This is a controlled document. Meaning the most up-to-date version is electronic, and therefore printing this document is not recommended to maintain document control.
HANDBOOK DISCLAIMER

We prepared this manual to answer the questions employees frequently have regarding their employment with The Arc Prince George's County. Please take the necessary time to read it.

We do not expect this manual to answer all questions. Contact Supervisors and Human Resources Department staff for any additional information.

Neither this manual nor any other verbal or written communication by a management representative is, nor should it be considered to be, an agreement, contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation, nor does it confer any contractual rights whatsoever. The Arc Prince George's County adheres to the policy of employment at will, which permits The Arc or the employee to end the employment relationship at any time, for any reason, with or without cause or notice.

No representative other than the Human Resources Department may modify at-will status and/or provide any special arrangement concerning terms or conditions of employment in an individual case or generally and any such modification must be in a signed writing.

Many matters covered by this manual, such as benefit plan descriptions, are also described in separate documents. These documents are always controlling over any statement made in this manual or by any member of management.

This manual states only general guidelines. The Arc may, at any time, in its sole discretion, modify or vary from anything stated in this manual, with or without notice, except for the rights of the parties to end employment at will, which may only be modified by an express written agreement signed by the employee and Director of Human Resources.

This manual supersedes all prior manuals.
# Table of Contents

Section 1 - Governing Principles of Employment ...............................................................6
  1-1 Introduction ..................................................................................................................6
  1-2 At Will Introduction .................................................................................................6
  1-3 Equal Employment Opportunity .............................................................................7
  1-4 Non-Harassment .......................................................................................................8
  1-5 Sexual Harassment ...................................................................................................9
  1-6 Compliance and Code of Ethics ...............................................................................10
  1-7 Pregnancy Accommodations ..................................................................................11
  1-8 Drug-Free and Alcohol-Free Workplace ...............................................................12
  1-9 Workplace Violence ...............................................................................................16
  1-10 Conflicts of Interests ............................................................................................18
  1-11 Our Internal Commitment to First-Class Service – Manager Expectations ..........20

Section 2 - Operational Policies .........................................................................................22
  2-1 Employee Classifications .......................................................................................22
  2-2 Conditional Employment Period ...........................................................................22
  2-3 Employee Service Credit .......................................................................................23
  2-4 Your Employment Records ....................................................................................23
  2-5 Working Hours/Administrative & Office Staff .......................................................23
  2-6 Time Cards ...............................................................................................................23
  2-7 Overtime Payments ...............................................................................................24
  2-8 Salary Level/Rates of Pay ......................................................................................24
  2-9 Pay Periods and Paydays .......................................................................................24
  2-10 Travel and Expense Reimbursement Policy .......................................................25
  2-11 Employment Development and Promotion .......................................................27
  2-12 Working Hours Residential Staff & Day Programs ...........................................28
  2-13 Authorization of Overtime Payment ..................................................................28
  2-14 Use of Agency Vehicles .......................................................................................28
  2-15 Performance Evaluations ....................................................................................30
  2-16 Inclement Weather ...............................................................................................30
  2-17 Breaks and Lunch Periods ...................................................................................31

Section 3 - Benefits ..........................................................................................................32
  3-1 Benefits Overview/Disclaimer ...............................................................................32
  3-2 Holidays ..................................................................................................................32
  3-3 Sick Leave ...............................................................................................................34
  3-4 Maternity/Paternity Leave ....................................................................................36
  3-5 Lactation Breaks ....................................................................................................36
  3-6 Paid Time Off – For Hourly Employees Hired On or After July 1, 2015 ...............36
  3-7 Workers' Compensation .......................................................................................37
  3-8 Voting Leave ..........................................................................................................38
  3-9 Insurance Programs ..............................................................................................38
  3-10 Short & Long-Term Disability Insurance ............................................................39
<table>
<thead>
<tr>
<th>Section</th>
<th>Topic</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>3-11</td>
<td>Salary Continuation</td>
<td>39</td>
</tr>
<tr>
<td>3-12</td>
<td>Employee Assistance Program</td>
<td>39</td>
</tr>
<tr>
<td>3-13</td>
<td>Retirement Plan</td>
<td>39</td>
</tr>
<tr>
<td>3-14</td>
<td>Flexible Spending Accounts</td>
<td>40</td>
</tr>
<tr>
<td>3-15</td>
<td>Credit Union</td>
<td>40</td>
</tr>
<tr>
<td>3-16</td>
<td>Employee Referral Awards</td>
<td>40</td>
</tr>
<tr>
<td>4</td>
<td>Leaves of Absence</td>
<td>41</td>
</tr>
<tr>
<td>4-1</td>
<td>Court Leave</td>
<td>41</td>
</tr>
<tr>
<td>4-2</td>
<td>Annual Leave</td>
<td>41</td>
</tr>
<tr>
<td>4-3</td>
<td>Bereavement Leave</td>
<td>42</td>
</tr>
<tr>
<td>4-4</td>
<td>Personal Leave</td>
<td>42</td>
</tr>
<tr>
<td>4-5</td>
<td>Military Leave</td>
<td>43</td>
</tr>
<tr>
<td>4-6</td>
<td>Family and Medical Leave</td>
<td>43</td>
</tr>
<tr>
<td>4-7</td>
<td>Leave Without Pay</td>
<td>49</td>
</tr>
<tr>
<td>4-8</td>
<td>Administrative Leave</td>
<td>50</td>
</tr>
<tr>
<td>4-9</td>
<td>Unauthorized Leave of Absence</td>
<td>50</td>
</tr>
<tr>
<td>5</td>
<td>General Standards of Conduct</td>
<td>51</td>
</tr>
<tr>
<td>5-1</td>
<td>Workplace Conduct</td>
<td>51</td>
</tr>
<tr>
<td>5-2</td>
<td>Punctuality and Attendance</td>
<td>52</td>
</tr>
<tr>
<td>5-3</td>
<td>Use of Communications and Computer Systems</td>
<td>52</td>
</tr>
<tr>
<td>5-4</td>
<td>Use of Social Media</td>
<td>53</td>
</tr>
<tr>
<td>5-5</td>
<td>Maryland: Personal and Company-Provided Portable Communication Devices</td>
<td>54</td>
</tr>
<tr>
<td>5-6</td>
<td>Smoking</td>
<td>55</td>
</tr>
<tr>
<td>5-7</td>
<td>Personal Visits and Telephone Calls</td>
<td>55</td>
</tr>
<tr>
<td>5-8</td>
<td>Solicitation and Distribution</td>
<td>56</td>
</tr>
<tr>
<td>5-9</td>
<td>Bulletin Boards</td>
<td>56</td>
</tr>
<tr>
<td>5-10</td>
<td>Confidential Company Information</td>
<td>56</td>
</tr>
<tr>
<td>5-11</td>
<td>Conflict of Interest and Business Ethics</td>
<td>56</td>
</tr>
<tr>
<td>5-12</td>
<td>Use of Facilities, Equipment and Property, Including Intellectual</td>
<td>57</td>
</tr>
<tr>
<td></td>
<td>Property</td>
<td></td>
</tr>
<tr>
<td>5-13</td>
<td>Health and Safety</td>
<td>58</td>
</tr>
<tr>
<td>5-14</td>
<td>Hiring Relatives/Employee Relationships</td>
<td>59</td>
</tr>
<tr>
<td>5-15</td>
<td>Appearance and Attire</td>
<td>59</td>
</tr>
<tr>
<td>5-16</td>
<td>Publicity/Statements to the Media</td>
<td>59</td>
</tr>
<tr>
<td>5-17</td>
<td>Business Expense Reimbursement</td>
<td>60</td>
</tr>
<tr>
<td>5-18</td>
<td>Background and References Checks</td>
<td>60</td>
</tr>
<tr>
<td>5-19</td>
<td>Termination of Employment</td>
<td>60</td>
</tr>
<tr>
<td>5-20</td>
<td>Exit Interviews</td>
<td>61</td>
</tr>
<tr>
<td>5-21</td>
<td>Employee Protection (Whistleblower) Policy</td>
<td>61</td>
</tr>
<tr>
<td>5-22</td>
<td>Medicaid Fraud and Abuse Reporting</td>
<td>62</td>
</tr>
<tr>
<td>5-23</td>
<td>Grievance Procedure</td>
<td>64</td>
</tr>
<tr>
<td>5-24</td>
<td>Gift Policy</td>
<td>66</td>
</tr>
<tr>
<td>5-25</td>
<td>Training Requirements</td>
<td>66</td>
</tr>
<tr>
<td>5-26</td>
<td>Disciplinary Procedure</td>
<td>67</td>
</tr>
<tr>
<td>5-27</td>
<td>Records</td>
<td>68</td>
</tr>
</tbody>
</table>
Section 1 - Governing Principles of Employment

1-1 Introduction

To All The Arc Employees:

You are The Arc 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.

Working with and on behalf of people with developmental disabilities is a rewarding and challenging profession. It's a two-way street. Hopefully, you will help guide the folks we support so that they experience a wide array of meaningful opportunities in their respective communities. Through this experience, I guarantee you also will grow as an individual and learn much about yourself and the world around you.

This handbook is designed to acquaint you with The Arc and provide you with information about working conditions, employment benefits, and some of the policies affecting your employment. You should read, understand and comply with all provisions of the handbook. It describes many of your responsibilities as an employee and outlines the programs developed by The Arc to benefit employees. Our objective is to provide a work environment that is conductive to both personal and professional growth.

The policies in this handbook are intended solely as information for employees of The Arc. The Arc reserves the right to change the handbook at any time without prior notice.

We hope you will find The Arc a rewarding and pleasant place to work. We are looking to the journey together.

Welcome to The Arc!

Sincerely,

Robert Malone, Executive Director

1-2 At Will Introduction

The Arc Prince George’s County is an at-will employer. The personnel policies and procedures defined in this handbook are for the mutual benefit of staff, individuals receiving services, and the welfare of citizens with developmental disabilities throughout Prince George’s County. 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 individuals 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.

**Establishment and Amendment:**

The policies and procedures contained within this handbook have been approved and adopted by The Board of Directors of The Arc Prince George’s County. The policies are not designed to be rigid or inflexible. 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.

**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.

**1-3 Equal Employment Opportunity**

The Arc Prince George's County is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, creed, color, religion, alienage or national origin, ancestry, citizenship status, age, disability or handicap, sex, marital status, veteran status, sexual orientation, genetic information, arrest record, or any other characteristic protected by applicable federal, state or local laws. Our management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities and general treatment during employment.

**Accommodations for Individuals with Disabilities:** The Arc will make reasonable accommodations, as required by law, for the known physical or mental disabilities of an otherwise qualified applicant or employee, unless doing so would impose an undue hardship upon The Arc's business operations. An accommodation is not reasonable if, even with the accommodation, the employee is unable to perform essential job duties in a manner that would not endanger the employee's health or safety of the employee or others.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the Director of Human Resources. The Arc will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. If an employee feels he or she has been subjected to any such retaliation, he or she should bring it to the attention of the Director of Human Resources. To ensure our workplace is free of artificial barriers, violation of this policy including any improper retaliatory conduct will lead to discipline, up to and including discharge. All employees must cooperate with all investigations.
1-4 Non-Harassment

The purpose of this practice is to establish zero tolerance standards for harassment of any kind in our work environment. All employees have the right to work in an environment free from all forms of discrimination and conduct which can be considered harassing, coercive or disruptive.

Scope

This practice applies to all employees.

Practice

Consistent with our policy of Equal Employment Opportunity, The Arc is committed to maintaining a work environment that is free of discrimination. In keeping with this commitment, The Arc will not tolerate any form of harassment or unlawful discrimination against The Arc employees by anyone, including supervisors and other employees.

Harassment

Harassment consists, generally, of unwelcome conduct, whether verbal, physical, or visual, that is based upon a person’s protected status, such as sex, color, race, ancestry, religion, national origin, sexual orientation, age, disability, veteran status, citizenship status, or other protected group status. Harassment includes conduct that denigrates or shows hostility or aversion toward an individual because of his or her protected status or that of his or her relatives, friends or associates.

It is important to inform The Arc immediately if you experience or observe any illegal discrimination or harassment. Please remember that we can take no action to remedy these situations unless we are made aware of them.

All staff members are expected to avoid any behavior or conduct that could reasonably be interpreted as unlawful harassment of associates or persons who do business in The Arc.

All staff members, particularly management staff, are expected to avoid any behavior or conduct that could be interpreted as unlawful harassment. All staff members also should understand the importance of informing an individual whenever that individual’s behavior is unwelcome, offensive, in poor taste, or inappropriate. If you don’t feel comfortable addressing the individual directly, we urge you to take advantage of the other methods used to report inappropriate conduct described throughout this policy. Staff who witness an act of harassment and fail to report it are just as guilty as the alleged harasser and may be subject to disciplinary action.

Staff members who believe they have experienced or witnessed discrimination or harassment are to immediately notify their Program Director or the Director of Human Resources, who will take steps to ensure that their report is properly investigated. (Refer to the Grievance Procedure in The Employee Handbook). Staff should put the complaint in writing (i.e. date, time, specifically what occurred, witness, etc.). There will be no retaliation against anyone for reporting discrimination or harassment, or for cooperating with an investigation of a complaint of discrimination or harassment.
The Arc will investigate each complaint promptly and keep complaints and the result of any investigation confidential to the fullest extent practicable. All employees are required to fully cooperate with any investigations.

If an investigation confirms that a violation of this policy has occurred, then appropriate corrective actions, including disciplinary measures, which may include termination, will be taken. In investigating complaints of harassment under this policy, The Arc may discipline for inappropriate conduct without regard to whether the conduct constitutes a violation of the law. (Refer to the Disciplinary Procedure in the Employee Handbook).

The Arc will advise appropriate parties of the outcome of an investigation in a manner consistent with our efforts to maintain a harassment free environment while maintaining confidentiality to the fullest extent practicable.

The Arc will provide training to staff on the harassment policy.

1-5 Sexual Harassment

It is The Arc Prince George's County's policy to prohibit harassment of any employee by any supervisor, employee, customer or vendor on the basis of sex or gender. The purpose of this policy is not to regulate personal morality within The Arc. It is to ensure that at The Arc all employees are free from sexual harassment. While it is not easy to define precisely what types of conduct could constitute sexual harassment, examples of prohibited behavior include unwelcome sexual advances, requests for sexual favors, obscene gestures, displaying sexually graphic magazines, calendars or posters, sending sexually explicit e-mails, text messages and other verbal or physical conduct of a sexual nature, such as uninvited touching of a sexual nature or sexually related comments. Depending upon the circumstances, improper conduct also can include sexual joking, vulgar or offensive conversation or jokes, commenting about an employee's physical appearance, conversation about your own or someone else's sex life, or teasing or other conduct directed toward a person because of his or her gender which is sufficiently severe or pervasive to create an unprofessional and hostile working environment.

Sexual harassment deserves special mention. Unwelcome sexual advances, requests for sexual favors, and other physical, verbal, or visual conduct based on sex may constitute sexual harassment. This conduct is unlawful when:

1. Submission to the conduct is an explicit or implicit term or condition of employment,

2. Submission to or rejection of the conduct is used as the basis for an employment decision, or

3. The conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive working environment. Sexual harassment may include such actions as:

   - Sex-oriented verbal kidding, teasing, and or jokes;
The Arc will not tolerate any such conduct in the workplace, regardless of the circumstances.

It is important to inform The Arc immediately if you experience or observe any illegal discrimination or harassment. Please remember that we can take no action to remedy these situations unless we are made aware of them.

All staff members are expected to avoid any behavior or conduct that could reasonably be interpreted as unlawful harassment of associates or persons who do business in The Arc.

All staff members, particularly management staff, are expected to avoid any behavior or conduct that could be interpreted as unlawful harassment. All staff members should also understand the importance of informing an individual whenever that individual’s behavior is unwelcome, offensive, in poor taste, or inappropriate. If you don’t feel comfortable addressing the individual directly, we urge you to take advantage of the other methods used to report inappropriate conduct described throughout this policy. Staff who witness an act of harassment and fail to report it are just as guilty as the alleged harasser and may be subject to disciplinary action.

Staff members who believe they have experienced or witnessed discrimination or harassment are to immediately notify their Program Director or the Director of Human Resources, who will take steps to ensure that their report is properly investigated. (Refer to the Grievance Procedure in The Employee Handbook). Staff should put the complaint in writing (i.e. date, time, specifically what occurred, witness, etc.). There will be no retaliation against anyone for reporting discrimination or harassment, or for cooperating with an investigation of a complaint of discrimination or harassment.

The Arc will investigate each complaint promptly and keep complaints and the result of any investigation confidential to the fullest extent practicable.

If an investigation confirms that a violation of this policy has occurred, then appropriate corrective actions, including disciplinary measures, which may include termination, will be taken. In investigating complaints of harassment under this policy, The Arc may discipline for inappropriate conduct without regard to whether the conduct constitutes a violation of the law.

The Arc will advise appropriate parties of the outcome of an investigation in a manner consistent with our efforts to maintain a harassment free environment while maintaining confidentiality to the fullest extent practicable.

The Arc will provide training to staff on the harassment policy.

1-6 Compliance and Code of Ethics

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 there under is available from The Arc Human Resources Office.

**Code of Ethics:**

The Arc Prince George’s County is a private, non-profit association dedicated to advocating for and providing services to persons with developmental disabilities 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 developmental disabilities, professionals in the field of developmental disabilities 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:

1. Accepts full or part-time employment in any organization which does substantial business with The Arc and as a result makes a profit there from.
2. Uses his/her position for personal benefit or for the benefit of family members.
3. 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.

**1-7 Pregnancy Accommodations**

In compliance with Maryland law, if a pregnant employee requests an accommodation for a disability caused or contributed to by pregnancy, The Arc Prince George's County will explore reasonable accommodations with the pregnant employee, and it will endeavor to provide a reasonable accommodation unless doing so would impose an undue hardship on The Arc Prince George's County. Such accommodations may include:

1. Changing the employee’s job duties;
2. Changing the employee’s work hours, relocating the employee’s work area;
3. Providing mechanical or electrical aids;
4. Transferring the employee to a less strenuous or less hazardous position;
5. Providing leave.

The Arc Prince George's County may require an employee to provide a certification from the employee’s health care provider concerning the medical advisability of a reasonable accommodation to the same extent a certification is required for other temporary disabilities. A certification should include:

1. The date the reasonable accommodation became medically advisable;
2. The probable duration of the reasonable accommodation; and
3. An explanatory statement as to the medical advisability of the reasonable accommodation.

Employees with questions or concerns regarding this policy or who would like to request an accommodation should contact the Human Resources Director.

**1-8 Drug-Free and Alcohol-Free Workplace**

The Arc Prince George's County provides service to individuals with developmental disabilities and their families. The Arc is committed to maintaining a drug and alcohol free work environment to ensure the safety of our consumers, employees and facilities, as well as the safety of the general public. The Arc is also obligated to uphold and enforce the Drug-Free Workplace Act of 1988.

The purpose of this policy is to establish The Arc’s requirement that its employees report to work in a condition to perform their duties and not use, possess, distribute, transfer, or be under the influence of alcohol or illegal drugs while on The Arc’s premises or while doing The Arc’s business. The Arc has the right to conduct drug and alcohol testing of its employees and applicants for employment. The drugs tested for under this policy include but are not limited to cocaine, opiates (heroin), phencyclidine (PCP), marijuana, amphetamines, and alcohol.

**Scope**

This policy covers and applies to all employees of The Arc Prince George's County at all locations, as well as all applicants for employment.

**Administration**

This policy will be administered through Human Resources.

Nothing in the policy in any way alters or limits The Arc’s right or ability to take any other personnel actions it deems appropriate consistent with federal, state, and local law.

For further information about this policy, please contact the Human Resources department.

**Definitions**
**Drug:** Any chemical substance or medication that produces physical, mental, emotional or behavioral changes in the user. Alcohol is a drug for purposes of this policy.

**Illegal Drug:** Any drug or derivative thereof which the use, possession, sale, transfer, attempted sale, manufacture or storage of is illegal or regulated under any federal, state, or local law or regulation and any other drug, including but not limited to prescription drugs and over the counter drugs, used other than as prescribed or directed or by someone other than to whom prescribed.

**Under the Influence:** The presence of any drug or alcohol in the body as verified by laboratory tests, or impairment to any degree, as verified by appropriate field tests.

### I. Testing for Drugs and Alcohol

The Arc reserves the right to conduct drug and alcohol testing of its employees and job applicants in the following circumstances:

**Pre-Employment**

All applicants are required to submit to a test for alcohol and illegal drugs. Refusal to execute the consent to such testing, refusal to be tested or cooperate in its administration, or a positive test result will disqualify an applicant from employment.

**Reasonable Suspicion**

All employees may be required to submit to a test for alcohol and illegal drugs when events occur or conditions exist that indicate, in The Arc’s judgment, that alcohol or illegal drug use or abuse may be occurring in violation of this policy. Such reasonable suspicion testing shall take place under circumstances that include but are not limited to the following:

- Where violations of safety rules or procedures (including this policy) are suspected or observed; or
- Where an employee exhibits abnormal or erratic behavior; or
- Where an employee’s work performance, appearance, or attendance changes; or
- Where an employee’s observed behavior, appearance, or personal comportment (such as alcohol odors, slurred speech, stumbling) leads to a suspicion of drug or alcohol use.

Supervisors shall contact the Director of Human Resources to obtain their approval for testing arising from reasonable suspicion. The Director of Human Resources shall make the necessary arrangements for the test if they agree that reasonable suspicion exists.

**Post Accident/Workers’ Compensation Injury**

Any The Arc employee who is involved in an accident while using an agency vehicle or transporting a consumer is required to report the accident to their Program Director immediately. The Program
Director shall contact the Workers’ Compensation Administrator who shall arrange for testing. Testing must be completed within 24 hours of the event. Any The Arc employee who is involved in a workers’ compensation injury where medical treatment is sought is required to report the injury to their Program Director immediately. The Program Director shall contact the Workers’ Compensation Administrator who shall arrange for testing. Testing must be completed within 24 hours of the event.

**Testing Procedures**

All testing will be conducted in conformity with and by a laboratory permitted or certified in accordance with the Health-General Article of the Maryland Code.

The Policy will be administered through the Human Resources Director. When the decision is made to test any employee under this Policy, Human Resources will make the arrangements for the test, inform the individual of the time frame in which to take the test, and provide the individual the name and address of the laboratory that will do the testing.

The individual will at that time be required to sign consent to such testing.

The employee will be compensated for time and mileage according to normal policies and procedures.

**Consent and Cooperation**

The refusal by an employee to immediately provide written consent, submit to or cooperate with a test as required by The Arc pursuant to this policy will result in his or her immediate termination, or, in the case of applicants, denial of employment.

**Notification of Results**

The Director of Human Resources shall notify employees of test results. Test results will be maintained in a separate, confidential file in the Human Resources Office and will not be part of the employee’s personnel file.

**Effect of Negative Results**

If a job applicant’s pre-employment test is negative, the applicant will be eligible for hire, assuming all other pre-screenings are favorable.

If an employee’s test is negative, the circumstances that lead to the testing will be handled according to The Arc’s disciplinary policy.

**Effect of Positive Results**

When the pre-employment test of an applicant is positive, the applicant will be notified and will be denied employment opportunities at The Arc.

Employees who test positive will be terminated.
Individuals who test positive will be provided with a copy of the following:

1. The test results; and
2. Written notice of the employee’s right to request, at his or her own expense, an independent testing of the same specimen for verification of results in a laboratory that is certified under the Health-General Article of the Maryland Code.

II. Use of Drugs and Alcohol

Prohibited Conduct

The following are strictly prohibited and will result in immediate disciplinary action up to and including immediate suspension or termination of employment.

- Reporting to work under the influence of illegal drugs or alcohol or being under the influence of alcohol or illegal drugs during working hours, on The Arc’s premises, or while doing The Arc’s business.
- Use, possession, transfer, storage, or manufacture of illegal drugs on, about, or in property owned, leased, or managed by The Arc.
- Use or storage of medications in an inappropriate manner that creates a safety hazard to a consumer, another employee, or the public.
- Conviction or pleading guilty or nolo contendere under a criminal drug statute.
- Refusal to submit to or cooperate with required testing, including failing to appear for the test within the designated time frame.

Employee Notifications

An employee who uses any medication, whether legally prescribed or over the counter, which may affect or impair the employee’s ability to complete his or her job duties is required to notify his or her supervisor at the start of that employee’s workday. If the medication in use and/or the nature of the work is such that The Arc feels that the safety of its consumers, employees, or facilities might be compromised, The Arc reserves the right to temporarily reassign the employee and/or to refuse to allow the employee to work while the medication is in effect.

Employees are required to notify Human Resources if they are convicted, plead guilty or plead nolo contendere to any charge under a criminal drug statute while employed by The Arc within five (5) days of the conviction or plea. Failure to comply may result in termination of employment.

Searches
The Arc reserves the right to inspect and/or search all of The Arc’s property for drugs, alcohol or other contraband. All employees, contract employees, and visitors may be asked to cooperate in inspections of their personal work areas and property that might conceal a drug, alcohol or other contraband. Employees who possess such contraband or refuse to cooperate in such inspections are subject to appropriate discipline up to and including discharge. Searches must be approved by the Executive Director, and may be conducted by law enforcement authorities.

**Voluntary Treatment**

The Arc will assist and support employees who voluntarily seek help for such problems before becoming subject to discipline and/or termination under this or other policies. Such employees may be allowed to use accrued paid time off, or they may be placed on unpaid leaves of absence, or referred to treatment providers and/or otherwise accommodated as required law. Such employees may be required to document that they are successfully following prescribed treatment and to take and pass follow-up tests if they hold jobs that are safety-sensitive or that require driving. The confidentiality of employees who are seeking assistance shall be strictly maintained.

**Convictions**

The Arc reserves the right to take appropriate disciplinary action in the event that an employee is convicted of drug or alcohol charges. The disciplinary action will be determined by the Director of Human Resources consistent with the nature of the conviction, up to and including termination of employment.

**1-9 Workplace Violence**

**Introduction**

The Arc is committed to preventing workplace violence and to maintaining a safe work environment. All employees are encouraged to be alert to the possibility of violence on the part of employees, former employees, clients, visitors and vendors and shall report all acts of violence and indirect or direct threats of violence as provided in this policy. This policy requires that all staff on The Arc premises, or while representing The Arc off-site during work-related activities, to conduct themselves in a professional manner consistent with good business practices and in absolute conformity with non-violence principles and standards.

**Retaliation**

This policy prohibits retaliation against any employee who, in good faith, reports a violation of this policy. All reports of violence will be handled in a confidential manner, with information released on a need-to-know basis. Human Resources and supervisors shall be sensitive and responsive to fears from the reporting employee of reprisal.

**False Reports or Claims**
Deliberately false or misleading claims of violence that appear to have been filed with the intention to harass or that appear to be frivolous or an abuse of the violence reporting process shall be considered instances of unacceptable personal conduct and may be subject to disciplinary action, up to and including termination.

Definitions of Prohibited Behaviors

**Workplace violence** includes, but is not limited to: intimidation, bullying, stalking, threats, physical attack, property damage, or domestic and family violence. This includes acts of violence committed by or against employees. Such acts may also involve clients, visitors or vendors.

**Bullying** is unwanted offensive and malicious behavior that undermines an individual or group through persistently negative attacks. The behavior generally includes an element of vindictiveness, and is intended to undermine, patronize, humiliate, intimidate or demean the recipient.

**Intimidation** includes but is not limited to unwarranted behavior intended to frighten, coerce, or induce duress.

**Physical attack** is unwanted or hostile physical contact including but not limited to hitting, fighting, spitting, shoving, restraining, or throwing objects.

**Property damage** is intentional damage to property and includes property owned by The Arc or by employees, clients, visitors or vendors.

**Stalking** involves harassing or pestering an individual in person, in writing, by telephone or by electronic format. Stalking also involves following an individual, spying on them, alarming the recipient, or causing them distress and may involve physical violence or the fear of physical violence.

**Threat** is the expression of intent to cause physical or mental harm. An expression constitutes a threat without regard to whether the party communicating the threat has the present ability to carry out the threat and without regard to whether the expression is contingent, conditional, or future.

**Domestic and Family Violence** is the use of abusive or violent behavior, including threats and intimidation, between people who have an ongoing or a prior intimate relationship (including people who are married, live together or date, or who have been married, lived together or dated) or between family members.

**Weapons** are any objects that may be used to intimidate, attack, or injure another person or to damage property.

Employees should promptly inform the Human Resources Department of any protective or restraining order they have obtained that lists the workplace as a protected area.

**For violence in process or immediate threats: Dial 911.**
1-10 Conflicts of Interests

Applicability

This policy applies to all board members, staff, key volunteers and interns of The Arc. Persons covered under this policy are hereinafter referred to as “Arc associates.”

Definition

A conflict of interest may exist when the interests or concerns of an Arc associate may be seen as competing with the interests or concerns of The Arc. There are a variety of situations, which raise conflict of interest concerns including, but not limited to, the following:

Financial Interests

A conflict may exist where an Arc associate or a relative or business associate of an Arc associate directly or indirectly benefits or profits as a result of a decision made or transaction entered into by the organization or by an individual supported by the organization. Examples include situations where:

- The Arc contracts to purchase lease goods, services or property from an Arc associate or a relative or business associate of an Arc associate;
- The Arc purchases an ownership interest in or invests in a business entity owned by an Arc associate, or by a relative or business associate of an Arc associate;
- The Arc offers employment to an Arc associate or a relative of business associate of an Arc associate, other than a person who is already employed by the organization;
- An Arc associate or a relative or business associate of an Arc associate is provided with a gift, gratuity, or favor of a substantial nature from a person or entity which does business or seeks to do business with The Arc;
- An Arc associate or a relative or business associate of an Arc associate is gratuitously provided use of the facilities, property, or services of The Arc.

Other Interests

A conflict may also exist where an Arc associate or a relative or business associate of an Arc associate obtains a non-financial benefit or advantage that he/she would not have obtained absent his/her relationship with The Arc, or where his/her duty or responsibility owed to The Arc conflicts with a duty or responsibility owed to another organization. Some examples include:

- An Arc associate seeks to obtain preferential treatment by The Arc for him/herself, a relative, or business associate;
• An Arc associate seeks to make use of confidential information obtained from The Arc for his/her own benefit or for the benefit of a relative, or business association, or other organization; or

• An Arc associate seeks to take advantage of an opportunity or enables a relative, business associate or other organization to take advantage of an opportunity which he/she has reason to believe would be of interest to The Arc.

Dissemination

This policy will be disseminated and reviewed with all Arc associates during their initial orientation to their respective duties. Arc associates will be required to certify in writing that they have read this policy and agree to abide by its requirements.

Disclosure

An Arc associate is under a continuing obligation to disclose, verbally or in writing, any actual or potential conflict of interest as soon as it is known or reasonably should be known. Upon commencement of the relationship with The Arc, all Arc associates will be required to sign a “Conflict of Interest Disclosure Statement.” It is expected that any potential conflict which arises later in the relationship with The Arc will be promptly disclosed by The Arc associate.

The President of the Board of Directors will provide a disclosure statement to each Board Member and the Executive Director. The Secretary of the Board shall provide the President’s disclosure statement. Upon execution, officers, directors and the executive director will return their statements to the Secretary. The Secretary will review each statement. Statements disclosing potential conflicts of interest will be submitted to the President. A copy of all statements will be given to the executive director to assure proper filing. This process will be followed, and the policy will be reviewed with all board members on an annual basis. This review process will be documented in the board minutes.

The Director of Human Resources will assure that all staff and interns sign a disclosure statement. Statements indicating a potential conflict will be referred to the Executive Director. A copy of all statements executed by staff will be filed in the individual’s personnel file.

Procedures for Addressing Conflicts of Interest

When an actual or potential conflict of interests exists in relation to a Board Member or the Executive Director, the President of the Board will be responsible for reviewing the matter and making a recommendation to the Board.

When an actual or potential conflict of interests exists in relation to the President, the Secretary of the Board will be responsible for reviewing the matter and making a recommendation to the Board.

When the actual or potential conflict of interests exists in relation to staff or interns, the Executive Director shall be responsible for the review and resulting action and will report such to the President of the Board.
Where a specific proposed action or transaction is involved, that action shall not occur until such time that it has been approved by the Executive Director or Board of Directors, as appropriate. The Arc associate will not participate in the deliberations or decision-making regarding the action.

Violations of Conflict of Interest Policy

If the Executive Director or the Board of Directors has reason to believe that an Arc associate has failed to disclose an actual or potential conflict of interest, the person shall be informed of the basis for such belief and afforded the opportunity to explain the alleged failure to disclose.

If, after hearing the response of the Arc associate and making such further investigation as may be warranted in the circumstances, it is determined that the Arc associate did in fact fail to disclose an actual or potential conflict of interest, appropriate disciplinary and corrective action may be taken.

1-11 Our Internal Commitment to First-Class Service – Manager Expectations

Every member of The Arc staff is important to the success of our mission! We are committed to demonstrate leadership and responsiveness at every level of the organization. We strive to provide the best service possible by creating a responsive and respectful culture. As a supervisor, team leader and colleague who wants to help my teammates be as effective as possible, I agree to fulfill the internal customer service requirements developed below.

Phone and Email Etiquette:
- The standard greeting for incoming phone calls is: “Thank you for calling The Arc. This is __________. How can I help you?”
- Please set up an outgoing message indicating if you are away from your desk, and refer the caller to another staff in your absence.
- Please check your email and voice messages daily, and commit to following up on requests within **48 hours**. If you cannot resolve the issue, refer the request to an appropriate resource (e.g. your supervisor, HR, Mission Team, etc.)
- Follow up within the week to ensure that the concern was addressed. Utilize your calendar to remind you to close the loop.

Communication:
- Supervisors should share their contact information and other emergency phone numbers with their staff so that staff can reach a support person in the event of an emergency.
- Staff should exhaust all other remedies before contacting staff who are off duty. We must respect everyone’s need for down time.
- Please exercise active listening techniques when responding to staff or family members who are upset. Hear the person out without interruption, paraphrase for clarity so they know you understand their concern, and establish a timeframe to respond to the issue.
- Please be respectful when confrontations arise. Make every effort to resolve issues peacefully, to acknowledge divergent opinions, and ask to regroup if the discussion is not productive. Ask HR or another person to facilitate.
• Please engage the perspective of the people who are closest to the issue – often our direct support staff.

• The Arc has an open door policy, and hopes to create a welcoming environment. However, please respect that you may need to make an appointment for some discussions so that the person can give you their undivided attention.

Training Expectations:
• Supervisors should set up a written 30-day new hire training and orientation plan for every new staff by the 3rd day of their tenure. This could be a simple 1-pager that is documented and emailed to everyone who will be involved (e.g. OJT support, new hire, supervisor, etc.). Supervisors should also make phone contact with their new hires every week for the first 2 months.

• Whenever possible, ensure that another staff member is cross-trained on your job. This will help us continue operations uninterrupted in case of vacation or medical absence.
Section 2 - Operational Policies

2-1 Employee Classifications

For purposes of this manual, all employees fall within one of the classifications below.

Staff - Includes all paid employees of The Arc 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 provisions 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 lives 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 who is 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 - Is hired for up to a specified period of time or for a special project. Such employment usually does not exceed a six-month period. Temporary staff are not eligible for any leave or benefits and may be terminated at any time without pay or compensation in lieu of notice.

Intern - Are employees who have established an employment relationship with The Arc, but who are assigned to work on an intermittent and/or unpredictable basis. While they receive all the legally mandated benefits (such as Social Security, etc.) they are ineligible for all of The Arc’s other benefit programs. In addition, it is understood that this is an Intern position and is therefore not eligible for unemployment compensation upon the completion of the Intern Period.

2-2 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 employment 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.

2-3 Employee Service Credit

"Length of service" refers to the length of time that our employees spend as active full-time or part-time employees with The Arc Prince George's County. Service begins on the day you become a full-time or part-time employee.

Length of service may be used in determining certain employee benefits, such as time-off benefits. Employees will not lose credit for service with The Arc provided their last day of service was within 90 days of again becoming an active employee. Human Resources will discuss this issue with any rehired employee upon hire.

2-4 Your Employment Records

In order to obtain their position, employees provided us with personal information, such as address and telephone number. This information is contained in the employee's personnel file.

Employees are required to keep his or her personnel data up-to-date by using the self-service feature in ADP WorkforceNow (workforcenow.adp.com) to record any changes. Unreported changes of address, marital status, etc. can affect withholding tax and benefit coverage. Further, an "out of date" emergency contact or an inability to reach the employee in a crisis could cause a severe health or safety risk or other significant problem.

2-5 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-time 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 individuals. These schedules are arranged between the employee and the Executive Director or his/her designee.

2-6 Time Cards

Accurately recording his/her time worked is the responsibility of every employee. Federal laws require The Arc to keep an accurate record of time worked in order to calculate employee pay and benefits. All employees are required to complete and approve their timecards for the hours worked each pay period, utilizing e-time (electronic timekeeping card). Timecards that have not been
approved by the home department supervisor or his/her designee will not be processed for payment. Time worked is all time actually spent on the job performing assigned duties.

Falsifying and tampering with time records may result in disciplinary action, up to and including termination of employment. Non-exempt employees should report to work no more than 15 minutes prior to their scheduled starting time without the expressed, prior authorization from their supervisor.

All direct deposit stubs and paychecks will be mailed to the home address on file, or provided electronically.

2-7 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 position requirements.

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.

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.

2-8 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.

2-9 Pay Periods and Paydays

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.

**Paydays**

Employee checks will be issued on a bi-weekly schedule as determined by the Executive Director. Employees are required to review each paycheck for accuracy. Any and all discrepancies should be immediately reported to your immediate supervisor for review and correction, if needed. Direct supervisors are responsible for timely submitting all pay adjustment requests to the Payroll department. Except in rare cases, all adjustments will be issued on the next payroll period.

---

**2-10 Travel and Expense Reimbursement Policy**

The Arc Board of Directors recognizes that board members, officers, and employees may be required to travel or incur expenses from time to time in order to conduct the business of the association. The purpose of this policy is to ensure that adequate controls are in place, that travel and other expenditures are appropriate, and that a uniform method for reimbursement is provided.

**Conduct**

When incurring business expenses, The Arc expects individuals to:

- Exercise discretion and good business judgment,
- Be cost conscious and prudent, and
- Report expenses with appropriate documentation.

**Authorization**

Travel beyond Maryland, Washington, DC and northern Virginia requires prior authorization from the Executive Director (for staff) and President (for Executive Director and Board).

**Reimbursement for Expenses**

Individuals utilizing their own funds for travel expenses may be reimbursed for such expenses. A memo indicating the purpose, destination, and date of the travel accompanied by appropriate receipts must be sent to the supervisor within 30 days' completion of the travel.

**Association Credit Cards**

Whenever possible travel expenses should be paid via a The Arc credit card. If the individual is not an authorized credit card holder, then the Executive Director or Deputy Executive Director may pay for such expenses with his/her card. All credit card purchases must be related to business travel (e.g. hotel, air, car rental, food, etc.) and may not be used for personal usage.
General Travel Requirements

In order for travel to be authorized it must be necessary as a means to further the mission of The Arc. Other less expensive methods should be explored as possible alternatives before authorization is granted. These alternative methods may include telephone or video conferencing as well as local training and conference opportunities.

Spouses or significant others of authorized individuals will need to pay personally for all costs associated with their travel.

Additional costs incurred as a result of personal matters including extra hotel nights, stopovers, additional meals or transportation will be the sole responsibility of the authorized individual and will not be reimbursed by The Arc.

Air, Rail and Bus Travel

All travel arrangements should be made as far in advance as possible in order to take advantage of reduced fares. Multiple carriers should be investigated prior to booking. The Arc will only pay for “coach” fares. First class travel arrangements will not be approved or reimbursed.

Lodging

Authorized individuals traveling on behalf of The Arc may be reimbursed at the single rate for the reasonable cost of hotel accommodations. Individuals should make use of conference and corporate discount rates.

Out of Town Meals

Authorized individuals will be reimbursed on a per meal basis when they actually incur the cost of a meal. They will not be reimbursed for meals paid for or provided for by others. A receipt will be required for all meals to be reimbursed. Total reimbursement will not exceed the following:

- Breakfast - $10
- Lunch - $20
- Dinner - $25

Ground Transportation

Authorized individuals are expected to use the most economical ground transportation appropriate under the circumstances of their location and time constraints.

Personal Autos

Authorized individuals who use their personal autos for travel purposes will be reimbursed at the standard The Arc rate as established by the Board of Directors.
Entertainment and Alcohol

Expenses related to the personal entertainment and the purchase of alcohol will be the sole responsibility of the individual.

2-11 Employment Development and Promotion

The Arc is committed to developing the skill set and experience base of its employees in order for employees to take on positions of increasingly greater responsibility. This commitment is carried out by career-nurturing supervision, ongoing staff training, and a recruitment process that assures current employees the chance to compete for career advancement opportunities.

Nurturing supervision is a critical component of career development. Supervisors will offer career development advice and counsel as a part of their ongoing supervision of employees. This will include the following:

1. Helping the employee define his/her career aspirations;
2. Providing frank input about the skills the individual needs in order to excel in his or her current job, as well as future jobs;
3. Emphasizing that the ultimate responsibility for career advancement lies with the motivation and commitment of the individual employee.

Staff training and development activities are critical for individuals interested in improving their job performance and/or taking on more complex and responsible positions within The Arc. The Arc will provide both mandatory and strive to provide optional staff development programs. Employees will also be encouraged to develop their skills through seminars and trainings outside of The Arc. These include programs at local colleges and universities as well as those provided by affiliated organizations such as Maryland Nonprofits, The Arc of Maryland, The Developmental Disabilities Administration, and the Maryland Association for Community Services. Individuals interested in promotional opportunities should avail themselves of these programs.

The Arc provides its employees with opportunities for advancement and promotion to more responsible and complex positions. The association has a preference to promote from within and will give full consideration to all qualified internal applicants for each job opening. In order to be considered for a promotion, employees must meet the following criteria:

1. Minimum educational, professional and experience requirements as described in the position announcement;
2. Performance appraisals that reflect outstanding work in one’s current position;
3. The possession of specialized skills required for the job;
4. An ongoing and evident commitment to the mission of The Arc;
5. Demonstrated communication and interpersonal skills that facilitate teamwork and cooperation.
2-12 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 individuals, 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.

2-13 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.

2-14 Use of Agency Vehicles

Policy Overview:
The Arc Prince George’s County company vehicle policy gives employees guidelines for obtaining, qualifying for, and using a company vehicle. A “company vehicle” is any vehicle The Arc Prince George’s County assigns to employees. This policy applies to all employees who use a company vehicle, and applies during and outside of working hours.

Qualifications for The Arc Vehicle Use:
Employees must complete a form and submit a copy of their driver’s license. Employees are only allowed to drive a company car if they have a valid driver’s license and a clean driving record for at least two (2) years.

A clean driving record means the employee has not been held at fault for a car accident or arrested on charges of violating vehicle and traffic laws. The Arc can assign and revoke access company vehicles at its discretion; and annually reviews all MVA records.

Company Vehicle Rules:
- Obey traffic laws in your jurisdiction and be courteous toward other drivers.
- All vehicle citations will be made through payroll deduction if fines are not paid within 2 weeks of notification.
- Document driving mileage and destination.
- Monitor gas, tire pressure, and all fluid levels.
- Do not use illegal drugs and/or consume alcohol while driving.
- Report any damage or problems to your assigned vehicle immediately.
- Report changes to your driver privileges, such as driver’s license suspension, immediately.
- Always lock company cars.
- Bring vehicle to scheduled maintenance appointments.
- Do not drive while intoxicated, fatigued, or on medication that affects your driving ability.
- Do not smoke in any company vehicle.
- Do not lease, sell, or lend a company vehicle.
- Do not use a phone or text while driving.
- Do not allow unauthorized drivers to use a company vehicle unless required by an emergency
• Do not transport unauthorized staff, family, or friends.

Employees who violate company vehicle rules are subject to disciplinary actions which may include verbal and written warnings, suspension of vehicle privileges, termination and legal action.

Accidents:
• Contact The Arc’s HR department and Program Administrator immediately, provide vehicle accident report and any workers’ compensation form as required. **Driver must also take a drug test within 24 hours.**
• Follow legal guidelines for exchanging information with other drivers and report the accident to local police if required.
• If possible, please provide pictures of accident. Do not guarantee payment or accept responsibility without company authorization.

The Arc Prince George’s County, Inc. Responsibilities:
• Ensuring vehicles are safe before assigning them.
• Scheduling regular maintenance.
• Providing car insurance.

What The Arc Prince George’s County is Not Responsible for:
• Paying fines employees receive while driving company vehicles. Employees will be required to repay The Arc for any violations paid on the employee’s behalf.
• Making bail for employees who are detained while driving company cars.

Global Positioning Satellite (GPS):
The Arc Prince George’s County uses Global Positioning Satellite (GPS) on all of its agency vehicles. Monitoring Reports are sent to supervisors within the agency. These GPS systems provide real time 24/7 data including vehicle speed, stationary idling time and vehicle location.

Monitoring vehicle speed and idling time can help The Arc save money on fuel costs which could add up to thousands of dollars in savings for a fleet of vehicles our size.

The following disciplinary procedure will be in effect for any staff caught speeding 10 or more miles over the speed limit. The severity of the disciplinary procedure will depend upon the severity of the infraction and will consider any other disciplinary in place at the time of the infraction. This includes the following:

• Written Verbal warning
• Written warning
• Termination

Some examples of non-compliance with GPS monitoring are:

• Idling more than 10 minutes without an acceptable reason (i.e. keeping cool or warm depending on the weather)
• Exceeding the speed limit by more than 10 miles an hour
• Unauthorized use of an agency vehicle
Any other reasons found to have just cause

We expect all employees to drive safely and follow state laws.

2-15 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.

2-16 Inclement Weather

The Arc Prince George’s County does not follow the Prince George’s School System procedures for inclement weather closures. Instead, our procedures in response to weather, road conditions, natural disasters or environmental conditions such as earthquakes, tornados, floods, or threats to The Arc’s physical facilities (i.e. fires, building collapse, chemical contamination) are below.

To get information regarding weather related delays or closures please check any or all of the following:

- Check The Arc website www.thearcofpgc.org and The Arc Facebook page.
- Check The Arc’s NEW information line (240) 484-6418 to confirm our operation plan for the day. We anticipate having the message updated no later than 5:30 AM. Please record this NEW number in your cell phones.

Any change in schedule will typically use one of the following messages for notification purposes*:

- The Arc programs and offices will open at their regularly scheduled time.
- The Arc Day/Employment programs are closed, but administrative and other offices will open on a 2-hour delay. Residential will continue providing support.
- The Arc Day/Employment programs, our administrative and other offices are closed. Residential will continue providing support.
- If no notification is provided, all The Arc programs and offices will be open at their regularly scheduled time.

*When The Arc Day/Employment programs are closed, The Arc will be responsible for canceling Metro Access trips.

For clarification, we have provided definitions for what constitutes delay opening or closures:

- **Closure for Day/Employment:** When the decision for closure is made this means the program participants of Day, Employment Crews/Enclaves, Office Skills Training Program and
Medical Day will not attend the program. No transportation will be provided by The Arc or by Metro Access. *Note: Program participants who work independently in the community must follow the policies and procedures of their employer as it relates to inclement weather.*

- **Closure for Personal Supports:** Direct Support Professionals from the Community Supports Division are authorized to work even when the day programs/offices are closed; if they can do so safely. They should communicate directly with the families they support and with their supervisors.

- **Closure for Offices:** When the administrative and other offices are closed based on weather and road conditions, the organization is deemed closed and no staff will be charged leave.

Your safety is our primary concern. However, it is the responsibility of the individuals/caregivers, families and employees to assess and decide if you feel comfortable to travel during inclement weather and other emergencies.

**2-17 Breaks and Lunch Periods**

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 individuals.
Section 3 - Benefits

3-1 Benefits Overview/Disclaimer

In addition to good working conditions and competitive pay, it is The Arc Prince George's County's policy to provide a combination of supplemental benefits to all eligible employees. In keeping with this goal, each benefit program has been carefully devised. These benefits include time-off benefits, such as vacations and holidays, and insurance and other plan benefits. We are constantly studying and evaluating our benefits programs and policies to better meet present and future requirements. These policies have been developed over the years and continue to be refined to keep up with changing times and needs.

The next few pages contain a brief outline of the benefits programs The Arc Prince George's County provides employees and their families. Of course, the information presented here is intended to serve only as guidelines.

The descriptions of the insurance and other plan benefits merely highlight certain aspects of the applicable plans for general information only. The details of those plans are spelled out in the official plan documents, which are available for review through your self-service portal through ADP Workforce Now or come in to the office and speak with the Benefits Coordinator. Additionally, the provisions of the plans, including eligibility and benefits provisions, are summarized in the summary plan descriptions ("SPDs") for the plans (which may be revised from time to time). In the determination of benefits and all other matters under each plan, the terms of the official plan documents shall govern over the language of any descriptions of the plans, including the SPDs and this manual.

Further, The Arc Prince George's County (including the officers and administrators who are responsible for administering the plans) retains full discretionary authority to interpret the terms of the plans, as well as full discretionary authority with regard to administrative matters arising in connection with the plans and all issues concerning benefit terms, eligibility and entitlement.

While The Arc intends to maintain these employee benefits, it reserves the absolute right to modify, amend or terminate these benefits at any time and for any reason.

If employees have any questions regarding benefits, they should contact the Benefits Administrator.

3-2 Holidays

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:

- New Year's Day
- Martin Luther King, Jr. Day
• President's Day
• Easter Sunday (Residential & Family Services direct care staff only)
• Memorial Day
• Independence Day
• Labor Day
• Columbus Day
• Thanksgiving Day
• Day after Thanksgiving
• 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.

Staff who accrue paid time off (PTO) will be paid for holidays in line with the holiday schedule for Administrative Offices and Day Programs.

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 changes from a full-time position to a part-time position of 25 hours or more per week will maintain their holiday pay status.

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).

Religious Holidays:

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

Non-Holiday Closings:

The Executive Director or his/her designee 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.
Holiday Pay for Non-Exempt Direct Service Residential:

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.

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.

3-3 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 12 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 individuals or co-workers.
3. The employee’s spouse, dependent child, or parent 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.

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.

**Sick Leave (Part-time Employees):**

Part-time employees scheduled to work 12-24 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.

NOTE: Whenever part-time employees change their status to full-time, if they fall under PTO leave and not annual leave, any sick leave earned as a part-timer will go into a Catastrophic Sick Bank for the employee. This is designed to avoid the employee losing the leave. However, with the sick bank, employees would not be able to use their sick leave in the same capacity that other employees do. They would be eligible to use sick leave for catastrophic reasons outlined below:

When there is an unexpected illness, injury or emergency for yourself or a family member that EXCEEDS five consecutive working days, the employee may opt to use Sick Time from their Catastrophic Bank instead of PTO. Medical documentation is required when using the Catastrophic Bank option. An employee may also use time from the Catastrophic Bank in the event he/she has a death in the family that is not covered by the Company Bereavement Policy, or to care for an immediate family member with an illness when PTO has been exhausted. If an employee exhausts his/her PTO Bank and then experiences a personal illness, he/she may access his/her Catastrophic Bank. Only PTO may be used once the Catastrophic Bank has been exhausted. When the PTO balance is exhausted, the employee must request unpaid leave. Upon termination of employment, any unused time in the Catastrophic Bank will NOT be paid out.
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, and will be subject to disciplinary action.

3-4 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).

3-5 Lactation Breaks

The Arc will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child, in accordance with and to the extent required by applicable law. The break time, if possible, must run concurrently with rest and meal periods already provided to the employee. If the break time cannot run concurrently with rest and meal periods already provided to the employee, the break time will be unpaid, subject to applicable law.

The Arc will make reasonable efforts to provide employees with the use of a room or location other than a toilet stall for the employee to express milk in private. This location may be the employee's private office, if applicable. The Arc may not be able to provide additional break time if doing so would seriously disrupt The Arc's operations, subject to applicable law. Please consult the Human Resources Department if you have questions regarding this policy.

Employees should advise management if they need break time and an area for this purpose. Employees will not be discriminated against or retaliated against for exercising their rights under this policy.

3-6 Paid Time Off – For Hourly Employees Hired On or After July 1, 2015

Paid time off is a combination of vacation, sick and personal leave into a pool of days for employees to use at their discretion. Staff in this category is only eligible for paid time off and are not entitled to any other type of leave. PTO will be accrued in the same manner as annual leave and is accrued at the following rate:

<table>
<thead>
<tr>
<th>YEAR</th>
<th>Full Time Hourly Employees Hired on or after July 1, 2015</th>
<th>Part Time Hourly Employees Minimum of 25 Hours per Week</th>
<th>Day Services &amp; Employment Services 29.5 Hours per Week</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>PTO</td>
<td>PTO</td>
<td>PTO</td>
</tr>
<tr>
<td>1</td>
<td>20</td>
<td>10</td>
<td>15</td>
</tr>
</tbody>
</table>
PTO should be requested and must be approved in the same manner as sick and annual leave for all employees. PTO may be carried over from one fiscal year to another up to a maximum of 75 percent of an employee’s PTO leave accrual rate as of the last day of the fiscal year.

**Payment for PTO:**

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 PTO 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, PTO leave. Employees leaving The Arc who are eligible for a payout, but fail to provide a minimum of two weeks’ notice or fail to complete the exit interview questionnaire will not receive a lump sum payment for unused, PTO leave. Employees changing from a position that is entitled to PTO leave to a position which is not, will be paid for all outstanding leave at the end of their employment as long as the employee has one year of service.

**3-7 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 incidents must be reported in writing promptly to the Workers’ Compensation Administrator.

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, or his/her designee, 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.

This information is notifying you about The Arc’s Workers’ Compensation Procedures. They are as follows:

- All medical treatment beyond First Aid will require the employee to undergo a drug screening within 24 hours of the event.
• Doctor’s visits must be scheduled at the beginning of a work day or end of a work day. If scheduled at the beginning of a work day, you must report to work, unless otherwise specified by your doctor.
• You must provide documentation for each doctor’s visit related to your worker’s compensation injury within 24 hours. You can fax or email this information. If you fail to provide documentation, you will not receive workers’ compensation pay & you will be placed on unable to work status until the documentation is received.
• If you call out sick, you must inform your supervisor prior to the start of your work day. You cannot leave a phone message; you must speak to someone.
• If you are out for an extended period of time, you must contact the Workers’ Compensation Administrator every Friday to provide an update on your status.

3-8 Voting Leave

Employees who are eligible and registered to vote in an election and who do not have two consecutive hours before or after work to vote may request up to two hours with pay to vote.

Employees must provide proof of voting upon their return to work on a form prescribed by the State Board.

3-9 Insurance Programs

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

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.

Health/Dental/Vision Insurance:

The Arc offers all full-time employees health, dental and vision insurance. For employees who enroll in a health, dental or vision insurance plan, the coverage becomes effective the first day of the month following 60 days of full-time 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.

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, except in cases of gross misconduct. The cost of continuing this coverage is fully the responsibility of the employee.
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.

Unemployment Insurance:

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

3-10 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.

3-11 Salary Continuation

The Arc Prince George's County provides enhanced monetary short-term disability benefits to full-time employees. These enhanced monetary benefits are inclusive of any monetary workers' compensation or statutory short-term disability benefits. This is not a leave of absence provision. Employees who will be out of work must request a leave of absence. See the Leave of Absence sections of this manual for more information. Employees will be required to submit medical certification as requested by The Arc Prince George's County. Required medical certification under this policy may differ from the medical certification required for any leave of absence requested.

3-12 Employee Assistance Program

The Arc Prince George's County provides an employee assistance program for employees. This program offers qualified counselors to help you cope with personal problems you may be facing. Further details can be obtained through the Human Resources Department.

3-13 Retirement Plan

Tax Deferred Annuity Plan (403B):

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.
3-14 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.

3-15 Credit Union

Educational Systems Federal Credit Union:

All The Arc employees are eligible for membership in the Educational Systems Federal Credit Union.

3-16 Employee Referral Awards

The Arc encourages all employees to refer qualified job applicants for available job openings. Other than managers in the line of authority and all Human Resources personnel, all employees are eligible to receive employee referral awards. When making referrals, instruct the applicant to list the employee’s name on their employment application as the referral source. If the referral is hired and completes 3 months of service and the employee is still an employee of The Arc, the employee is eligible to receive a monetary award. The reward is currently a gross amount of $200 for regular part-time hires and $200 for regular full-time hires. There is an additional $400 if the referred employee continues to be an employee in good standing after one year of employment.
Section 4 - Leaves of Absence

4-1 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 their immediate supervisor when such notice is received. In order to record jury duty on the timecard, a receipt of jury duty service is required and must be submitted to and received by the Payroll department before the leave will be paid as jury duty leave. The employee is expected to report to work when the duties do not require his/her full-time service.

4-2 Annual Leave

Employees eligible for annual leave will be for all exempt staff regardless of their hire date and for full-time staff hired before July 1, 2015.

Annual leave may be carried over from one fiscal year to another up to a maximum of 75 percent 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):

Effective July 1, 2015 the following pertains to any exempt employee no matter when hired or full-time hourly employee hired prior to July 1, 2015.

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.

It may be deemed in the best interest of The Arc to start an employee at an accrual rate higher than the starting rate. Approval of this policy deviation must be made by the Executive Director or his/her designee.

**Annual Leave (Part-time Employees):**

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.

**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 leaving The Arc who are eligible for a payout, but fail to provide a minimum of two weeks’ notice or fail to complete the exit interview questionnaire 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 all outstanding leave at the end of their employment as long as the employee has one year of service.

**4-3 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.

**4-4 Personal Leave**

1. **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.

4-5 Military Leave

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.

4-6 Family and Medical Leave

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 on a rolling calendar year. 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, whom has a serious health condition.
3. A serious health condition that makes the employee unable to perform the employee’s job.
4. Qualifying exigency leave for families of members of the National Guard and Reserves (spouse, son, daughter or parent) when the covered military member is on active duty or called to active duty in support of a contingency operation.
5. Military caregiver leave (also known as covered service member leave) allows for up to 26 weeks of leave in a 12-month period to care for a spouse, son, daughter, parent or next-of
kin 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.

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.

B. Additional Military Family Leave Entitlement (Injured Service Member Leave)

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a covered service member is entitled to take up to 26 weeks of leave during a single 12-month period to care for the service member with a serious injury or illness. Leave to care for a service member shall only be available during a single-12 month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured service member.

A "covered service member" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as "current members of the Armed Forces." Covered service members also include a veteran who is discharged or released from military services under condition other than dishonorable at any time during the five years preceding the date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. These individuals are referred to in this policy as "covered veterans."

The FMLA definitions of a "serious injury or illness" for current Armed Forces members and covered veterans are distinct from the FMLA definition of "serious health condition" applicable to FMLA leave to care for a covered family member.
C. Intermittent Leave and Reduced Leave Schedules

FMLA leave usually will be taken for a period of consecutive days, weeks or months. However, employees also are entitled to take FMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member or the serious injury or illness of a covered service member. Qualifying exigency leave also may be taken on an intermittent basis.

D. No Work While on Leave

The taking of another job while on family/medical leave or any other authorized leave of absence is grounds for immediate discharge, to the extent permitted by law.

E. Protection of Group Health Insurance Benefits

During FMLA leave, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work.

F. Restoration of Employment and Benefits

At the end of FMLA leave, subject to some exceptions including situations where job restoration of "key employees" will cause The Arc substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. The Arc will notify employees if they qualify as "key employees," if it intends to deny reinstatement, and of their rights in such instances. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA leave.

G. Notice of Eligibility for, and Designation of, FMLA Leave

Employees requesting FMLA leave are entitled to receive written notice from The Arc telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) The Arc's designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

The Arc may retroactively designate leave as FMLA leave with appropriate written notice to employees provided The Arc's failure to designate leave as FMLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA protection, The Arc and employee can mutually agree that leave be retroactively designated as FMLA leave.

III. Employee FMLA Leave Obligations

A. Provide Notice of the Need for Leave

Employees who take FMLA leave must timely notify The Arc of their need for FMLA leave. The following describes the content and timing of such employee notices.
1. Content of Employee Notice

To trigger FMLA leave protections, employees must inform Benefits Administrator of the need for FMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA leave specifically, or explaining the reasons for leave so as to allow The Arc to determine that the leave is FMLA-qualifying. For example, employees might explain that:

- a medical condition renders them unable to perform the functions of their job;
- they are pregnant or have been hospitalized overnight;
- they or a covered family member are under the continuing care of a health care provider;
- the leave is due to a qualifying exigency caused by a military member being on covered active duty or called to covered active duty status to a foreign country; or
- if the leave is for a family member, that the condition renders the family member unable to perform daily activities or that the family member is a covered service member with a serious injury or illness.

Calling in "sick," without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to The Arc's questions to determine if absences are potentially FMLA-qualifying.

If employees fail to explain the reasons for FMLA leave, the leave may be denied. When employees seek leave due to FMLA-qualifying reasons for which The Arc has previously provided FMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA leave.

2. Timing of Employee Notice

Employees must provide 30 days' advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide The Arc notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, may have FMLA leave delayed or denied.

B. Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules

When planning medical treatment, employees must consult with The Arc and make a reasonable effort to schedule treatment so as not to unduly disrupt The Arc's operations, subject to the approval of an employee's health care provider. Employees must consult with The Arc prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both The Arc and the employees, subject to the approval of an employee's health care provider. If employees providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, The Arc may require employees to attempt to make such arrangements, subject to the approval of the employee's health care provider.
When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered service member, The Arc may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, employees must advise The Arc of the reason why such leave is medically necessary. In such instances, The Arc and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting The Arc's operations, subject to the approval of the employee's health care provider.

C. Submit Medical Certifications Supporting Need for FMLA Leave (Unrelated to Requests for Military Family Leave)

Depending on the nature of FMLA leave sought, employees may be required to submit medical certifications supporting their need for FMLA-qualifying leave. As described below, there generally are three types of FMLA medical certifications: an initial certification, a recertification and a return to work/fitness for duty certification.

It is the employee's responsibility to provide The Arc with timely, complete and sufficient medical certifications. Whenever The Arc requests employees to provide FMLA medical certifications, employees must provide the requested certifications within 15 calendar days after The Arc's request, unless it is not practicable to do so despite an employee's diligent, good faith efforts. The Arc will inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies. The Arc will deny FMLA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the employee's permission, The Arc (through individuals other than an employee's direct supervisor) may contact the employee's health care provider to authenticate or clarify completed and sufficient medical certifications. If employees choose not to provide The Arc with authorization allowing it to clarify or authenticate certifications with health care providers, The Arc may deny FMLA leave if certifications are unclear.

Whenever The Arc deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient FMLA medical certifications.

1. Initial Medical Certifications

Employees requesting leave because of their own, or a covered relation's, serious health condition, or to care for a covered service member, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.
If The Arc has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at The Arc's expense. If the opinions of the initial and second health care providers differ, The Arc may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by The Arc and the employee.

2. Medical Recertification

Depending on the circumstances and duration of FMLA leave, The Arc may require employees to provide recertification of medical conditions giving rise to the need for leave. The Arc will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.

3. Return to Work/Fitness for Duty Medical Certifications

Unless notified that providing such certifications is not necessary, employees returning to work from FMLA leaves that were taken because of their own serious health conditions that made them unable to perform their jobs must provide The Arc with medical certification confirming they are able to return to work and the employees' ability to perform the essential functions of the employees' position, with or without reasonable accommodation. The Arc may delay and/or deny job restoration until employees provide return to work/fitness for duty certifications.

D. Submit Certifications Supporting Need for Military Family Leave

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the covered active duty or call to covered active duty status of a military member, The Arc may require employees to provide: 1) a copy of the military member's active duty orders or other documentation issued by the military indicating the military member is on covered active duty or call to covered active duty status and the dates of the military member's covered active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active duty status of the same or a different military member.

When leave is taken to care for a covered service member with a serious injury or illness, The Arc may require employees to obtain certifications completed by an authorized health care provider of the covered service member. In addition, and in accordance with the FMLA regulations, The Arc may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered service member confirming entitlement to such leave.

E. Substitute Paid Leave for Unpaid FMLA Leave

Employees must use any accrued paid time while taking unpaid FMLA leave.

The substitution of paid time for unpaid FMLA leave time does not extend the length of FMLA leave and the paid time will run concurrently with an employee's FMLA entitlement.
Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness shall run concurrently with any FMLA leave entitlement.

**F. Pay Employee's Share of Health Insurance Premiums**

During FMLA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless The Arc notifies employees of other arrangements, whenever employees are receiving pay from The Arc during FMLA leave, The Arc will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working.

If FMLA leave is unpaid, employees must pay their portion of the group health premium through a pre-pay method. Failure to paid, may result in cancellation of your group health insurance.

**IV. Questions and/or Complaints about FMLA Leave**

If you have questions regarding this FMLA policy, please contact Benefits Administrator. The Arc is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their FMLA rights have been violated, they should contact the Benefits Administrator immediately. The Arc will investigate any FMLA complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

**V. Coordination of FMLA Leave with Other Leave Policies**

The FMLA does not affect any federal, state or local law prohibiting discrimination, or supersedes any State or local law that provides greater family or medical leave rights. For additional information concerning leave entitlements and obligations that might arise when FMLA leave is either not available or exhausted, please consult The Arc's other leave policies in this manual or contact the Benefits Administrator.

**4-7 Leave Without Pay**

In unique circumstances, the Executive Director, or his/her designee, 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.

4-8 Administrative Leave

In unique situations an employee may be placed on administrative leave from duty with pay for a period of time pending investigation of charges of misconduct or when the presence of the employee at work may constitute a hazard to The Arc, its individuals, and its employees. The goal is not to exceed 5 working days. While on leave, the employee must remain available for questioning, fully cooperative with investigations and be prepared to return to work within 24 hours upon notification.

4-9 Unauthorized Leave of Absence

Absence without authorization or proper approval as defined above may be considered sufficient cause for dismissal.
Section 5 - General Standards of Conduct

5-1 Workplace Conduct

By accepting employment with The Arc, we expect employees to follow rules of conduct that will protect the interests and safety of all employees and the organization. The rules of conduct are not to restrict you but to define what conduct is expected and necessary.

Generally speaking, we expect all employees to act in a responsible and mature way at all times. It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. Any unacceptable behavior may result in disciplinary action, up to and including termination of employment. Employment and compensation with The Arc are “at will,” meaning employees can be terminated with or without cause and with or within notice at any time.

To avoid any potential confusion, some example of misconduct that may lead to immediate termination of employment without warning (and potential legal consequences) are noted below. This list is not exhaustive and there are other examples of misconduct that could lead to immediate termination.

1. Dishonesty: Willful falsification or misrepresentation on your application of employment, or other work records such as timekeeping records or expense reports; lying or willful misrepresentation about sick or personal time off, willful alteration of company records or other company documents.
2. Stealing, removing or defacing The Arc Prince George's County property or a co-worker's property, and/or disclosure of confidential information.
3. Possession of dangerous or unauthorized materials, such as firearms, in the workplace.
4. Violation of safety rules and policies.
5. Violation of The Arc Prince George's County's Drug and Alcohol-Free Workplace Policy.
6. Fighting, threatening or disrupting the work of others or other violations of The Arc Prince George's County's Workplace Violence Policy.
7. Failure to follow lawful instructions of a supervisor.
8. Failure to perform assigned job duties.
9. Violation of the Punctuality and Attendance Policy, including but not limited to irregular attendance, habitual lateness or unexcused absences.
11. Willful or careless destruction or damage to The Arc assets or to the equipment or possessions of another employee.
12. Wasting work materials.
13. Performing work of a personal nature during working time.
14. Violation of the Solicitation and Distribution Policy.
15. Violation of The Arc Prince George's County's Harassment or Equal Employment Opportunity Policies.
17. Unsatisfactory job performance.
18. Insubordination or other disrespectful conduct.
19. Failure to immediately report a serious mistake to your supervisor or a member of management.
20. Neglect or abuse towards the individuals we serve.
21. Failure to complete required trainings on time.

Obviously, not every type of misconduct can be listed. Note that all employees are employed at-will, and The Arc Prince George's County reserves the right to impose whatever discipline it chooses, or none at all, in a particular instance. The Arc will deal with each situation individually and nothing in this manual should be construed as a promise of specific treatment in a given situation.

The observance of these rules will help to ensure that our workplace remains a safe and desirable place to work.

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.

5-2 Punctuality and Attendance

Employees are hired to perform important functions at The Arc Prince George's County. As with any group effort, operating effectively takes cooperation and commitment from everyone. Therefore, attendance and punctuality are very important. Unnecessary absences and lateness are expensive, disruptive and place an unfair burden on fellow employees and supervisors. We expect excellent attendance from all employees. Excessive absenteeism or tardiness will result in disciplinary action up to and including discharge.

We do recognize, however, there are times when absences and tardiness cannot be avoided. In such cases, employees must call his/her supervisor as early as possible prior to the start of his/her shift, if he/she is going to be absent from work, or late. Asking another employee, friend or relative to give this notice is improper and constitutes grounds for disciplinary action. Employees should call, stating the nature of the illness and its expected duration, for every day of absenteeism. The employee may be required to provide a physician’s statement establishing a reason for the absence if the illness lasts for more than three days, or at other times upon the supervisor’s request. If an employee does not provide the physician’s statement when requested, he/she may be terminated or otherwise disciplined.

Unreported absences of three (3) consecutive work days generally will be considered job abandonment, and treated as a voluntary resignation of employment with The Arc.

5-3 Use of Communications and Computer Systems

The Arc Prince George's County's communication and computer systems are intended primarily for business purposes; however, limited personal usage is permitted if it does not hinder performance of job duties or violate any other The Arc policy. This includes the voice mail, e-mail and Internet systems. Users have no legitimate expectation of privacy in regard to their use of The Arc Prince George's County systems.

The Arc Prince George's County may access the voice mail and e-mail systems and obtain the communications within the systems, including past voice mail and e-mail messages, without notice to
users of the system, in the ordinary course of business when The Arc deems it appropriate to do so. The reasons for which The Arc may obtain such access include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that The Arc operations continue appropriately during an employee's absence.

Further, The Arc Prince George's County may review Internet usage to ensure that such use with The Arc property, or communications sent via the Internet with The Arc property, are appropriate. The reasons for which The Arc may review employees' use of the Internet with The Arc property include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that The Arc operations continue appropriately during an employee's absence.

The Arc may store electronic communications for a period of time after the communication is created. From time to time, copies of communications may be deleted.

The Arc's policies prohibiting harassment, in their entirety, apply to the use of The Arc's communication and computer systems. No one may use any communication or computer system in a manner that may be construed by others as harassing or offensive based on race, national origin, sex, sexual orientation, age, disability, religious beliefs or any other characteristic protected by federal, state or local law.

Further, since The Arc's communication and computer systems are intended for business use, all employees, upon request, must inform management of any private access codes or passwords.

Unauthorized duplication of copyrighted computer software violates the law and is strictly prohibited.

No employee may access, or attempt to obtain access to, another employee's computer system without appropriate authorization.

Violators of this policy may be subject to disciplinary action, up to and including discharge.

5-4 Use of Social Media

The Arc Prince George's County respects the right of any employee to maintain a blog or web page or to participate in a social networking, Twitter or similar site, including but not limited to Facebook and LinkedIn. However, to protect The Arc interests and ensure employees focus on their job duties, employees must adhere to the following rules:

Employees may not post on a blog or web page or participate on a social networking platform, such as Twitter or similar site, during work time or at any time with The Arc equipment or property.

All rules regarding confidential and proprietary business information apply in full to blogs, web pages and social networking platforms, such as Twitter, Facebook, LinkedIn or similar sites. Any information that cannot be disclosed through a conversation, a note or an e-mail also cannot be disclosed in a blog, web page or social networking site.
Whether an employee is posting something on his or her own blog, web page, social networking, Twitter or similar site or on someone else's, if the employee mentions The Arc and also expresses either a political opinion or an opinion regarding The Arc's actions that could pose an actual or potential conflict of interest with The Arc, the poster must include a disclaimer. The poster should specifically state that the opinion expressed is his/her personal opinion and not The Arc's position. This is necessary to preserve The Arc's good will in the marketplace.

Any conduct that is impermissible under the law if expressed in any other form or forum is impermissible if expressed through a blog, web page, social networking, Twitter or similar site. For example, posted material that is discriminatory, obscene, defamatory, libelous or violent is forbidden. The Arc policies apply equally to employee social media usage.

The Arc Prince George's County encourages all employees to keep in mind the speed and manner in which information posted on a blog, web page, and/or social networking site is received and often misunderstood by readers. Employees must use their best judgment. Employees with any questions should review the guidelines above and/or consult with their manager. Failure to follow these guidelines may result in discipline, up to and including discharge.

5-5 Maryland: Personal and Company-Provided Portable Communication Devices

The Arc-provided portable communication devices (PCDs), including cell phones and personal digital assistants, should be used primarily for business purposes. Employees have no reasonable expectation of privacy in regard to the use of such devices, and all use is subject to monitoring, to the maximum extent permitted by applicable law. This includes as permitted the right to monitor personal communications as necessary.

Some employees may be authorized to use their own PCD for business purposes. These employees should work with the IT department to configure their PCD for business use. Communications sent via a personal PCD also may subject to monitoring if sent through The Arc's networks and the PCD must be provided for inspection and review upon request.

All conversations, text messages and e-mails must be professional. When sending a text message or using a PCD for business purposes, whether it is a The Arc-provided or personal device, employees must comply with applicable The Arc guidelines, including policies on sexual harassment, discrimination, conduct, confidentiality, equipment use and operation of vehicles. Using a The Arc-issued PCD to send or receive personal text messages is prohibited at all times and personal use during working hours should be limited to emergency situations.

If an employee who uses a personal PCD for business resigns or is discharged, the employee will be required to submit the device to the IT department for resetting on or before his or her last day of work. At that time, the IT department will reset and remove all information from the device, including but not limited to, The Arc information and personal data (such as contacts, e-mails and photographs). The IT department will make efforts to provide employees with the personal data in another form (e.g., on a disk) to the extent practicable; however, the employee may lose some or all personal data saved on the device.
Employees may not use their personal PCD for business unless they agree to submit the device to the IT department on or before their last day of work for resetting and removal of The Arc information. This is the only way currently possible to ensure that all The Arc information is removed from the device at the time of termination. The removal of The Arc information is crucial to ensure compliance with The Arc's confidentiality and proprietary information policies and objectives.

Please note that whether employees use their personal PCD or a The Arc-issued device, The Arc's electronic communications policies, including but not limited to, proper use of communications and computer systems, remain in effect.

Personal Cellphones: While at work, employees are expected to exercise discretion in using personal cellphones. Personal calls during working time, regardless of the phone used, can interfere with employee productivity, safety and may be distracting to others. Employees are encouraged to make personal calls during breaks and lunch and to ensure that friends and family members are aware of the Company’s policy. The company will not be liable for loss of personal cellular phones brought into the workplace. Cell phones may not be used to defame, harass, intimidate, or threaten any other person. Employees are prohibited from using their cellphones in any illegal, illicit or offensive manner.

**Portable Communication Device Use While Driving**

Employees who drive on The Arc business must abide by Maryland law, which prohibits PCD (cell phone or personal digital assistant) use while driving. "Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the PCD.

Employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call.

Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any employee to use a cell phone while driving, employees who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

**5-6 Smoking**

Smoking, including the use of e-cigarettes, is prohibited on The Arc’s premises and in all The Arc vehicles.

**5-7 Personal Visits and Telephone Calls**

Disruptions during work time can lead to errors and delays. The 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
The Arc phones. In case of an emergency, staff must reimburse The Arc for any long distance personal phone calls.

For safety and security reasons, employees are prohibited from having personal guests visit or accompany them anywhere in our facilities other than the reception areas.

5-8 Solicitation and Distribution

To avoid distractions, solicitation by an employee of another employee is prohibited while either employee is on work time. "Work time" is defined as the time an employee is engaged, or should be engaged, in performing his/her work tasks for The Arc Prince George's County. Solicitation of any kind by non-employees on The Arc premises is prohibited at all times.

Distribution of advertising material, handbills, printed or written literature of any kind in working areas of The Arc is prohibited at all times unless authorized for marketing purposes by the Executive Director or his designee. Distribution of literature by non-employees on The Arc premises is prohibited at all times.

5-9 Bulletin Boards

Important notices and items of general interest are continually posted on our bulletin board. Employees should make it a practice to review it frequently. This will assist employees in keeping up with what is current at The Arc Prince George's County. To avoid confusion, employees should not post or remove any material from the bulletin board.

5-10 Confidential Company Information

During the course of work, an employee may become aware of confidential information about The Arc Prince George's County's business, including but not limited to information regarding The Arc finances, pricing, products and new product development, software and computer programs, marketing strategies, suppliers and customers and potential customers. An employee also may become aware of similar confidential information belonging to The Arc's clients. It is extremely important that all such information remain confidential, and particularly not be disclosed to our competitors. Any employee who improperly copies, removes (whether physically or electronically), uses or discloses confidential information to anyone outside of The Arc may be subject to disciplinary action up to and including termination. Employees may be required to sign an agreement reiterating these obligations.

5-11 Conflict of Interest and Business Ethics

It is The Arc Prince George's County's policy that all employees avoid any conflict between their personal interests and those of The Arc. The purpose of this policy is to ensure that The Arc's honesty and integrity, and therefore its reputation, are not compromised. The fundamental principle guiding this policy is that no employee should have, or appear to have, personal interests or relationships that actually or potentially conflict with the best interests of The Arc.
It is not possible to give an exhaustive list of situations that might involve violations of this policy. However, the situations that would constitute a conflict in most cases include but are not limited to:

1. Holding an interest in or accepting free or discounted goods from any organization that does, or is seeking to do, business with The Arc, by any employee who is in a position to directly or indirectly influence either The Arc's decision to do business, or the terms upon which business would be done with such organization;
2. Holding any interest in an organization that competes with The Arc;
3. Being employed by (including as a consultant) or serving on the board of any organization which does, or is seeking to do, business with The Arc or which competes with The Arc; and/or
4. Profiting personally, e.g., through commissions, loans, expense reimbursements or other payments, from any organization seeking to do business with The Arc.

A conflict of interest would also exist when a member of an employee's immediate family is involved in situations such as those above.

This policy is not intended to prohibit the acceptance of modest courtesies, openly given and accepted as part of the usual business amenities, for example, occasional business-related meals or promotional items of nominal or minor value.

It is your responsibility to report any actual or potential conflict that may exist between you (and your immediate family) and The Arc.

5-12 Use of Facilities, Equipment and Property, Including Intellectual Property

Equipment essential in accomplishing job duties is often expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards and guidelines.

Employees should notify their supervisor if any equipment, machines, or tools appear to be damaged, defective, or in need of repair. Prompt reporting of loss, damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The Supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment used on the job.

Employees also are prohibited from any unauthorized use of The Arc's intellectual property, such as audio and video tapes, print materials and software. Employees also are prohibited from buying or selling any Arc property without written content and approval from the Executive Director.

Improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in discipline, up to and including discharge.
Further, The Arc is not responsible for any damage to employees' personal belongings unless the employee's supervisor provided advance approval for the employee to bring the personal property to work.

5-13 Health and Safety

The Arc Prince George’s County has a long standing philosophy of taking pride in its practices to ensure the safety, health & well-being of all its employees & the individuals we support. It is the responsibility of each employee that all tasks be conducted in a safe and efficient manner complying with all local, state and federal safety and health regulations, programmatic standards, and special safety concerns identified by The Arc for use in a particular department or with an individual.

Employees are encouraged to report any unsafe work practices or safety hazards encountered on the job. All accidents/incidents (no matter how slight) are to be reported immediately to the supervisor on duty.

The Arc will make every reasonable effort to provide a safe and healthy workplace that is free from any recognized or known potential hazards. Additionally, The Arc Prince George’s County subscribes to these principles:

1. All accidents are preventable through implementation of effective Safety and Health Control Policies.
2. Safety and Health controls are a major part of our work every day.
3. Accident prevention is good business. It minimizes human suffering, promotes better working conditions for everyone, holds the agency in higher regard with customers, and increases productivity. The Arc will comply with all safety and health regulations which apply to the course and scope of operations.
4. Management is responsible for providing the safest possible workplace for employees. Consequently, The Arc Management is committed to allocating and providing all of the resources needed to promote and effectively implement this safety policy.
5. Employees are responsible for following safe work practices and company rules, as well as for preventing accidents and injuries. Management will establish lines of communication to solicit and receive comments, information, suggestions and assistance from employees where safety and health are concerned.
6. Management and supervisors of The Arc will set an exemplary example with good attitudes and strong commitment to safety and health in the workplace. Management must monitor company safety and health performance, working environment and conditions to ensure that program objectives are achieved.
7. Our safety program applies to all employees and persons affected or associated in any by the scope of the business. Everyone’s goal must be to constantly improve safety awareness and to prevent accidents and injuries.

Everyone at The Arc Prince George’s County must be involved and committed to safety. This must be a team effort. Together, we can keep each other safe and healthy in our business environment.
5-14 Hiring Relatives/Employee Relationships

The Arc wants to ensure that corporate practices do not create situations such as conflict of interest or favoritism. This extends to practices that involve employee hiring, promotion and transfer. Close relatives, partners, those in a dating relationship or members of the same household are not permitted to be in positions that have a reporting responsibility to each other. Close relatives are defined as husband, wife, domestic partner, father, mother, father-in-law, mother-in-law, grandfather, grandmother, son, son-in-law, daughter, daughter-in-law, uncle, aunt, nephew, niece, brother, sister, brother-in-law, sister-in-law, step relatives, cousins and domestic partner relatives.

If employees begin a dating relationship or become relatives, partners or members of the same household and if one party is in a supervisory position, that person is required to inform management and Human Resources of the relationship.

The Arc reserves the right to apply this policy to situations where there is a conflict or the potential for conflict because of the relationship between employees, even if there is no direct reporting relationship or authority involved. To this point, 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.

5-15 Appearance and Attire

A clean, neat appearance is expected of all The Arc staff. Staff must be well-groomed, neat and dressed appropriately according to their job function as determined by the Program Director. Refer to your program or departmental specific guidelines. All employees are prevented from wearing revealing attire and clothes made of see-through materials or clothes that expose areas of the body usually covered in the workplace. Where permitted to wear blue jeans, the jeans cannot be ripped, torn, contain writings, or have extreme patterns.

Management reserves the right to determine what is appropriate clothing in the workplace. Inappropriate attire may result in the employee being asked to leave (without pay) to change and return back to work.

5-16 Publicity/Statements to the Media

All media inquiries regarding the position of The Arc as to any issues must be referred to the Director of Business & Resource Development or the Executive Director which are the only authorized parties to make or approve public statements on behalf of The Arc. No employees, unless specifically designated by Marketing Department, are authorized to make public statements on behalf of The Arc. Any employee wishing to write and/or publish an article, paper, or other publication on behalf of The Arc must first obtain approval from the Director of Business & Resource Development which manages media communication, The Arc’s website, and all promotional materials related to The Arc programs and events.
5-17 Business Expense Reimbursement

Employees will be reimbursed for reasonable approved expenses incurred in the course of business. These expenses must be approved by the employee's supervisor, and may include air travel, hotels, motels, meals, cab fare, rental vehicles, or gas and car mileage for personal vehicles. All expenses incurred should be submitted to the employee's supervisor along with the receipts in accordance with The Arc’s policy in force at the time. Expenses must be submitted by the deadlines established by the Finance Department.

Employees are expected to exercise restraint and good judgment when incurring expenses. Employees should contact their supervisor in advance if they have any questions about whether an expense will be reimbursed.

5-18 Background and References Checks

To ensure that individuals who join The Arc are well qualified and to ensure that The Arc maintains a safe and productive work environment, it is our policy to conduct pre-employment background checks on all applicants who accept an offer of employment. Background checks may include verification of any information on the applicant’s resume or application form.

All offers of employment are conditioned on receipt of a background check report that is acceptable to The Arc. All background checks are conducted in conformity with the Fair Credit Reporting Act, the Americans with Disabilities Act, and state and federal privacy and antidiscrimination laws. Reports are kept confidential and are only viewed by individuals involved in the hiring process.

If information obtained in a background check would lead The Arc to deny employment, a copy of the report will be provided to the applicant, and the applicant will have the opportunity to dispute the report’s accuracy. Background checks may include a criminal record check although a criminal conviction does not automatically bar an applicant from employment.

Additional checks such a driving record or credit report may be made on applicants for particular job categories if appropriate and job-related.

Due to the nature of our work, The Arc also reserves the right to conduct periodic background checks on current employees in the same manner as described above.

For all reference requests, The Arc will only provide dates of employment, nature of job, and whether or not the individual left in good standing. All reference and/or employment verification requests will be sent to The Work Number for completion. No The Arc employee is authorized to give employment references.

5-19 Termination of Employment

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 expected amount of written notice for directors and live-in staff is four weeks, and for all other staff is two weeks.

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, provided the dismissal is not due to misconduct. The Arc may, at its option, give the salary equivalent in lieu of notice. Failure to provide a minimum of two (2) weeks’ notice regardless of position, will result in ineligibility for annual or PTO leave payout. All leave is paid at 50% of accrued, unused balance.

Dismissal for Misconduct:

In cases of misconduct, an employee’s services may be terminated immediately. Misconduct includes but is not limited to the examples outlined under the Conduct section of this Handbook.

Termination in Good Standing:

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

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.

5-20 Exit Interviews

An exit interview will be conducted with all full-time employees. The questionnaire will be sent to the exiting employee for completion. Employees will not receive payment for accrued annual or PTO leave if they do not return the exit interview questionnaire. All leave is paid at 50% of accrued, unused balance.

5-21 Employee Protection (Whistleblower) Policy

If any employee reasonably believes that some policy, practice or activity of The Arc Prince George’s County is in violation of the law, that employee must file a written complaint with the Executive Director or the Board President. The Executive Director or the Board President will assure that all complaints are promptly investigated and reported to the Board of Directors.

Compliance
It is the intent of The Arc to adhere to all laws and regulations that apply to the organization, and the underlying purpose of this policy is to support the organization’s goal of legal compliance. The support of all employees is necessary to achieving compliance with various laws and regulations. An employee is protected from retaliation only if the employee brings the alleged unlawful activity, policy, or practice to the attention of The Arc and provides The Arc with a reasonable opportunity to investigate and correct the alleged unlawful activity. The protection described below is available only to employees who comply with this requirement.

**No Retaliation**

The Arc will not retaliate against an employee who, in good faith, has made a protest or raised a complaint against some practice of The Arc, or of another individual or entity with whom The Arc has a business relationship, on the basis of a reasonable belief that the practice is in violation of law, or a clear mandate of public policy.

The Arc will not retaliate against employees who disclose or threaten to disclose to a supervisor or a public body any activity, policy, or practice of The Arc which the employee believes is in violation of a law, or a rule, or regulation mandated pursuant to law or is in violation of a clear mandate of public policy concerning the health, safety, welfare, or protection of the environment.

If any employee reasonably believes that some policy, practice or activity of The Arc Prince George’s County is in violation of the law, that employee must file a written complaint with the Executive Director or the Board President. The Executive Director or the Board President will assure that all complaints are promptly investigated and reported to the Board of Directors.

It is the intent of The Arc to adhere to all laws and regulations that apply to the organization and the underlying purpose of this policy is to support the organization’s goal of legal compliance. The support of all employees is necessary to achieving compliance with various laws and regulations. An employee is protected from retaliation only if the employee brings the alleged unlawful activity, policy, or practice to the attention of The Arc and provides The Arc with a reasonable opportunity to investigate and correct the alleged unlawful activity. The protection described below is only available to employees that comply with this requirement.

The Arc will not retaliate against an employee who in good faith, has made a protest or raised a complaint against some practice of The Arc, or of another individual or entity with whom The Arc has a business relationship, on the basis of a reasonable belief that the practice is in violation of law, or a clear mandate of public policy.

The Arc will not retaliate against employees who disclose or threaten to disclose to a supervisor or a public body, any activity, policy, or practice of The Arc believes is in violation of a law, or a rule, or regulation mandated pursuant to law or is in violation of a clear mandate of public policy concerning the health, safety, welfare, or protection of the environment.

**5-22 Medicaid Fraud and Abuse Reporting**

As an entity that receives and/or makes annual Medicaid payments of at least $5 million, The Arc Prince George’s County (The Arc) is required under section 6032 of the Deficit Reduction Act of 2005 (DRA) to include in its Employee Handbook “a specific discussion” of various Federal and
State laws regarding waste, fraud and abuse in its programs. The adoption of this policy amendment by the Board of Directors meets this objective and modifies The Arc’s Employee Handbook dated May 20, 2011. This policy amendment is to be used to supplement existing The Arc policies related to waste, fraud, and abuse of agency resources and employee protection.

Part A. Federal Law

The federal False Claims Act (FCA, 31 U.S.C. §§ 3729 to 3733) says that anyone who knowingly submits a false or fraudulent claim to the federal government for payment, or uses false records or statements to obtain payment from the federal government for a false or fraudulent claim, is liable to the federal government and subject to a civil penalty of $5,500 to $11,000 per claim ($5,000 to $10,000 for claims submitted before September 29, 1999), plus three times the amount of damages which the federal government sustains because of the act of that person.

For purposes of the FCA, a person acts “knowingly” if the person has actual knowledge of the falsity of the claim, record, or statement, or acts in deliberate ignorance or reckless disregard as to the truth or falsity of the claim, record, or statement, even where there is no proof that the person had a specific intent to defraud the federal government. “Claims” include any request or demand for money or property.

The FCA also contains whistleblower (qui tam) provisions that allow private citizens to bring suit on behalf of the federal government to recover federal funds used to pay false fraudulent claims. Such whistleblowers may share in the proceeds of such recoveries. Any whistleblower that is “discharged, demoted, suspended, threatened, harassed, or in any other manner discriminated against in the terms and conditions of employment by his or her employer” is entitled to various types of relief under the FCA and may sue in federal court to obtain such relief.

In addition to the civil penalties provided for in the FCA, any person who makes false claims or statements for the purpose of obtaining payment from the federal government may also be subject to additional penalties imposed by relevant federal agencies, such as the Office of the Inspector General for the United States Department of Health and Human Services. These penalties may include civil money penalties and prospective exclusion from participation in all Federal and State health care programs (see 31 U.S.C. §§ 3801 to 3812, 42 U.S.C §1320a-7a, and related regulations.

Other federal laws directed at fraud, waste, and abuse include: the Racketeer Influenced and Corrupt Organizations Act (RICO, see 18 U.S.C §§ 1961 to 1968), which is aimed at organized criminal activity conducted through interstate commerce; civil forfeiture statutes, including 18 U.S.C. § 981, which is directed primarily at “money laundering” of claims illegally received; the criminal False Claims Act (see 18 U.S.C § 287); the federal Anti-Kickback Statute (see 42 U.S.C. § 1320a-7b(b)); various federal statutes criminalizing the making of false statements to the federal government (see 18 U.S.C. § 1001), mail fraud and wire fraud (see 18 U.S.C. §§ 1341 and 1343), Medicare and Medicaid Fraud (see 42 U.S.C. § 1320a-7b(a)), and money laundering (see 18 U.S.C. §§ 1956 and 1957); and other general statutes concerning conspiracy, theft, and obstruction of justice.

Part B. State Law
Under the Maryland Medicaid Fraud statute (see Md. Code Ann., Crim. Law §§ 8-508 to 8-517), a person who knowingly and willfully defrauds or attempts to defraud a State health plan in connection with the delivery of or payment for a health care service, or obtains or attempts to obtain by means of a false representation anything of value in connection with the delivery of or payment for a health care service through a State health plan, is guilty of a crime and is subject to imprisonment, a fine, or both. The Maryland Medicaid Fraud statute also includes provisions relating to conversion, bribes and kickbacks, and referral rebates.

A person who violates the Maryland Medicaid Fraud statute is also liable to the State for a civil penalty of up to three times the amount of the overpayment. For purposes of the Maryland Medicaid Fraud statute, “false representations” include the knowing and willful “making of a materially false or fraudulent statement”, and the knowing a willful use of a false or fraudulent document that the person knows to be false or fraudulent. “State health plans” include the State’s Medicaid program, other State medical assistance plans, and any service plans administered by The Arc and any person that provides or contracts or subcontracts to provide health care services for such program or plan.

Additional sanctions under State law which may apply to health care personnel who commit fraud, waste, or abuse include loss of staff privileges at a health care facility or suspension or revocation of a health occupation license which includes but not limited to a license for RN, LPN, CAN/GNA, and Medication Technician.

**Part C. The Arc Prince George’s County Efforts to Combat Fraud, Waste, and Abuse**

Any member of the staff, individual working under contract, member of the board of directors, or volunteers affiliated with The Arc Prince George’s County, Inc., with information about known financial improprieties or misuse of The Arc’s resources or other ethical problems has the responsibility to report their concerns. Concerns can be expressed via written report, e-mail, or phone. They should be directed to the Director of Human Resources. Anonymous messages can be left in the voice mailbox of the Director of Human Resources 301-925-7050, ext. 228). The investigation and subsequent reporting of incidents will follow the guidelines established by The Arc’s policy on Waste, Fraud, and Abuse of Agency Resources.

**5-23 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 Board 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.

5-24 Gift Policy

The Arc requires that directors, board members, and employees decline to accept certain gifts, consideration or remuneration from individuals or companies that conduct business, seek to do business, or are a competitor of The Arc. This policy and disclosure form is intended to implement that prohibition on gifts.

“Responsible Person” is any person serving as a director, board member or employee of The Arc.

“Family Member” is a spouse (including domestic partner), parent, child or spouse of a child, brother or spouse of a brother, sister or spouse of a sister of a Responsible Person.

“Contract or Transaction” is any agreement or relationship involving the sale of purchase of goods, services, or rights of any kind, receipt of a loan or grant, or the establishment of any other pecuniary relationship. The making of a gift to The Arc is not a “contract” or “transaction.” Services related to disabilities provided by The Arc to Board members or Family Members are specifically excluded from this section.

Prohibited gifts, gratuities, and entertainment

Except as provided by the President or his or her designee or for gifts of a value less than $100 which could not be refused without discourtesy, no Responsible Person or Family Member shall accept gifts, entertainment, or other favors from any person or entity which:

1. Does or seeks to do business with The Arc or,

2. Does or seeks to compete with The Arc or,

3. Has received, is receiving, or is seeking to receive a Contract or Transaction with The Arc.

5-25 Training Requirements

Training is an on-going process throughout an employee’s The Arc career. Failure to comply with training requirements can result in extension of the initial conditional employment period, progressive discipline, 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.

5-26 Disciplinary Procedure

It is the policy of The Arc 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 Arc supports the use of progressive discipline to address issues such as poor work performance or misconduct. Our progressive discipline policy is designed to provide a corrective action process to improve and prevent the recurrence of undesirable behavior and/or performance issues.

Outlined below are the steps of our progressive discipline policy and procedure. The Arc reserves the right to skip steps in the process depending on the facts of each situation and the nature of the offense. The level of disciplinary intervention may also vary. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling and/or training; the employee’s work record; and the impact the conduct and performance issues have on our organization.

The following outlines The Arc’s progressive discipline process for the same and/or a new infraction:

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 “verbal 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 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.

4. The fourth step will be a “separation warning.” This is the final warning prior to termination of employment. 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. Employees are not eligible for internal transfers if they have an action separation warning.

5. The 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, 3 and/or 4 shall be terminated.

All disciplinary action will be progressive for a rolling one-year period.

The Arc reserves the right sole discretion to determine the appropriate level of discipline for any inappropriate conduct, including oral and written warnings, suspension with or without pay, demotion and discharge. In certain cases, a performance improvement plan may be issued in lieu of progressive discipline. The Progressive Discipline policy does not change the at-will nature of employment with The Arc. The Arc may terminate an employee’s employment at any time with or without case or notice.

5-27 Records

It is the policy of The Arc Prince George’s County to comply with all state and federal regulations governing the privacy rights pertaining to records of the organization, employees, and individuals.

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 or his/her designee. If significant copying is requested, employees may be charged.

5-28 Wage Garnish & Company Property

The Arc 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.

Employees who fail to repay any tickets and/or fees related to the Vehicle Policy will have their paycheck garnished in accordance with the Fair Labor Standards Act’s requirements.

All employees are required to maintain company property in their possession. This includes laptops, mobile phones, tablets, etc. Should an employee damage and/or fail to return any company property, the employee will be responsible for the replacement costs. Payroll deductions will be made in accordance with the Fair Labor Standards Act’s requirements.
5-29 Special Requirements

In cases where 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 also will 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.

5-30 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 The Human Resources Department prior to employment. A personal interview is required for filling all positions with The Arc Prince George’s County.

5-31 Internal Transfers

This procedure will apply to all vacant positions posted by recruitment. The internal transfer procedure is as follows:

- A staff member who wants to transfer can meet with the recruiter to discuss openings. If a staff member selects a current opening(s) the recruiter will forward a request to interview to the House Manager/Hiring Manager via e-mail.
- Staff members are encouraged to discuss their desire to transfer with their current supervisor.
- A staff member seeking an internal transfer is only eligible when:
  - Not on an active Separation Warning (the final warning prior to termination)
  - Initial 90-day evaluation is completed/performance evaluation is current
- Management is under no obligation to transfer a current staff member simply because they grant an interview.
- The Hiring Manager is required to check the transferring staff’s personnel file before making a decision.
- Once selected by the House Manager/Hiring Manager, the staff member will be required to complete an Internal Transfer Form and submit it to the Program Administrator/Hiring Manager for approval.
- The Internal Transfer Form can be found in the Office of Human Resources. Staff members must complete all the information down to the signature and date line of the form.
- If the receiving administrator/manager approves the transfer by signing the form the staff member must get their current manager’s approval on the Internal Transfer Request Form.
• Written 2-weeks’ notice for non-supervisory positions, 30-days’ notice for live-in positions and 4-weeks’ notice for supervisory positions must be given after the current administrator/manager has provided their signature of approval on the internal transfer form.
• The receiving administrator/manager is required to submit a completed internal transfer form, add/change form and write a revised employment letter with the staff member’s signature to the Office of Human Resources.

5-32 A Few Closing Words

This manual is intended to give employees a broad summary of things they should know about The Arc Prince George's County. The information in this manual is general in nature and, should questions arise, any member of management should be consulted for complete details. While we intend to continue the policies, rules and benefits described in this manual, The Arc Prince George's County, in its sole discretion, may always amend, add to, delete from or modify the provisions of this manual and/or change its interpretation of any provision set forth in this manual. Employees should not hesitate to speak to management if they have any questions about The Arc or its personnel policies and practices.
General Handbook Acknowledgment

This Employee Handbook is an important document intended to help you become acquainted with The Arc Prince George's County. This document is intended to provide guidelines and general descriptions only; it is not the final word in all cases. Individual circumstances may call for individual attention.

Because The Arc’s operations may change, the contents of this handbook may be changed at any time, with or without notice, in an individual case or generally, at the sole discretion of management.

Please read the following statements and sign below to indicate your electronic receipt and acknowledgment of this Employee Handbook.

- I have been informed that the Employee Handbook is located on The Arc’s website under the Current Staff section. I understand it is my sole responsibility to read and understand the content. I also understand the policies, rules and benefits described in it are subject to change at the sole discretion of The Arc at any time.

- I further understand that my employment is terminable at will, either by myself or The Arc, with or without cause or notice, regardless of the length of my employment or the granting of benefits of any kind.

- I understand that no representative of The Arc Prince George's County other than Director of Human Resources may alter "at will" status and any such modification must be in a signed writing.

Employee's Printed Name: _______________________________________________________

Employee's Signature: __________________________________________________________

Date: __________________________

The signed original copy of this acknowledgment should be given to management - it will be filed in your personnel file.