuition reimbursement consideration within the budget, provided funds are available.
3. An employee applying for tuition reimbursement must show, to The Arc's satisfaction, that the course of study will enhance his/her ability to perform his/her current duties or qualify for advancement within the organization.
4. An employee seeking tuition reimbursement must submit a request prior to the commencement of the course. The Executive Director, upon recommendation of the Department Director, must approve all requests for tuition reimbursement.

5. Upon completion of the course, the employee will submit the final grade report to his/her supervisor. Tuition will be reimbursed based on the grade achieved at the following rates:

Final Grade	% of Tuition Reimbursed
A	75% or maximum of \$350
B	70% or maximum of \$300
C	50% or maximum of \$175

6. Employees must achieve a grade of "C" or better to be eligible for tuition reimbursement
7. Acceptance of tuition reimbursement includes an agreement that the recipient will work at The Arc at least one year beyond the end of the course. In the event the person leaves The Arc prior to that time, the tuition reimbursement will be refunded to The Arc.

IX. STATEMENTS OF POLICY

Equal Employment Opportunity Statement

It is the policy of The Arc of Carroll County, Inc., (hereafter referred to as The Arc) to employ and to advance in employment, any and every qualified disabled individual in accordance with the terms and conditions of the provisions of the Rehabilitation Act of 1973, and as amended in 1974 (Public Law 93-516). As defined in this latter amendment, a disabled individual is "any person who has a physical or mental impairment which substantially limits one or more of such person's major life activities, has a record of such impairment, or is regarded as having such an impairment."

It is further the policy of The Arc that all employment decisions are made in such a way as to assure that no person shall be subjected to adverse discrimination in employment on the basis of race, color, gender, age, national origin, marital status, physical or mental handicap, religion or veteran status.

It is the regular and continuing practice of The Arc not to permit any of the foregoing as eligibility factors for employment in any way, either explicitly or implicitly, except as used for remedial action obligations or voluntary affirmative action efforts. The Arc uses no employment selection criteria that lessen or eliminate favorable employment consideration of any person because of race, color, gender, age, national origin, marital status, physical or mental handicap, religion or veteran status, unless it can be clearly demonstrated that the criterion used is directly job-related for the position in question and alternative criteria are not available and cannot be made available.

The Arc Executive Director has been given the authority and responsibility to assure nondiscrimination in employment and in carrying out the guidelines established in the Personnel Policy that prohibit discrimination on the basis of race, color, gender, age, national origin, marital status, physical or mental handicap, religion or veteran. The Personnel Committee shall act in an advisory capacity when requested by the Executive Director in interpreting any special or questionable situation that may develop.

When job openings occur, announcements are posted internally; ads are placed in local newspapers; online job boards; appropriate professional bulletins if the position merits extensive advertisement; and other appropriate venues. Applicants are screened, interviewed and references are thoroughly checked. The best-qualified person shall be selected to fill any vacant position. The selecting official shall consider qualified people presently employed by The Arc, as well as applicants from outside The Arc.

All new employees are considered to be in a training status: non-administrative staff, three months; administrative staff, six months. At the end of the training period, the employee's immediate supervisor will complete a written performance evaluation and make recommendation regarding whether or not the service of the employee should be continued. The Executive Director will make the determination concerning regular status. After this initial evaluation, employees are evaluated on an annual basis. The Personnel Committee, subject to approval by the Board of Directors, shall establish the salary level or rate of pay in advance for each position.

All full-time employees are granted twelve paid holidays, two personal leave days and sick leave. Paid vacations, ranging from six to twenty-one days per year are granted, depending on length of service. Full-time employees are also eligible to participate in The Arc's benefit plans.

Comprehensive personnel information is maintained on each employee. Personnel files are the property of The Arc and are not available to employees. Employees will be given copies of their job descriptions, wage and benefit information, and written performance evaluations upon request. Training and attendance at conferences is stressed by The Arc and is fully paid for when the budget permits. A tuition reimbursement program, which aids in the cost of education, is also available to full-time employees.

The Arc headquarters is a barrier free facility.

Periodically The Arc informs interested persons and the general public of its work by news releases, local radio coverage, distribution of brochures, speaking engagements and communication with other county and state agencies. Membership in the Carroll County Chamber of Commerce also informs people of the work and facility accommodations.

Threats and Violence

The Arc of Carroll County strives to maintain a safe work environment free from hostile, abusive, and /or criminal behavior, including intimidation, threats or violent acts. This includes, but is not limited to: intimidating, threatening or hostile behaviors, physical abuse, vandalism, arson, sabotage, use of weapons, carrying weapons of any kind on company property or company time, or any other act deemed applicable by the Executive Director and/or Board of Directors. Such an act or behavior will not be tolerated. Management of The Arc has the right to determine when an act or behavior is inappropriate in the workplace and the appropriate employment discipline.

Employees who feel they have been subjected to, or have witnessed, any of the behaviors listed above shall immediately report the incident to the Executive Director. All complaints will be investigated. Based on the results, disciplinary action may be taken against the offender, if appropriate. Employees are empowered to contact the proper law enforcement authorities without first informing management if they believe there is an immediate threat to the safety of others, and should then immediately notify management of the action taken.

The Arc has the right to search any property owned by The Arc, including computers, lockers, desks, any company vehicle, and residences owned by The Arc. If deemed necessary by management, the proper law enforcement authorities will be notified and permitted to join in the search.

Any illicit articles discovered will be secured and may be turned over to law enforcement authorities.

An employee found in possession of prohibited articles will be subject to disciplinary action up to and including discharge.

Harassment

The Arc is committed to a workplace free of discrimination and harassment based on race, color, religion, age, gender and sexual orientation, national origin, disability, marital status, status as a veteran, and any other protected basis, all as defined by applicable law. Harassment is considered a form of employee misconduct; therefore, any employee engaging in such behavior will be subject to disciplinary action up to and including termination.

This policy applies to all employees, and to customers, vendors, and other third parties with whom The Arc conducts business.

Offensive conduct and behavior may include, but is not limited to:

2. Verbal forms (includes written and spoken): graphic or degrading comments, epithets, slurs; jokes; advertisements; posters; cartoons; content in letters, notes, facsimiles, and e-mails, etc.
3. Non-verbal forms: gestures, unwelcome physical contact, etc.
4. Additional forms: unsolicited and unwelcome touching and sexual advances, requests for sexual favors, and other verbal or physical behavior of a sexual nature.

Such conduct will be considered a prohibited form of harassment if any of the following is true:

1. There is a promise or implied promise of preferential treatment or negative consequence regarding any aspect of employment decisions or status;
2. Such conduct has the effect of creating an intimidating, hostile, or offensive work environment, or unreasonably interferes with a person's work performance;
3. A third party is offended by the prohibited conduct or communication of others.

Employees who believe that they have been subject to harassment should immediately advise their immediate supervisor, the Department Director, the Executive Director, or the Human Resources Director. All such claims will be investigated promptly, and appropriate action will be taken.

Retaliation or attempted retaliation against an employee who files or responds to a bona fide complaint of discrimination or harassment, or who serves as a witness in such investigation, will be considered a violation of this Policy and subject to disciplinary action up to and including termination.

Drug and Alcohol Free Workplace

For the safety and productivity of employees and consumers, The Arc maintains a workplace free of drugs and alcohol.

The Arc's drug and alcohol policy prohibits the possession, use, sale, purchase, unlawful manufacture, and distribution of any illicit drug(s), illicit controlled substance(s), or alcohol by any employee while at work or while on company premises. Employees who violate this policy shall be subject to disciplinary action as outlined below, up to and including discharge, at the sole discretion of management.

Employees, who think they may abuse drugs, including alcohol, are urged to seek help before their work is affected and disciplinary action must be taken. Information regarding available drug and alcohol counseling or rehabilitation is available to The Arc employees at their request.

The Arc will not hire or assign to work anyone known to currently abuse drugs or alcohol who is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program.

Employees joining The Arc will be given a pre-employment physical, which includes a drug and alcohol screen. Testing for the presence of drugs, including alcohol, will occur for cause, and also on a random basis at a rate of two (2) employees per month. All employees of The Arc will be included in the random testing that will be administered by the agency's designated medical facility.

Employees found to be in violation of this policy who have not had prior instances of violation while employed with The Arc will be offered the option of receiving drug and/or alcohol abuse treatment as a condition of their continued employment, coordinated through a facility chosen by The Arc. Failure to follow all treatment recommendations will result in discharge from employment. Employees in violation of this policy for a second time, regardless of past or current treatment received, will be subject to discharge. Where state or local laws or regulations supersede this policy, The Arc will comply with those laws and/or regulations.

As a means of investigating violations of this drug and alcohol abuse policy, The Arc reserves the right to search property owned by The Arc, including desks, lockers, any company vehicle and residences owned by The Arc. The Arc also reserves the right to ask its employees to submit substances in their possession to analysis by a state certified laboratory.

An employee who refuses to comply with testing will be considered insubordinate and will be subject to disciplinary action up to and including termination.

The Arc will promptly inform the appropriate law enforcement agency of every drug and alcohol-related crime that occurs in the company's workplace if it has been observed or if there is reason to believe that a violation has occurred.

As a condition of employment and in compliance with Maryland Law, COMAR 21:11:08, employees of The Arc shall:

1. Abide by the terms of this statement of Drug and Alcohol Free Workplace;
2. Notify The Arc of any criminal drug or alcohol abuse conviction no later than five days after a conviction.
3. Personnel transporting consumers in agency vehicles will be subject to the state law and regulations pertaining to student transportation. (COMAR 13A.06.07.08)

Procedures for Testing

For Cause. To determine the necessity of For Cause Testing, the employee will be interviewed by the immediate supervisor and Department Director (or if unavailable, at least two supervisory personnel). If, as a result of the interview, the Department Director determines that there is cause for testing, the employee will be immediately sent for testing. The Director of Human Resources will be notified immediately.

Post Accident: The test will be performed on all drivers after being involved in certain accidents, whether the accident was preventable or non-preventable. It is therefore imperative that the supervisor be notified whenever a driver is involved in an accident so that he/she can make sure the post-accident testing procedures are followed. Specimen collection and breath test must be completed within two hours after the accident.

A driver involved in an accident where one or more of the following occurs must have a drug test within two (2) hours of the accident and an alcohol test within two (2) hours of the accident:

1. Fatality
2. a citation is issued to the driver
3. a motor vehicle is towed away from the scene
4. any person is taken from the accident scene by emergency rescue services personnel

Post-Accident testing must be completed as soon as possible after the accident, but in no case later than two (2) hours after the accident. Following the accident, the driver will go to an approved certified lab collection center designated by The Arc in order to have the urine, breathalyzer or blood test and/or other appropriate tests. If the driver requires hospital care, The Arc will make arrangements to assure that the appropriate tests are performed at the hospital.

Positive Test Result:

2. Offer or recommend treatment.
3. Minimum five (5) day suspension without pay, up to immediate termination.
4. Second time positive - immediate termination.

Testing Procedures

2. General: All drug and alcohol testing will be conducted by a state approved facility chosen by The Arc.
3. Pre-employment and random testing will be a urine screening; for cause testing will include

- urine, blood and/or Breathalyzer screening.
4. Consent/Release Forms: Employees to be tested will be requested to sign a consent/release form authorizing the drug and alcohol screening test and the release of the results of the test to The Arc. Refusal to sign such a consent/release will be considered to be the equivalent of refusing to submit to testing.
 5. Transportation: Arrangements will be made to transport any employee who is believed to be under the influence of drugs or alcohol to the testing facility for testing, and/or to his/her home.
 6. Employees who refuse to submit to testing and/or sign a consent/release form may be subject to disciplinary action up to and including discharge.

Results of Test

1. The agency will determine on a case-by-case basis what action will be taken when an active employee, or an employee returning from a layoff or leave of absence, screens positive for illicit drugs and/or alcohol in their system for the first time.
2. The employee may be required to undergo rehabilitation at their own expense, including a residential rehabilitation program, or may be subject to disciplinary action up to and including discharge. An employee testing positive may also be subject to further drug and/or alcohol-screening tests as requested by the agency.
3. Employees who are required to submit to testing for reasonable suspicion may be placed on unpaid leave of absence pending the outcome of the analysis. If the analysis is negative, the employee will be paid for his/her leave time. If the analysis is positive, rehabilitative or disciplinary action may be initiated in accordance with this policy.
4. Employees testing positive will be referred for drug rehabilitation and counseling without pay until a determination is made by the agency as to the status of the employee. In addition, they will be subject to unannounced drug testing at a frequency and for a length of time to be determined by the Executive Director and the Human Resources Director.
5. Employees who successfully complete a recognized rehabilitation program will be reinstated under the terms set forth in the agency "Condition of Reinstatement Agreement."
6. Employees who screen positive for illicit drugs and/or alcohol a second time will be terminated immediately.

Employee Assistance Program

1. The Arc encourages any employee with a drug or alcohol problem to contact the Executive Director for assistance. The agency intends to assist employees and will refer such employees to an appropriate agency or clinic for professional assistance. All communications will be strictly confidential. Employees will not be subject to discipline on the first occasion on which they voluntarily acknowledge their drug or alcohol problems.

Continuation Provision

In the future, legislative, regulatory, and/or judicial action by government authority may conflict with or invalidate specific provisions of this policy. In that event, the remainder of the policy and all provisions not specifically invalidated by such legislation will remain in effect.

As with all policies, The Arc reserves its rights to modify or supplement this policy from time to time as may be necessary and appropriate either to meet the objectives of achieving a workplace and a work

force free from drug use or to reflect changes required by law or regulation.

Condition of Continued Employment

If an employee is found to be in violation of the policy, he/she will be required to abide by the following conditions in order to continue employment with The Arc:

1. Participation and completion in a treatment program
2. Compliance with all the program's requirements during treatment and continued compliance following completion thereof.
3. Continued employment will be conditioned upon and subject to the reports issued by the treatment center and/or progress to date.
4. Following treatment, The Arc requires appropriate tests for drug and/or alcohol use on a periodic or random basis, or whenever supervisory personnel have reasonable suspicion or belief such testing is necessary.
5. Refusal to take such tests may result in immediate termination.
6. Previous job performance justifies close supervision for an extended period of time and such supervision will be conducted.
7. Requirement to meet all of The Arc's established standards of conduct and job performance and be subject to The Arc's disciplinary procedures for failure to meet such standards.
8. Subject to the terms of these conditions of continued employment after completion of the treatment program. Job performance and recovery process will be reviewed to determine whether the terms of this agreement will be modified or sustained.

Failure to meet any or all of the above requirements will constitute "just cause" for termination from The Arc.

Nothing contained herein shall be construed as a waiver of The Arc's rights to take normal disciplinary actions against any employee under existing policies and procedures for unsatisfactory work performance or misconduct. Use or treatment for use of drugs or alcohol shall not constitute a mitigating circumstance

OPERATIONAL STATEMENT OF NEGLECT AND ABUSE HANDLING CASES OF NEGLECT OR ABUSE OF INDIVIDUALS

Definitions

ABUSE --An abused individual is defined as one who has sustained any physical injury as a result of cruel and inhumane treatment or as a result of a malicious act or acts, or any sexual acts involving molestation or exploitation whether physical injuries are sustained or not, by a parent or other person who has the permanent or temporary responsibility for the supervision of the individual.

NEGLECT --A neglected individual is defined as one who has suffered or is suffering significant physical or mental harm or injury or who is living under conditions hazardous to the individual's physical or emotional health, well being, and development as a result of conditions created by the absence of the parent, guardian, or other person responsible for providing proper care and attention to the individual and the individual's problems.

Legal Mandate

Maryland law makes it mandatory for "every health practitioner, educator, or social worker or law enforcement officer ... or any person ... who has reason to believe a child or alleged vulnerable adult is abused to report the situation to the local Department of Social Services. The phone number is 848-8880. Immunity is extended to those who report cases in good faith. Immunity is not granted for an abuser who makes a report or participates in the investigation or proceeding. The Department of Social Services is required by law to investigate all reports of neglect received from any individual, agency or organization.

Abuse and neglect are serious acts that should never be ignored or tolerated. In the same manner, allegations should not be made unless substantiated evidence exists to make such an allegation. For this reason, it is always best to confer with your supervisor on all cases involving neglect or abuse.

Intervention: For cases involving neglect or abuse on the part of The Arc, its staff, consumers, or volunteers.

Every employee of The Arc who has reason to believe that an individual served by The Arc is the victim of abuse or neglect must immediately notify his/her supervisor and the Executive Director of The Arc. A copy of the agency's Incident Report Form must be completed by the reporting employee and submitted to the appropriate Program Director and Executive Director within 24 hours of the incident.

Upon notification of an alleged incident of neglect/abuse, the Executive Director will require immediate interventions as necessary to protect the health, safety, and welfare of the alleged victim.

The Executive Director will report immediately all allegations of abuse/neglect to:

1. The appropriate law enforcement agency
2. The Developmental Disabilities Administration
3. The President of The Arc Board of Directors
4. The Maryland Disability Law Center
5. The Carroll County Department of Social Services

The Program Director or his/her designee shall investigate the matter immediately and shall provide written report to the Executive Director within 24 hours.

The Executive Director will initiate an investigation of the alleged incident of abuse/neglect as soon as the report has been made.

This internal investigation will include at a minimum:

1. determination of the nature, extent, and cause of the abuse;
2. The identify of the alleged abuser; and
3. Any other pertinent fact or matter.
4. The investigation will not interfere with any investigation conducted by the law enforcement agency of the DDA.
5. A written report of the findings of the internal investigation will be submitted within ten days to:
 - b. The Director of DDA
 - c. The complainant
 - d. The Maryland Disability Law Center
 - e. The President of The Arc Board of Directors
6. An appropriate plan of action will be submitted to the DDA within ten days. The plan will specify:
 - b. Actions to be taken to redress or correct situations of actual or potential abuse/neglect,
 - c. Actions to be taken to prevent similar situations reoccurring.
 - d. Intervention: For cases that occur outside the agency to individuals for whom the agency has some responsibility
 1. Refer your concern to your immediate supervisor. The supervisor will then notify the Executive Director's designee (Program Director) and report the case to the appropriate division of the Department of Social Services.
 2. The supervisor will then notify the reporting employee in writing that the case has been referred to the Department of Social Services.
 3. The Arc staff shall fully cooperate with the DSS investigation.
 4. If for any reason the supervisor does not report the case to DSS within a reasonable time period, report the incident directly to the Program Director.
 5. If for any reason the reporting employee is not satisfied with the Program Director's handling of the case, the employee should refer the case directly to DSS, utilizing the telephone number listed above.

POLICY OF LIVE-IN "FAMILY MEMBERS" AND/OR
"SIGNIFICANT OTHERS" OF EMPLOYEES

The Arc of Carroll County has as its number one priority the quality of services that we offer our consumers. Hence, an obligation rests with every employee of The Arc to render honest, efficient and courteous performance of duties. Employees will, therefore, be responsible and held accountable for adhering to all The Arc policies to include the "Policy of Live-In Family Members and/or Significant Others of Employees."

It is the policy of The Arc that all Family Members and/or Significant Others of Employees who reside at the work location of an employee will be required to have an initial meeting with the Director of Residential Services. It should be noted that the final decision to allow occupancy is at the discretion of The Arc. At the time the request for occupancy is made, the Family Member and/or Significant Other will be asked to supply the agency with the following:

1. Physical, to be paid for by the Employee
2. A physician's statement stating that the Significant Other and/or Other Family Members, including children, are free from communicable diseases, i.e., tuberculosis, etc.
3. All adult family members will complete drug testing and a criminal background check, to be paid for by the Employee.

Furthermore, it is the policy of The Arc that information about The Arc, its consumers, parents, or employees should not be divulged to anyone other than persons who have a right to know or are authorized to receive such information. This does NOT include Family Members and/or Significant Others. When in doubt as to whether certain information is or is not confidential, prudence dictates that no disclosure be provided without first clearly establishing that such disclosure has been authorized by appropriate supervisory or management personnel. This basic policy of caution and discretion in the handling of confidential information extends to both external and internal disclosure.

Employees must recognize that The Arc may have an insurance liability for persons visiting any of The Arc business locations to include ALU's and Group Homes. Therefore, it becomes necessary for The Arc to include within this policy the restrictions on business hours, and work location visitation, excluding suppliers, vendors, applicants, service coordinators, parents and relatives of consumers, and DDA personnel.

Likewise, it shall be the policy of The Arc that friends, relatives, Family Members and/or Significant Others, or other unauthorized persons will not be permitted to visit an employee in the consumers living area, during working hours or at work locations at all without the express permission of supervisory personnel. Should the request for permission not be practical or possible, employees will be expected to exercise good judgment in their handling of an unforeseen visit, and should inform the visitor of The Arc policy. If warranted by the nature of an unforeseen visit, the employee may request taking an authorized unscheduled break from work, providing supervisory personnel schedule coverage. The authorized unscheduled break must occur away from The Arc work location, the time of which will be considered non-compensable. Under no circumstances may any direct care employee authorize a non-employee to perform his or her work assignment.

In addition, the Live-in Family Members and/or Significant Others shall have no access to agency vehicles and do not have the authorization to drive such vehicles. Likewise, no employee shall authorize any Family Member and/or Significant Other to drive an agency vehicle.

In reference to the Policy of Live-in Family Members and/or Significant Others of Employees, the agency will not discriminate in reference to gender, race, national origin, religion, or sexual preference. Please note that the employee will be held responsible for any actions of the Live-in Family Members and/or Significant Others. Therefore, failure of any Live-in Family Members and/or Significant Others to comply with the policy of The Arc could result in disciplinary action against the employee.

The Arc of Carroll County Service of Subpoena/Search Warrant Policy

Subpoena

A subpoena is an order directing the recipient to appear and testify at a specific time and place. A subpoena duces tecum requires the recipient to produce certain documents listed in the subpoena on the date and time designated in the subpoena. A subpoena does not grant authority to search the premises. The following is The Arc's procedure for responding to a subpoena.

If the subpoena is directed to The Arc or any of its facilities or locations, the Executive Director (or the Assistant Executive Director) is the only person designated to accept service of a subpoena on behalf of The Arc.

Unannounced Appearance By Law Enforcement/Regulatory Personnel

The Arc may be subject to appearance by various federal, state, and local regulatory agencies, law enforcement departments, and governmental agencies. If an individual from a governmental agency appears, please immediately contact the Executive Director. Unless the official presents a search warrant, personnel of The Arc are not to release any information, formally or informally, orally or documentary, without consulting with the Executive Director.

Search Warrant

A search warrant is a written court order entitling law enforcement personnel to search a defined area and seize property described in the warrant.

If law enforcement personnel, state or federal agents present an employee with a search warrant the Executive Director (or the Assistant Executive Director) is to be notified immediately. Law enforcement personnel are to be informed that the Executive Director has been contacted and ask them to wait until the Executive Director arrives. If the agent will not wait, please comply with all directives from the law enforcement agent.

Procedure:

- A. All law enforcement personnel, state and federal agents should be escorted to a conference room or private office. Immediately contact the Executive Director (or the Asst. Executive Director).
- B. Identify the agent in charge of executing the warrant. Ask for a business card or record the name, title, agency, and telephone number of the agent.
- C. Ask for a copy of the warrant and any affidavit submitted to the court to obtain the warrant.
- D. Have the agent identify the prosecutor by name and phone number, if that person is not indicated on the warrant. (The agent is acting at the direction of the prosecutor.)
- E. Inform the agent in charge that the Executive Director has been contacted and is on the way. Request the agent in charge not to proceed until the Executive Director arrives.

If agent will not wait for the Executive Director to arrive, take the following steps to monitor the search:

1. Carefully read the warrant.
2. Make sure a judge or magistrate has signed the warrant. If there is any discrepancy, notify the agent in charge.
3. Determine the scope of the warrant, the area to be searched and type of evidence to be seized. A Search Warrant permits the designated agent to search and seize property. If there is any discrepancy between the scope of the search document and the search actually conducted, notify the agent in charge. Offer to assist the agent in retrieving those documents or items that are the subject of the search.
4. Identify those essential employees that are knowledgeable and can assist in retrieving the documents, computer information, etc. Notify the agent in charge that key employees are available to ease the search with minimal disruption of business and that other employees not subject to the warrant, are permitted to leave.
5. Advise employees that persons executing the warrant may ask them questions.
6. Advise employees not to speak with an agent. They are not required to do so and should not do so outside of the presence of The Executive Director and/or counsel for The Arc.
7. Monitor the search, but do not impede or obstruct.
8. Photocopy and/or record in detail each item seized.
9. Agents sometimes number the rooms that they enter. Record the numbering scheme.
10. Request back up copies of all documents and computer disks, etc. before agents seize computers.
11. If agents attempt to seize privileged (e.g. attorney/client privileged communications) documents or other documents that you believe are outside the scope of the warrant, notify the agent in charge. Ask that the privileged material be segregated from the other materials and marked as "privileged".
12. The agent in charge will prepare an inventory of the items seized. Ask for a copy of that inventory before the agent leaves, but do not sign anything verifying the content or accuracy.
13. Instruct employees not to discuss the warrant or any related events with the press or employees other than the Executive Director or the Executive Director's designee.