Employee Handbook

The Arc
Prince George's County

1401 McCormick Drive
Largo, Maryland 20774
www.thearcofpgc.org

Adopted September 1, 2001

United Way

To All Arc Employees:

You are The Arc of Prince George's County's most important and valuable asset. Your individual strengths and efforts, combined with teamwork among your co-workers, are essential to the continued success of The Arc.

We seek to provide you with an opportunity to achieve your highest potential for personal effectiveness and to reward you with appropriate recognition for a job well done. In turn, we expect your commitment to The Arc, its goals and policies. Through your commitment, we can strive to provide quality supports and services for our program participants and their families.

The purpose of this handbook is to inform you of The Arc's personnel policies and procedures. Your cooperation in complying with the policies and procedures set forth will be of benefit to yourself, your co-workers and The Arc of Prince George's County.

If you have any questions concerning any of the information contained in this handbook, you may refer them to your immediate supervisor or to The Human Resources Office.

Welcome to The Arc of Prince George's County!

Sincerely,

Mac Ramsey
Executive Director

MISSION STATEMENT

The Arc of Prince George's County ... offering a lifetime of support, understanding, and opportunities for people with developmental disabilities and their families.

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I. Introduction

The personnel policies and procedures defined in this handbook are for the mutual benefit of staff, program participants, and The Arc with the welfare of citizens with mental retardation throughout Prince George's County always as the most important criterion. The polices are not designed to be rigid or inflexible. Following the procedures outlined in this handbook, employment can be terminated by The Arc or the employee, for any reason, at any time. The policies and procedures defined herein apply to salaried and hourly employees only. Program participants paid by piece-rate or paid at a training wage of less than 100% of the standard hourly wage are exempt from these policies and procedures.

A. Establishment and Amendment:

The policies and procedures contained within this handbook have been approved and adopted by The Board of Directors of The Arc. The Arc has the right to make unilateral changes to its personnel policies at any time. Amendments to the policies must be approved by the Board of Directors. Changes to the policies may be recommended by any member of the Board, the Executive Director, or staff members. Suggestions from employees are encouraged and should be directed to The Human Resources Office.

B. Authority to Effect Personnel Actions:

Authority to appoint, promote, transfer, demote, suspend, and separate personnel within budgetary and organizational constraints established by the Board of Directors is vested in the Executive Director. No management official is authorized to make any oral assurance or promise of continued employment without written authorization from the Executive Director or his/her designee.

C. **Equal Employment Opportunity:**

The Arc of Prince George's County pledges to provide equal employment opportunity in all phases of its employment practices without regard to race, creed, sex, national origin, marital status, age, disability, or sexual orientation. These practices include recruitment, selection, training, all forms of compensation, benefits, performance rating, promotion, demotion, position upgrades/transfers and termination.

D. **Compliance with ADA:**

The Arc does not discriminate on the basis of disability as it relates to all personnel practices. Information concerning the provisions of the Americans with Disabilities Act (ADA) and the rights provided thereunder, is available from The Arc Human Resources Office.

E. **Code of Ethics:**

The Arc of Prince George's County is a private, non-profit association dedicated to advocating for and providing services to persons with mental retardation throughout Prince George's County and their families. It is affiliated with The Arc of Maryland and The Arc/United States. As a voluntary organization, its leadership comes from parents of persons with mental retardation, professionals in the field of mental retardation, and concerned citizens in the community. The mission of The Arc, the nature of its leadership, and the fact that it receives funds from the public to accomplish its goals, give The Arc a quasi-public standing.

For these reasons, an employee of The Arc accepts responsibility for personal behavior and ethical job performance beyond the request of ordinary employment. It is expected that the staff members of The Arc will:

1. Carry out assignments for The Arc in such a manner as to bring credit to himself/herself and to The Arc.

2. Refrain from personal and professional activities which might reflect negatively on the integrity of The Arc or the people it represents.

3. Refrain from activities which do or may create an appearance of conflict of interest. A conflict of interest shall be considered to exist if a full or part-time staff member of The Arc:

    a. Accepts full or part-time employment in any organization which does substantial business with The Arc and as a result makes a profit therefrom.

    b. Uses his/her position for personal benefit or for the benefit of family members.

    c. Recommends and makes decisions involving the expenditure of The Arc's money from which he/she or an immediate family member expects to gain financially.

II. Employment

A. Definitions:

Staff - Includes all paid employees of The Arc of Prince George's County.

Exempt Staff - Includes all personnel employed in an administrative or professional capacity who are exempt from the provisions of the Federal Wage and Hour Law concerning the payment of overtime. Employees will be notified in writing of their exempt or non-exempt status.

Non-Exempt Staff - Includes those employees in non-administrative and non-professional capacities who are covered by The Provision of The Federal Wage and Hour Law and are subject to the payment of overtime. Employees will be notified in writing of their exempt or non-exempt status.

Full-time - Includes all employees whose customary employment is for 40 or more hours per week; any residential staff who live in the home at least five days per week and whose customary employment is for 30 or more hours per week; and any day program staff whose customary employment is for 33 1/2 or more hours per week.

Part-time - Includes any employee whose customary employment is for less than 40 hours per week; any live-in residential staff member whose customary employment is for less than 30 hours per week; and any day program staff whose customary employment is less than 33 1/2 hours per week.

Temporary - A temporary employee is hired for a specified period of time or until completion of a special project. Such employment usually does not exceed a six-month period. Temporary staff are not eligible for any leave or benefits.

B. **Nepotism:**

The employment of more than one member of the same family shall be avoided if the appointment or assignment would enable a relative to exercise undue influence; would be a source of friction on the job; or would jeopardize or otherwise compromise the integrity of The Arc.

C. **Application Procedure:**

Candidates for all positions must complete an application for employment and/or provide a resume that includes education, employment history, volunteer experience, references and such other information that may be required. This information must be verified by staff responsible for hiring or The Human Resources Office prior to employment. A personal interview is required for filling all positions with The Arc of Prince George's County.

D. **Special Requirements:**

In cases which special requirements are made by regulations governing The Arc or its programs, employment is contingent upon the applicant meeting all such requirements.

As a prerequisite to employment, all employees will be required to submit to a criminal background check by completing and signing an "Authorization for Release of Personal Information Form". The Arc will also obtain a copy of an individual's driving record. Continued employment with The Arc will be contingent on the results of these background checks. The Arc reserves the right to periodically recheck these records.

E. **Personnel Records:**

The policy of The Arc of Prince George's County is to comply with all state and federal regulations governing an employee's right to privacy with respect to personnel records.

A personnel record containing an application and/or resume, reference replies, letter of appointment, job description, salary history, performance reviews, benefit elections, personnel change notices, other job-related and/or personal data will be maintained for each employee. These records are confidential and are available only to the Executive Director, the President of The Arc, and to other individuals specifically authorized by the Executive Director in relation to matters related to the employee's employment. An employee, in the presence of the Executive Director or his/her designee, shall have the right to examine his/her own personnel record.

A personnel record is the property of The Arc and copies of items in the file may be available upon the approval of the Human Resources Director. If significant copying is requested, employees may be charged.

F. **Employment References:**

In cases where an employee/former employee has not given written, signed authorization to provide a reference, The Arc will only provide dates of employment, nature of job, and whether or not the individual left in good standing. This information may be given by the Human Resources Office, Program Director, or the Executive Director. If a written, signed authorization has been received, more detailed information may be given by the Human Resources Office, Program Director, the Executive Director or President of the Board of Directors with a copy (if written) forwarded to the Human Resources Office for inclusion in the employee's personnel record.

No other Arc employees are authorized to give employment references.

G. **Conditional Employment Period:**

The first 90 days of employment are considered to be conditional employment and services may be terminated within that period by The Arc without notice or by the employee with two weeks notice. At the end of this 90 day period, the employee's performance will be evaluated by his/her supervisor. Contingent upon this evaluation, the supervisor will recommend either regular employee status, extension of the conditional employment period, or termination of the employment relationship.

Conditional employment may be extended up to thirty days beyond the 90 day period in cases where training requirements have not been completed, required personnel information has not been provided, or performance is deemed marginal. A second and final review will be held after the thirty day extension. At this time the employee will be granted regular status or employment will be terminated.

Extension of conditional employment can only be approved by the Executive Director, or his/her designee.

Employees who have regular employment status may be placed back on conditional employment status if they fail to meet job requirements or if their employment is otherwise substandard (see disciplinary procedure).

Employees are not eligible for paid annual, sick, or bereavement leave if on conditional employment. Employees on conditional employment can make written requests for leave without pay.

In cases where an employee is promoted or transferred to a new department or moves from part-time to full-time status during the conditional employment period, all conditional employment requirements must be met within the time frames as established by the original date of hire.

H. **Training Requirements:**

Training is an on-going process throughout an employee's Arc career. Failure to comply with training requirements can result in extension of the conditional employment period, reinstatement of the conditional employment period, or termination of employment. All employees are required to complete the following trainings provided by the Arc within the specified time periods.

Orientation - Human Resources Staff will conduct new employee orientation on the first day of employment. Orientation will familiarize new employees with the goals, functions, benefits, policies, and procedures of The Arc.

Job Specific Orientation - Each position will have a job specific orientation to be conducted by the supervisor during the first week of employment.

Basic Training to be completed within 90 days of the date of hire.

Recertification Training - to be completed within the specified time frames.

The content of the training will vary depending on the program and position for which an employee is hired. A training registration form and a training calendar detailing the required training and the dates the training is available will be provided to employees upon employment.

I. Performance Evaluations:

All employees will be evaluated annually. The evaluation must be written and personally reviewed with the employee by his/her supervisor. The evaluation must be signed by the employee and the supervisor. If an employee disagrees with any portion of the evaluation, a written addendum may be submitted which will become part of the evaluation and will be maintained as part of the employee's personnel record.

J. Drug Free Workplace:

The Arc of Prince George's County operates within a drug free work environment. The written drug free work environment policy is reviewed with each employee during orientation.

K. Harassment Policy:

The Arc of Prince George's County has a policy of zero tolerance for harassment of any kind in the work environment. The harassment policy is reviewed with each employee during orientation.

L. Exit Interviews:

An exit interview will be conducted with all full-time employees. The interview shall occur on, or prior to an employee's final day of employment, and shall be conducted regardless of the reason for termination. The exit interview shall be conducted by the Human Resources Manager or his/her designee.

III. Benefits and Leaves

Unless otherwise noted, benefits are provided only to full-time employees of The Arc.

A. Social Security (FICA):

The Arc provides social security coverage for all full and part-time employees. The employee's obligation under federal law is automatically deducted from each pay check.

B. Health/Dental Insurance:

The Arc provides all full-time employees with health and dental insurance. For employees who enroll in a health/ dental insurance plan, the coverage becomes effective the first day of the month following 90 days of employment. There is a required co-payment, through payroll deduction, for coverage. The amount of the deduction will be dependent on the overall cost of the plan, the type of coverage selected by the employee, and will be determined by the Board of Directors on an annual basis.

Employees on extended leave without pay or Workers' Compensation are responsible for making payments to cover the amount of their required health and dental insurance co-payment. Late payment or non-payment will result in cancellation of coverage.

C. Health/Dental Insurance Opt-Out:

All full-time employees who are eligible for health insurance, but opt not to enroll, will receive a designated amount of additional compensation from The Arc upon satisfying all eligibility and waiting period requirements.

D. **Health Care Continuation(COBRA):**

All employees of The Arc covered by one of the health insurance plans have a right to choose continuation of coverage if group health coverage is lost due to a reduction in hours of employment or termination of employment. The cost of continuing this coverage is fully the responsibility of the employee.

E. **Life Insurance:**

The Arc provides a fully paid life insurance plan for all employees whose customary employment is for 30 hours or more per week. The amount of coverage will be equal to the individual's annual salary.

F. **Unemployment Insurance:**

The Arc subscribes to the Maryland State Unemployment Insurance program on behalf of all employees.

G. **Workers' Compensation:**

Under the Workers' Compensation Law of the State of Maryland, The Arc carries insurance to afford full-time and part-time staff protection for accidents on the job. All on-the-job injuries must be reported promptly to the Executive Director or his/her designee.

An employee who is unable to work due to a compensable injury, and has medical evidence to support he/she is unable to work will be granted leave in compliance with the Family and Medical Leave Act (FMLA). Such employee may be required to provide medical certification complying with FMLA. An employee does not continue to accrue leave while receiving payment from Workers' Compensation. In the event that the employee's physician and/or the physician appointed by The Arc deems that an

employee may return to work in a modified capacity, and The Arc is able to provide a modified position, the employee will be required to return to work in the modified position.

If an employee requires leave beyond that covered by the FMLA, the Executive Director will review the case and at his/her discretion, based on the needs of The Arc, will continue to hold the position open for the employee or will terminate employment.

H. **Short & Long-Term Disability Insurance:**

The Arc provides a short & long term disability insurance policy for all employees whose customary employment is for 30 hours or more per week with at least one year of service.

I. **Tax Deferred Annuity Plan:**

Employees whose customary employment is for 20 hours or more per week are eligible to participate in this plan. An employee is eligible for this plan after six months of service. Participating employees are immediately fully vested. Contingent upon an employee contribution of 3% of his/her salary, The Arc will contribute an additional across the board percentage amount as determined by the Board of Directors to each employee's individual Tax Deferred Annuity plan. An additional across the board amount will be provided to employees with two or more years of service. An employee can contribute less than 3% of his/her salary, but must contribute at least 3% in order to receive The Arc contribution.

J. **Flexible Spending Accounts:**

The Arc provides a Flexible Spending Account plan for all eligible full-time employees. Through this plan all health

insurance co-payments are made pre-tax (unless otherwise requested in writing by the employee).

The plan also offers a Health Care Account which the employee is eligible to join after one year of service and a Dependent Care Account which can be joined at the onset of employment.

K. **Educational Systems Federal Credit Union:**

All Arc employees are eligible for membership in the Educational Systems Federal Credit Union. Savings, checking and loan payments can be transacted through payroll deduction.

L. **Tuition Reimbursement:**

The Arc of Prince George's County provides tuition reimbursement benefits for employees. For additional information, contact the Human Resources Office.

M. **Annual Leave:**

The Arc provides annual leave for the rest and relaxation away from the duties and responsibilities of The Arc.

Employees eligible for annual leave will be those individuals whose customary employment is for 25 hours or more per week.

Annual leave may be carried over from one fiscal year to another up to a maximum of an employee's annual leave accrual rate as of the last day of the fiscal year.
The use of annual leave must be approved by the Executive Director or his/her designee. Request for annual leave exceeding one day must be submitted in writing to the Executive Director or his/her designee a minimum of one week in advance of the day(s) requested. One day

annual leave requests must be submitted in writing at least one day in advance of the day requested.

Although paid annual leave is accrued during the initial conditional employment period, it shall not be used until an individual achieves regular employment status.

Once an employee has formally resigned from The Arc or The Arc has given an employee written notification of termination, he/she is not eligible to use annual leave.

Annual Leave (Full-time Employees):

Leave is accrued at the rate of :

Year 1	13 days
Year 2	15 days
Years 3-5	18 days
Years 6-10	20 days
Years 11+	25 days

One day is equivalent to 1/5 of the employee's regularly scheduled weekly hours.

From time to time it may be deemed in the best interest of The Arc to start an individual employee at an accrual rate higher than the starting rate. Approval of this policy deviation must be made by the Executive Director.

Annual Leave (Part-time Employees):

Part-time employees hired to work 25 hours or more per week will accrue 5 days of annual leave per year. The accrual rate will not increase in relation to years of service.

Part-time employees hired prior to March 31, 1997 will accrue annual leave based upon the accrual schedule for full-time employees.

Full-time employees hired prior to March 31, 1997 who change to a part-time position will continue to accrue annual leave based upon the accrual schedule for full-time employees.

N. **Payment for Accrued Annual Leave:**

Employees who are separated from their employment for any reason and have completed one year of service, will receive a single, lump-sum payment for 50% of all unused, accrued annual leave. Payment for leave will be computed at the employee's current rate of payment. Employees leaving The Arc before serving one year will not receive a lump sum payment for unused, accrued leave. Employees changing from a position that is entitled to annual leave to a position which is not, will be paid for 50% of all outstanding leave as of the date of transfer as long as the employee has one year of service. Employees will not receive payment for accrued annual if they do not complete the exit interview process.

O. **Family Medical Leave Act:**

The Family Medical Leave Act (FMLA) requires The Arc to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they have worked for The Arc for at least one year, and for 1,250 hours over the previous 12 months.

Unpaid leave must be granted for any of the following reasons:

1. To care for the employee's child after birth, or placement for adoption or foster care.

2. To care for the employee's spouse, son or daughter, or parent, who has a serious health condition.

3. A serious health condition that makes the employee unable to perform the employee's job.

At the employee's or The Arc's option, certain kinds of paid leave may be substituted for unpaid leave.

Advance Notice and Medical Certification:

The employee ordinarily must provide 30 days advance notice when the leave is "foreseeable".

The Arc may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at The Arc's expense) and a fitness for duty report to return to work.

Job Benefits and Protection:

For the duration of FMLA leave, The Arc must maintain the employee's health coverage under any "group health plan".

Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

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

P. **Sick Leave:**

Sick leave is provided by The Arc to assist the employee who, for medical or related reasons, is unable to meet the requirements of employment for a limited period of time.

Employees eligible for sick leave will be those individuals whose customary employment is for 25 hours or more per week.

The employee is required to provide a statement from a physician after an absence of three consecutive working days. In the event that an employee has used a significant amount of sick leave the Executive Director, or his/her designee, may request a statement from a physician after one day of absence.

Sick leave may be used when:

1. The employee is unable to report to work due to sickness or injury.

2. The employee has been exposed to a contagious disease that may endanger the health of program participants or co-workers.

3. The employee's spouse or dependant child has a serious health condition in a situation where the employee is required to provide personal care.

4. The employee requires routine physical, dental or optical examinations that cannot be scheduled during non-working hours. Whenever possible, routine visits should be scheduled during non-working hours. When this is not possible, it is preferred that they be scheduled at the beginning or end of the day. Sick leave used for this purpose will be limited to the length of the appointment

with allowance for transportation time, and is subject to the approval of the Executive Director or his/her designee. Requests must be written and submitted to the Executive Director or his/her designee at least two days prior to the day on which sick leave will be used.

5. Employees may not use sick leave for non-emergency medical, dental, or optical examinations for family members.

Sick leave may be accumulated, but at no time should the accumulated amount exceed 100 days.

Sick leave is accrued, but shall not be used during the conditional employment period.

Under no circumstances shall employees be paid for accrued sick leave upon termination of employment.

Sick Leave (Full-time Employees):

Full-time employees will accrue sick leave at the rate of 13 days per year. One day is equivalent to 1/5 of an employee's regularly scheduled weekly hours. Employees hired prior to July 1, 1988 will maintain their accrual rate as of that date.

Full-time employees who use two or less days of sick leave in one fiscal year will receive two additional days of personal leave for the subsequent fiscal year. Employees who use more than two days but less than five days of sick leave in one fiscal year will receive one additional day of personal leave for the subsequent fiscal year.

Sick Leave (Part-time Employees):

Part-time employees scheduled to work 25 hours or more per week will accrue 5 days of sick leave per year.

Part-time employees hired prior to March 31,1997 will accrue sick leave based upon the accrual schedule for full-time employees.

Full-time employees hired prior to March 31, 1997 who change to a part-time position will accrue sick leave based upon the accrual schedule for full-time employees.

Q. **Notification of Use of Sick Leave:**

Employees who are unable to report to work due to illness shall notify their supervisor prior to the time that they are scheduled to work. More advanced notice may be required based on the needs of the department. Unreported absences will be considered unauthorized leave.

R. **Personal Leave:**

Full-time employees are entitled to 16 hours of personal leave per fiscal year. Employees will receive 8 hours of personal leave on July 1 and 8 hours of personal leave on January 1. In addition, personal leave is not cumulative and unused hours will be forfeited at the end of each fiscal year.

Personal leave is subject to the approval of the Executive Director or his/her designee. Requests for personal leave should be made in writing at least one day prior to the day on which personal leave will be used. Personal leave shall not be used during the conditional employment period.

S. **Authorized Leave Without Pay:**

In unique circumstances, the Executive Director may grant leave without pay to an employee who accrues leave. Requests for such leave should be directed in writing to the Program Director and may be granted when the employee has insufficient accrued leave to provide for the planned absence.

Authorized leave without pay will be granted based on the provisions of the Family Medical Leave Act (FMLA).

In all cases, accrued annual leave and or sick leave when approved shall be used before leave without pay is authorized. Employees on extended leave without pay do not continue to accrue sick and annual leave. Without such authorization, employment shall be terminated for an employee who is not available to work and has expended all leave.

Time off may be granted upon supervisors' approval for employees who do not accrue leave or are not eligible to use leave. If an employee is on leave without pay, he/she does not get paid for holidays.

T. **Maternity/Paternity Leave:**

Requests for leave for reason of pregnancy, childbirth, or adoption will be granted under the terms for annual and/or sick leave. If requested, additional maternity/paternity leave may be granted based on the provisions of the Family Medical Leave Act (FMLA).

U. **Unauthorized Leave of Absence:**

Absence without authorization or proper approval as defined above may be considered sufficient cause for dismissal.

V. **Administrative Leave:**

Administrative leave must be approved by the Program Director. In unique situations an employee may be placed on administrative leave from duty with pay for a period not to exceed 5 working days pending investigation of charges of misconduct or when the presence of the employee at work may constitute a hazard to The Arc, its participants, and its employees. While on leave, the employee must remain available for questioning and be prepared to return to work upon notification.

W. **Bereavement Leave:**

Upon the death of a child, parent, parent-in-law, sister, brother or spouse, an employee of regular status may receive up to one week's regularly scheduled hours without loss of pay. The use of leave must occur within two weeks of the death of the family member.

An employee of regular status may be granted up to one day of bereavement leave to attend the funeral of a relative not mentioned above.

X. **Court Leave:**

Court leave will be granted when an employee receives a jury duty summons or witness service subpoena not due to personal conduct. The employee must notify the Executive Director or his/her designee when such notice is received. The Arc will pay only the difference between the employee's regular salary and any reimbursement compensation from the court. The employee is expected to report to work when the duties do not require his/her full-time service.

Y. Military Leave Policy

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act. Advance notice of military leave is required unless conditions make it impossible to provide notice.

The leave will be unpaid. However, employees are not required to, but have the option of using their annual and/ or personal leave for the absence. Accrual of annual and sick leave will be suspended during this time and will resume at the same accrual rate upon the employee's return to active employment.

Employees who have coverage under The Arc's group health plan (s) are entitled to continuation of benefits on the same terms and conditions as other employees if their absence due to military service is 30 days or less. An employee on active duty and absent from work for longer than 30 days has the right to continue coverage under COBRA.

Employees are entitled upon completion of military service to re-employment with The Arc in the same capacity or an equivalent position in accordance with applicable federal and state laws.

Z. Holidays for Administrative Office & Day Programs:

The Arc administrative offices and day programs are closed and the following days observed as paid holidays for all full-time employees and part-time employees hired prior to March 31, 1997 scheduled to work 25 hours or more per week:

1. New Year's Day
2. Martin Luther King's Birthday
3. President's Day
4. Easter Sunday (residential direct service staff only)
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Thanksgiving Day
10. Day after Thanksgiving (office and day staff only)
11. Christmas Day

If any of the above holidays fall on a Saturday or Sunday, it will be observed on the preceding Friday or the following Monday as decided upon by the Executive Director.

Direct service residential staff will observe the holiday even if it falls on a Saturday or Sunday, regardless of the day The Arc administrative offices observe the holiday. (See Holiday Pay for Direct Service Residential Staff).

Part-time employees scheduled to work 25 hours or more per week hired prior to March 31, 1997 will maintain their holiday pay status. All other part-time employees are not eligible for holiday pay.

Full-time employees hired prior to March 31, 1997 who change from a full-time position to a part-time position of 25 hours or more per week will maintain their holiday pay status.

AA. **Supported Employment Holidays:**

Supported employment employees and support staff will follow the holiday schedule of the industry or business at which they are stationed. They will receive ten paid

holidays per year (i.e., where companies only give their employees nine holidays/year, The Arc employees will be allowed to take another day decided upon by the Program Director as a holiday).

BB. **Holidays for Thrift Store Employees:**

Holidays will be determined by individual work agreements with each employee.

CC. **Religious Holidays:**

Upon written approval from the Executive Director, up to two additional religious holidays can be observed. Written request for such holidays must be made at least seven days in advance.

DD. **Non-Holiday Closings:**

The Executive Director is also authorized to close the administrative office or a specific program in special cases such as days of national mourning or upon the death of a staff member. Such closings are not considered holidays and holiday pay will not be provided for non-office staff.

EE. **Holiday Pay for Non-Exempt Direct Service Residential Staff:**

Non-exempt employees will not be paid for holidays unless they are scheduled to work on a holiday.

Non-exempt full-time employees who are required to work on approved holidays will be paid at a rate which is double their normal rate for the hours worked.

Non-exempt full-time employees who are scheduled to work on approved holidays but due to circumstances need not work, (i.e., no one is home) will be paid for the holiday at their normal rate.

Part-time employees are not eligible for holiday pay. However, nonexempt part-time employees are eligible for incentive pay on those days deemed eligible for incentive pay by the Executive Director. Incentive pay will be paid at a rate of one and one half times the normal rate of pay.

FF. **Holiday Pay for Exempt Direct Service Residential Staff**

Salaried, exempt direct service staff will receive ten paid holidays per year as scheduled with their Program Director.

IV. Compensation

A. Salary Level/Rates of Pay:

Salary levels and hourly rates of pay are established by the Board of Directors for each position or classification. These will be reviewed periodically by the Board.

Most employees will begin their employment at the base rate of the salary grade assigned to their particular position. Any exceptions to rates of pay or salary levels must be approved by the Executive Director.

Depending on the annual budget of The Arc, all employees are considered for salary or rate increases annually based upon a review of their work. Salary and rate increases are not automatic. They are based on individual work performance and the availability of funds.

B. Overtime Payments:

The nature of The Arc's work may, on occasion, necessitate the payment of overtime wages to non-exempt staff members. In general, compensatory time in lieu of overtime will not be provided to either exempt or non-exempt staff.

Overtime wages will be paid only in unique or emergency situations or in positions where overtime hours are a customary part of the employee's agreement.

Overtime payments are computed at one-and one-half times the regular hourly rate of pay for the employee, except as provided under the terms of holiday pay.

C. **Authorization of Overtime Payment:**

Overtime must be authorized in advance except in emergency situations. In these cases, earned overtime should be reported to the Executive Director or his/her designee on the next regular working day on which The Arc's office is open for business.

D. **Wage/Garnishments:**

The Arc of Prince George's County is required by law to honor all legally appropriate court-ordered garnishments of wages. If an employee's wages are garnished, The Arc will withhold the necessary amounts from his/her paycheck.

V. Disciplinary Procedure
For Employees of Regular Status

It is the policy of The Arc of Prince George's County to encourage high standards of employee conduct and work performance. All employees are expected to know these standards and procedures, including those specific to each program/department, and to follow them accordingly.

The disciplinary procedure shall not apply in cases of employee misconduct or for employees who are on conditional employment.

At the discretion of the Executive Director or his/her designee, and depending on the severity of the unacceptable conduct or performance, steps 1, 2, & 3 do not have to be adhered to in sequential order; however, one of the first three steps must precede the initiation of step 4.

1. The first step in The Arc's disciplinary procedure is an "initial reprimand". The supervisor must document the conversation and include date, name of the employee, and subject matter. This record is to be kept in the supervisor's personal files and will not be placed in the employee's personnel record.

2. The second step will be a "written reprimand". This reprimand will describe the unacceptable conduct or performance, specify the improvement needed, as well as the time frame within which the improvement must be made. This written reprimand should be signed and dated by the supervisor and the employee and entered into the employee's personnel record.

3. The third step is reinstatement of conditional employment status. This written notification will describe the unacceptable conduct or performance and specify the improvement needed, state the time frame of conditional employment reinstatement, as well as the time by which improvement must be made. This notification will be signed and dated by the supervisor and the employee. A copy of this notice will be retained in the employee's personnel record.

4. The fourth and final step of the disciplinary procedure is termination of employment. Employees who fail to improve their conduct or performance as specified in steps 1, 2, and/or 3 shall be terminated.

VI. Termination of Employment

A. Resignations:

An employee who wishes to terminate his/her employment in good standing may do so by providing a letter of resignation giving the required amount of notice. The required amount of written notice for Directors and live-in staff is four weeks, and for all other staff is two weeks.

B. Dismissal:

The Arc may terminate an employee's employment by giving written notice of four (4) weeks for exempt employees and two (2) weeks for non-exempt employees. The Arc may, at its option, give the salary equivalent in lieu of notice.

C. Dismissal for Misconduct:

In cases of misconduct, an employee's services may be terminated immediately without the opportunity to implement the disciplinary procedures. Misconduct includes but is not limited to: abuse and neglect of program participants; illegal use or possession of controlled dangerous substances; intoxication or impairment during working hours as the result of using alcoholic beverages or controlled dangerous substances; dishonesty; fraud; theft; unauthorized absence; immorality; willful neglect of duty; unsafe and/or unauthorized use of agency vehicles; insubordination; possession of weapons while on duty or on Arc property; behavior that directly threatens the safety of others and/or other reasons found to have just cause.

D. **Termination In Good Standing:**

Employees who resign or are dismissed for reasons other than misconduct are considered to be “terminated in good standing”.

E. **Termination Not in Good Standing:**

Employees whose service is terminated for reasons of misconduct or who resign without adequate notice will be considered “terminated not in good standing” and are not eligible for rehire.

VII. Routine Operations:

A. Pay Periods:

Employees of The Arc will be paid on a bi-weekly basis. The work week begins at 12:00am on Sunday and ends at 12:00 midnight the following Saturday.

B. Paydays:

Employee checks will be issued on a bi-weekly schedule as determined by the Executive Director.

C. Time Sheets:

Time sheets will be due in each department as specified by the Program Director. All employees are required to submit time sheets which reflect the hours worked for each pay period. Forms for reporting time will be provided by The Arc. Employees are required to sign their time sheets. Unsigned time sheets will not be processed and late time sheets may result in late paychecks.

D. Working Hours/Administrative & Office Staff:

The Arc offices are open from 9:00am to 5:00pm Monday through Friday. The regular work week for full administrative and office personnel is 40 hours per week (including a 45 minute paid lunch).

Schedules for exempt employees are flexible and may include evening hours depending upon the needs of The Arc and its participants. These schedules are arranged between the employee and the Executive Director or his/her designee.

E. **Working Hours**
Residential Staff & Day Programs:

Employees working in the residential component and day programs will be assigned hours based on the needs of the program participants, The Arc, and the smooth operation of the programs. These schedules may vary from week to week as needed. Responsibility for assigning these hours rests with the program directors.

F. **Inclement Weather:**

For purposes of this policy, inclement weather is defined as weather conditions that impact transportation safety resulting in the late opening or closing of Prince George's County schools.

Administrative Office– In the event of inclement weather, liberal leave will be in effect enabling staff to arrive up to two hours late without being required to use leave. If staff will be arriving late, they must notify their Director prior to their regular time of arrival. Liberal leave also enables staff to request leave, without advance notice, should they need to arrive more than two hours late or take the day off. Staff are required to make such requests to their Director prior to their regular time of arrival. Otherwise, staff are expected to report to work on time. In the event a decision is made to close the administrative office, all staff will be notified by the Director or his/her designee. In some cases, certain staff may be deemed essential and required to report to work even though the office is closed. These persons will be identified on a case by case basis. All staff in administrative roles need to be prepared to report to work if instructed to do so.

Day Programs– In the event of inclement weather, liberal leave will be in effect enabling staff to arrive up to two hours late without being required to use leave. If staff will be arriving late, they must notify their Director prior to their regular time of arrival. Liberal leave also enables staff to request leave, without advance notice, should they need to arrive more than two hours late or take the day off. Staff are required to make such requests to their Director prior to their regular time of arrival. Otherwise, staff are expected to report to work on time. In the event a decision in made to close, all staff and participants will be notified by the Program Director and/or the Transportation Manager.

Transportation Program- The Arc's Transportation Program follows the closing and delay policy of the Prince George's County School System in the event of inclement weather. Should inclement weather occur when the schools are not in operation, (i.e. winter break) a decision will be made by the Executive Director. If the transportation program is operating on a delayed schedule, transportation staff are expected to report to work accordingly. Should the transportation program be closed for the day, staff are not expected to report to work. Transportation staff are expected to remain available to return to work early on those days in which the weather could result in an early dismissal. The transportation Manager will contact all staff should a decision be made to dismiss the day programs early.

Employment Services- The employment services staff and participants will follow the contractual agreements for each work site. A determination will be made by the Program Director. In the event a decision is made to close, all staff and participants will be notified by the Program Director or his/her designee.

Thrift Store– In the event of severe inclement weather, a decision regarding the closing of the thrift store will be made by the Store Manager. The Store Manager will notify the Deputy Executive Director and store staff.

VIII. Miscellaneous

A. Travel Expenses:

The Arc will reimburse employees for reasonable expenses incurred during the conduct of The Arc's business including reimbursement for the use of the employee's car. The rate for reimbursement will be established by the Board of Directors and may be revised as needed. Reimbursement will only be provided for distance traveled beyond round trip mileage from home to work.

Employees must submit requests for reimbursement on the forms provided by The Arc, together with vouchers, receipts, or other proof of expense.

Overnight travel or travel outside the State of Maryland (with the exception of Washington D.C. and Virginia) requires the prior approval of the Executive Director or his/her designee.

B. Use of Agency Vehicles:

Agency vehicles are provided for the use of staff while conducting Arc related business and are not to be used for personal or non-Arc business and should not be operated by individuals not employed by The Arc. Unauthorized and unsafe use of agency vehicles can result in termination of employment.

C. Meal Reimbursements:

If an administrative employee or a direct-service, non-residential employee is required to work a full eight hour day prior to working evening hours, such as for a scheduled meeting or training session, that individual may be reimbursed for dinner expenses up to a maximum of $5.00. A receipt for the meal must be turned in on the forms provided by The Arc for reimbursement.

D. **Personal Phone Calls:**

Arc staff are discouraged from making personal calls from The Arc phones. Any personal phone calls should be brief and kept to minimum. Full-time live-in residential staff are entitled to local phone call privileges at no cost, as part of their room and board compensation. No personal long distance phone calls can be charged to Arc phones. In case of an emergency, staff must reimburse The Arc for any long distance personal phone calls.

E. **Breaks and Lunch Period:**

The Arc provides office staff with a break and a lunch period as part of the normal working day. Employees have the option of taking a 45 minute lunch period or up to 15 minutes in breaks and a 30 minute lunch period. Lunch periods will be scheduled by the Executive Director or his/her designee to assure the routine flow of work. Lunch periods for program staff will be scheduled by the Program Director around the needs of the program and participants.

F. **Personal Belongings:**

The Arc bears no responsibility for damage to or loss of employees' personal property either in our residential homes, offices or program areas. Staff are responsible for securing their belongings and/or insuring them at their own expense, if so desired.

G. Appearance and Attire:

A clean, neat appearance is expected of all Arc staff. Staff must be well-groomed, neat and dressed appropriately according to their job function as determined by the Program Director. Revealing attire and clothes made of see-through materials or clothes that expose areas of the body usually covered in the workplace are prohibited.

IX. Grievance Procedure
(For Employees of Regular Status)

It is the policy of The Arc to administer its various policies, procedures, practices, and programs in a fair and uniform manner for all employees. In any work situation, it is inevitable that problems and misunderstandings will arise in the administration of these personnel policies. The need for prompt attention to the grievance of any employee who alleges inconsistent application of the policies is obvious and unquestioned.

All employees are assured that it is their right to follow a procedure in which they can present their legitimate concerns at various levels without fear of reprisal or censure. It is in the best interest of all parties to follow an organized, yet simple procedure for the resolution of these problems.

If an employee has reason to believe that any personnel policy, practice or procedure has been denied him/her or has been applied in an inconsistent manner, the following procedure has been established for the discussion and resolution of such problems.

Step 1 - The grievance or concern should be discussed by the employee with his/her immediate supervisor in an effort to resolve the problem or to correct any misunderstanding. It is the supervisor's responsibility to reply orally to the employee's grievance within three working days of the discussion.

Step 2 - If the problem remains unresolved, the grievance shall be put in writing by the employee, with all surrounding facts, and presented to the Program Director, unless the Program Director is the immediate supervisor, in which case, the employee should immediately go from Step 1 to Step 3. The Program Director shall arrange a

meeting with the employee within five working days of receipt of the written grievance and shall respond in writing to the grieving employee within five working days of the meeting.

Step 3 - If the employee desires to pursue his/her grievance further, he/she may present a written grievance to the Executive Director of The Arc. The Executive Director will arrange a meeting with the employee within ten working days from the receipt of the written grievance. Once the meeting has occurred, the Executive Director will provide a written response to the employee within ten days. The Executive Director's decision concerning the matter will be final unless the employee's grievance concerns discriminatory personnel practices with regard to race, sex, sexual orientation, color, creed, national origin, age or disability and/or the Executive Director fails to respond to the grievance within the timelines outlined above.

Step 4 - If the employee's grievance meets either of the two above stated exceptions, the employee can make one final grievance to the Executive Committee of the Board of Directors. This grievance must be made in writing to the President of The Arc. The President will determine whether or not the matter meets either of the two exception categories. If it does not, the President will inform the employee in writing accordingly and indicate that the Executive Director's decision is final. This notification will be provided within five working days from receipt of the grievance. If it meets one of the exception categories, the President will arrange a meeting within ten working days between the employee and the Executive Committee. The Executive Committee will then render The Arc's final decision in writing to the employee within five working days of the meeting.

All discussions shall involve only the grieving employee and the appropriate supervisor.

Prompt and equitable resolution of problems or grievances are objectives of this procedure. Therefore, the following time schedules shall apply:

1. Any answer to the employee at Step 1, 2, 3, and 4 shall be considered as final, if the employee does not advance his/her grievance to the next step within five working days after receipt of an answer.

2. Failure to reply to an employee's grievance within the above time limits shall automatically advance the complaint to the next step of the procedure.

3. The time limits established above may be modified by mutual agreement because of the absence of one or more of the parties for good reason, such as vacations, work schedules, illness and similar absence-causing circumstances.

4. No grievance can be accepted for progressing under this grievance procedure if the date of the occurrence giving rise to the grievance was more than thirty calendar days before the matter was first presented at Step 1 of the procedure.