

CENTRAL CONNECTICUT COAST YMCA

Personnel Policy and Employee Benefit Guide

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**Central Connecticut Coast YMCA
Personnel Policy and Employee Benefits Guide**

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Article I OFFICIAL EMPLOYER

All persons covered by the provisions of this Policy are employees of the Central Connecticut Coast YMCA (YMCA) and are subject to all policies as established by the Board of Directors.

Article II PURPOSE

This Personnel Policy and Employee Benefit Guide is an attempt to describe the current status of the most important policies, procedures and benefits in place concerning the relationship between the Central Connecticut Coast YMCA and its employees. It is **not** an employment contract between the employee and the YMCA. All employment relationships with the YMCA are on an at-will basis. This means that each employee has the right to terminate his/her employment at any time **with or without cause** and the YMCA has a similar right. Statements in this Guide are subject to change at any time by action of the Board of Directors.

Article III ADMINISTRATION

Section 1 Administration

The Board of Directors of the YMCA employs the President and Chief Executive Officer (CEO) to whom it delegates responsibility for the overall administration of the Policy and the supervision of staff. However, responsibility and authority may be delegated by the CEO to designated representative(s), where appropriate. Only the Board of Directors is authorized to create or modify the YMCA's policies.

Section 2 Effective Date

The effective date of this policy is March 24, 2005

Section 3 At-Will Employment

Employment with the YMCA is at-will; that is, it is terminable by the employee or the YMCA at any time with or without cause or notice. The only way in which deviation from this at-will status can occur is in writing, reciting both the name of the affected employee and the different terms of his/her employment. This must be approved by the YMCA's CEO and Chairperson of the Board of Directors.

Section 4 Equal Opportunity Statement

It is the policy of the YMCA to comply with all federal and/or state laws regarding Equal Employment as they relate to all employees and applicants for employment. Accordingly, the YMCA is committed to:

- A. Ensuring that all personnel decisions for all job classifications are made without unlawful regard to race, creed, color, religion, national origin, age, sex, disability, marital status, sexual orientation or veteran status
- B. Having a monitoring system to allow for the review of these objectives
- C. Analyzing personnel actions periodically to promote equal employment opportunities
- D. Through training and development, promoting equal access to job opportunities

Section 5 Domestic Partner Policy

The Central Connecticut Coast YMCA provides coverage for domestic partners within applicable policies. These registered partnerships are subject to these policies and domestic partners are offered the same benefits as are offered to married spouses, unless otherwise indicated. **Privileges and restrictions are specifically described as they apply in the following policies:**

Employment of Relatives (Article VI, Section 11), Annual Sick Leave (Article VIII, Section 3B, Part 3a), Health and Dental Benefits (Article VIII, Section 3D), and Family and Medical Leave (Article X, Section 2).

In order to qualify, an employee must complete the Domestic Partnership Statement available from the Department of Human Resources. Domestic partners are persons who:

- Are at least 18 years of age
- Are competent to contract at the time the Domestic Partnership Statement is completed
- Are in an exclusive committed relationship with each other and are each other's sole domestic partner
- Are not legally married to any person
- Are not related to each other by blood in a way that would prohibit legal marriage in their state of residence
- Share a permanent residence

In addition, the domestic partnership must present proof of three of the following:

- Joint lease, mortgage or deed
- Joint ownership of a vehicle
- Joint ownership of a checking, savings or credit account
- Designation of the domestic partner as a beneficiary for the employee's life insurance or retirement benefits
- Designation of the domestic partner as holding power of attorney for healthcare
- Shared household expenses

A Statement of Termination of Domestic Partnership must be filed with the Department of Human Resources within 30 day of when the eligibility requirements are no longer satisfied.

Section 6 Open Application

The YMCA strives to provide the opportunity for promotion from within the organization whenever appropriate. However, the YMCA is committed to selecting the most qualified candidate for any job opening.

Section 7 Confidentiality

The YMCA will protect the confidentiality of all personal information in its records and will limit availability of this information to those with a business "need to know". The YMCA will not release employee information to outside inquirers without the employee's written authorization unless a condition authorizing release under state statute exists. Each employee has the right to be given access to their personnel file, to request correction of inaccuracies and if agreement on correction is not reached, to add material that addresses discrepancies.

ARTICLE IV DEFINITIONS

Eligibility of benefits may differ based on an employee's classification as full-time, part-time or seasonal. Eligibility is outlined in Article VII Employee Benefits.

Section 1 Full-time Employees

Full-time employees are those persons who are regularly-scheduled to work 35 hours or more each week for 12 months during a calendar year. Exception: With the effective date of this policy, anyone who is currently working a regular schedule of 35 or more hours per week for 10 months will retain their full-time status as long as they retain their current position and schedule.

Section 2 Part-time Employees

There are three types of Part-time employees;

- A. those who regularly work an average of 20-34 hours per week twelve months per calendar year:
- B. those who regularly work an average of less than 20 hours per week twelve months per calendar year.
- C. those who regularly work an average of 35 or more hours per week for less than twelve months per calendar year who were hired on or after the effective date of this policy.

Section 3 Seasonal Employees

Seasonal or temporary employees are those persons who are employed for a fixed period regardless of the number of hours worked per week.

Article V RECORDS AND REQUIREMENTS

Section 1 Requirements and Records

- A. All employees shall complete the appropriate forms and other records as required for business and legal purposes. Evidence of certain information for eligibility for employment, benefits and other personnel records will be required.
- B. As a condition of employment, the YMCA will complete a Consumer and Investigative Report, with the authorization of the applicant, prior to completing an offer of employment. This will include a criminal conviction history. A negative result may affect the hiring decision.
- C. The YMCA may require drug and/or alcohol testing when there is reasonable suspicion that the employee is in violation of the Substance Abuse Policy (see Article VII, Section 7) and/or as permitted by applicable laws.
- D. The YMCA may require a check of driving records and auto insurance records on an annual basis for those employees authorized to drive a vehicle on behalf of the YMCA. Offers of employment will be contingent on the results of these reports.

Section 2 Orientation and Initial Evaluation

All new employees, except those designated as Seasonal, will be required to attend an orientation program within thirty (30) days of their start date. Seasonal employees will be required to complete an orientation prior to their start date. A written record of this orientation will be included in the employee's personnel file.

Within the first ninety (90) days of employment, all employees except those designated as Seasonal, will be evaluated with respect to their progress. The results of this evaluation will be included in the employee's personnel file.

Seasonal employees will be evaluated at or near the end of the season.

The successful completion of the Orientation and/or Initial Evaluation should not be construed as creating a contract or as guaranteeing employment for any specific duration.

Section 3 Voluntary Contributions

All employees are encouraged to support the YMCA's philanthropic interests, such as the United Way, YMCA Annual Support Campaigns and any YMCA Capital Campaigns.

ARTICLE VI CONDITIONS ON THE JOB

Section 1 Code of Conduct

It is the policy of the YMCA that certain rules and regulations regarding employee behavior are required to maintain the efficient operation of programs as well as to ensure the safety of staff, members and guests. No list of requirements could ever be complete and many behaviors not so listed are to be encouraged while other behaviors not listed are detrimental and therefore not to be tolerated. Nevertheless, to provide notice of some of the behaviors the YMCA wishes its entire staff to remain mindful of in their work for the YMCA, we have compiled a Code of Conduct. This Code shall be provided to all staff upon hire and a record of receipt shall be filed in each employee's personnel file.

Section 2 Hours of Work

Immediate supervisors are responsible for the preparation and supervision of the working schedule for all of their employees.

Section 3 Payroll Records

Payroll and time records will be maintained for all employees. Both the employee and supervisor are held accountable for the accuracy of time records which reflect the exact hours and days actually worked.

Section 4 Absenteeism

If an emergency makes it necessary for the employee to take time off from work, immediate notification is necessary so that the supervisor can plan accordingly. If the employee leaves the YMCA during normal work hours, the supervisor must be notified immediately. If the employee does not know about the absence in advance, the supervisor shall be contacted as early as possible on the first day of the absence and provided with the reason and length of time the employee is likely to be out. If the employee cannot return to work when expected, he/she must again contact his/her supervisor.

If the employee is absent three consecutive days without notifying the supervisor, the employee will be deemed to have voluntarily resigned his/her employment, assuming this absence does not qualify for FML. When the employee returns to work after a serious illness, the YMCA may require a doctor's certificate indicating that the employee is able to return to work.

Section 5 Personal Expression on Public Issues

Only the CEO or persons expressly designated by the CEO may make statements on behalf of the YMCA on matters of public interest. Other employees must refrain from giving the impression that any views and positions they express are those of the YMCA. All inquiries on such matters must be directed to the CEO or his/her designee.

Section 6 Hazardous Substance Communications

A safe, healthy and environmentally sound work place for all employees is accomplished through a variety of YMCA activities including safety education, training on the use of certain equipment, job instruction, and the availability of an employee wellness program. Participation in the federally mandated Hazard Substance Communications Awareness Program is required for all YMCA employees, selected volunteers and outside contractors in order to insure that all are fully informed and aware of any chemical hazards in their workplace.

Section 7 Employee Problem Solving

The YMCA recognizes that problems, conflicts and/or complaints may arise between employees and their supervisors. For purposes of this policy, three categories of problems have been identified and guidelines for resolution have been provided. The YMCA reserves the right, as part of any investigation, to involve all parties deemed necessary for conducting a thorough review of any complaint. All information regarding an employee's complaint will be held in strict confidence to the extent possible and consistent with appropriate investigation and correction. **The YMCA will not tolerate retaliation against employees who make complaints or appeal decisions made in reference to complaints.**

A. Conflict Resolution

Conflicts may arise that are not alleged violations of policy, procedure or law and not complaints regarding disciplinary action. These may include but not be limited to: work schedules or demands, communication issues, working conditions.

Conflicts of this nature should be resolved through discussion between the employee and supervisor in a timely manner. If the parties are unable to reach a mutually acceptable resolution, the employee may appeal through the chain of command up to and including the Executive Director of the branch. If the conflict is with the Executive Director, the matter may be appealed through the chain of command to the Vice President who directly oversees this branch and his/her decision shall be final. **A ruling that is not in the favor of the claimant will not result in termination unless the complaint was for wrongful discharge.**

B. Disciplinary Action or Policy Complaints

Any employee who has a complaint concerning an alleged violation of the Personnel Policy, disciplinary action, termination, demotion, denial of promotion, denial of merit increase or layoff has the right to file a complaint in accordance with the following guidelines.

Staff should attempt to resolve the problem with his/her supervisor in a timely manner. If the employee is not satisfied with the result, he/she may appeal in writing within five calendar days of this result to the Executive Director of the branch for which the employee works. The Executive Director will complete a review of all written documents and conduct interviews as needed with all involved parties. A decision will be rendered within ten calendar days of receipt of the appeal.

The employee does have the right to appeal further. This written appeal proceeds to the Director of Human Resources and must be filed within ten calendar days of the previous decision. The Director of Human Resources will complete a review of all written documents and conduct interviews as needed with all involved parties. A decision will be rendered within ten calendar days of receipt of the appeal and his/her decision is

final. **A ruling that is not in the favor of the claimant will not result in termination unless the complaint was for wrongful discharge.**

Note: If more time is required at any point in an investigation, deadlines may be extended by mutual agreement.

- C. Harassment/Discrimination Complaints
Please refer to Article VI, Section 8.

Section 8 Harassment and Discrimination-free Workplace

It is the established policy of the YMCA to promote equal employment opportunity and to prevent unlawful discrimination in all employment practices. Employment decisions will be based on merit and qualifications without unlawful regard to gender, race, age, marital status, disability, sexual orientation or any other condition protected by law.

Harassment is a form of discrimination that conditions employment itself or employment benefits on tolerance or acceptance of unwelcome offensive speech or conduct based on a protected characteristic; or when such unwelcome offensive speech or conduct unreasonably interferes with an individual's work performance, or creates a hostile or offensive work environment or otherwise adversely affects employment opportunities. Harassment may include use of slurs or stereotypes, intimidating conduct, displaying or distributing offensive materials or making jokes or comments based on protected classifications.

Specifically, sexual harassment is prohibited by Title VII of the Civil Rights Act, as amended, and by Connecticut General Statute 46a-60(a) (8) as a Discriminatory Employment Practice. Harassment is defined as: "any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment." In addition, sexual harassment can include crude or offensive language or jokes of a sexual nature.

Harassment or discrimination of any type will not be tolerated by the YMCA and will be grounds for disciplinary action, after a thorough investigation, up to and including termination from employment. Such an investigation will be kept confidential to the extent consistent with the investigation and correction.

Any employee who believes he or she is being harassed or discriminated against by anyone including co-workers, supervisors or visitors should try to politely but firmly confront whoever is doing the harassing. The employee should request that the person cease the harassment because he/she feels intimidated, offended or uncomfortable.

If the employee is uncomfortable confronting the harasser, the harassment continues, or the employee believes some employment consequence may result from the confrontation, he/she should immediately report the incident to his/her immediate supervisor, or any member of management, or a Human Resources department representative or the CEO. The person to whom the report is made will be responsible for alerting the appropriate personnel necessary to conduct an investigation of the complaint. The YMCA will, to the extent appropriate, maintain the confidentiality of all involved. If a complaint is substantiated, appropriate corrective action will be taken.

Section 9 Drug-Free Workplace

The YMCA is committed to a drug-free work place. Employees suspected of possessing, selling or distributing drugs will be reported to the proper law enforcement authorities, after working through appropriate supervisory channels. Should an employee be in possession of any controlled-substance or involved in any substance abuse on the job, that employee will be subject to disciplinary action, up to and including discharge.

Employees must inform the Association of any criminal conviction for a violation of a drug statute for an incident that occurred at work no later than 5 days after such conviction.

The YMCA may require employees to be tested for substance abuse when it has a reasonable suspicion that the employee is under the influence of drugs or alcohol which adversely affects or could adversely affect the employee's job performance.

The YMCA will protect the confidentiality of substance abuse tests results. The expense of the substance abuse tests and any verification tests requested will be paid by the YMCA. Transportation will be provided by the YMCA for employees who appear to be under the influence of drugs or alcohol.

Section 10 Child Abuse Prevention

Whereas the YMCA strives to provide a healthy atmosphere for the growth and development of children, any suspected or reported child abuse shall be treated in accordance with applicable laws and approved policies. All employees must read and sign a Code of Conduct which outlines expectations for employee behavior as well as procedures for preventing, identifying and reporting suspected abuse.

Section 11 Employment of Relatives

- A. Relatives by blood, marriage, adoption or by domestic partnership may not be employed in a position where they would be directly supervised by a relative. This includes dependent children and/or other immediate family members of domestic partners.
- B. Relatives, as defined above, of staff members on the Executive Management Team and Corporate Office Department Heads may not be employed in a position within the same branch.

Exempt from the above (Part B) are Seasonal employees in positions of less than ninety days of employment. These Seasonal employees may be employed in the same operating unit as the member of EMT; however in these cases these Seasonal employees may not be supervised by a relative as defined above.

- C. Relatives of employees, as defined above, may not serve on any board or board committee in the same operating unit as the employee to whom they are related.
- D. Relatives, as defined above, of members of the Board of Directors or Branch Board of Managers may not be employed in the same operating unit as the board member. Exempt from this are Seasonal employees in positions of less than ninety days. These Seasonal employees may be employed at the same operating unit as the Board member.

Section 12 Expenses and Allowances

Reasonable expenses incurred while on approved YMCA business shall be reimbursed subject to approval by the supervisor. Such expenses may include:

- A. Travel expenses, including fares, mileage, meals and lodging.
- B. Conference and training event expenses, including those related to travel, meals, lodging and registration fees.
- C. Membership dues and meals in a service club, professional society or community organization where such membership is deemed advantageous to the YMCA's interest.

Section 13 Garnishments and Wage Assignments

The YMCA's practice shall be consistent with all applicable laws.

Section 14 Electronic Mail (e-mail) and Internet Use

Use of the electronic mail (e-mail) and internet services provided by the YMCA is a privilege which imposes certain responsibilities and obligations on users and is subject to YMCA policies, including the Code of Conduct, as well as local, state and federal laws. For purposes of this policy, the term "User" refers to any person whose access to or use of e-mail or internet services is funded by the YMCA or is available through equipment owned or leased by the YMCA.

A User may only utilize the YMCA's e-mail or internet services for activities that conform to the purpose, goals and mission of the YMCA and to each User's duties and responsibilities. A User may not use the YMCA's e-mail or internet services for any activity that does not conform to the purpose, goals and mission of the YMCA and to each User's duties and responsibilities.

Use of such services must be legal and ethical, reflect honesty and show restraint in the consumption of shared resources. The user may not violate intellectual property rights, information ownership rights, system security mechanisms and may not use e-mail or internet services to intimidate, harass or annoy.

Access to e-mail and/or the internet is a privilege and is not a right. Access may be revoked by the YMCA for the abuse of any policy stated herein. Such rescission shall in no way lessen the job responsibilities of the employee and is independent of any disciplinary action against an employee.

No User may misuse or abuse the e-mail and internet services of the YMCA, or violate any provision of this Policy or create a hostile work environment by utilization of the e-mail and internet services of the YMCA.

The YMCA reserves the right to monitor, intercept, copy, review and/or download communications created or maintained on its systems.

Section 15 Ethical Standards/Conflicts of Interest

In keeping with the YMCA principles of conducting its affairs by the highest ethical standards, employees shall not accept gifts, favors or excessive or unusual entertainment which might unduly influence his/her actions affecting the YMCA. In addition, employees shall avoid any activity or interest which might involve obligations that might conflict with the interests of the YMCA. The relationship with YMCA members and participants is exclusive; therefore employees may not disclose or use YMCA information for personal profit or advantage. Employees are prohibited from accepting tips from YMCA members/participants. Questions regarding whether actions may be in conflict must be referred to the Executive Director of the branch.

ARTICLE VII WAGE AND SALARY ADMINISTRATION

A wage and salary administration plan is maintained by the YMCA according to an agency-wide plan managed by Human Resources and approved by the Board of Directors.

ARTICLE VIII EMPLOYEE BENEFITS

Section 1 Goal of Benefits

It is the YMCA's goal within the area of employee benefits (indirect compensation) to reinforce government-mandated programs in order to produce a reasonable level of basic protection for the employee and any dependents during the earning-years and following retirement. Except as otherwise required by law, the YMCA reserves the right to amend, modify or terminate the benefits listed below.

Section 2 Eligibility for Benefits

All employees are eligible to enroll for benefits at the time of employment. However, full participation may be subject to meeting the plan requirements of specific benefits coverage or by restrictions detailed in other parts of these guidelines. Immediate prior and continuous full-time employment with another YMCA will be counted towards years of service for benefits. In the case of immediate prior and continuous full-time service, benefits will not be interrupted but will be in accordance with the limits specified in this policy.

For the purpose of determining benefits for full-time employees when years of service are the basis for awarding the benefits, continuous full-time employment in any YMCA will be counted. Years of service are counted from the original date of full-time employment and continue to accrue as long as that employment remains full-time and continuous. Determination of annual awards in a calendar year are made in January and based on the hours worked in the previous calendar year.

Section 3 Categories of Benefits Protection

A. Legally-Mandated Benefits

The YMCA complies with all applicable laws regarding employee benefits such as:

1. Social Security (FICA)
All Employees are required to participate jointly with the Association in federal Social Security.
2. Worker's Compensation Program
Employees are covered against the hazards of occupational accidents and illness on the job through compensation insurance in a manner and to the extent required by the state worker's compensation laws.
3. Unemployment Insurance (FUTA)
The Association's practice shall be consistent with federal and state laws

B. Provisions for Time Not Worked

1. Holidays

All full-time employees receive 12 paid holidays per calendar year (9 recognized holidays, 2 floating holidays, and 1 birthday holiday). A schedule of holidays observed by the YMCA shall be issued annually by the CEO or designate.

New Years Day	Memorial Day	Veterans Day
Martin Luther King Day	Independence Day	Thanksgiving Day
Good Friday	Labor Day	Christmas Day

The two additional days shall be taken as floating holidays and are subject to approval by the supervisor on the basis of program demands.

One additional day shall be taken as a birthday holiday. This paid holiday may be taken on the employee's birthday or within 30 days before or after the birthday and is subject to approval by the supervisor on the basis of program demands.

If a full-time, non-exempt employee is required to work on a holiday, compensatory time-off will be arranged within the same week in which the holiday falls, or the employee will receive pay for the holiday and for the hours worked for the day. If an exempt employee must work on a scheduled holiday, he/she may choose an alternate day off within the calendar year. This is subject to approval by the Executive Director of the employee's branch.

Upon termination from employment, an employee shall have no claim for pay in lieu of unused holiday time. Holidays are not cumulative, i.e. they may not be carried over from one year to the next. The benefit year will coincide with the calendar year.

2. Vacations

The YMCA believes that it is beneficial to both the employee and the YMCA that eligible employees take a paid vacation annually. Vacation requests are to be submitted to the employee's supervisor for approval. In reviewing the employee's request, the supervisor must take into consideration the operating requirements of the YMCA.

Employees accrue paid vacation leave immediately upon beginning regular, full-time employment. Part-time employees may accrue vacation in any year that is their third or later of their continuous employment and in which they work a minimum of 1,000 hours.

Accrued vacation leave is awarded on the first of January each year. Employees are to schedule vacation leave within the calendar year it is awarded. For vacation benefit purposes, a week is equal to 5 working days for exempt and full-time employees. For part-time employees who are eligible for vacation, a week equals the average number of hours worked per week in the previous calendar year.

Vacation leave accrued during the previous calendar year is to be scheduled and taken within the following calendar year unless unusual work demands, as determined by the supervisor, require the employee's attendance. If work demands preclude the taking of accrued vacation, vacation leave may be carried over to the following year, but must be used by June 30th.

With permission of the Branch Executive, an employee may take vacation, as accrued, within the first calendar year of employment, but not within the first six months of employment. Accrued hours taken in advance will be deducted from the employee's award in the next calendar year.

Vacation Allowance Schedule

Length of Service By end of Calendar year*	Vacation Period Awarded		
	Exempt	Non Exempt	
		Full-Time	Part-time***
Less than one year	Prorated**	Prorated**	-0-
1 but less than 3 yrs	3 weeks	2 weeks	-0-
3 but less than 7 yrs	4 weeks	2 weeks	1 week
7 but less than 17 yrs	4 weeks	3 weeks	2 weeks
17 yrs or more	4 weeks	4 weeks	2 weeks

* For exempt and full-time non-exempt employees, service must be continuous.

**Calculation for prorated paid vacation time is determined at the rate of one-twelfth (1/12) of annual vacation leave for each full month worked in a regular, full-time position.

Part-time years of service do not count towards full-time vacation benefits if an employee is promoted to full-time.

***Part-time employees must earn vacation on an annual basis after the third year of continuous employment, i.e. work 1,000 hours in the previous calendar year to be eligible. A part-time employee who loses this benefit may reclaim it without having to work another three years, but he/she must meet the 1,000 hour threshold. Interruption of this benefit does affect the calculation of years of service.

3. Leave for Short-Term Disability, Sickness and Accident

a. Annual Sick Leave

Full-time employees who are absent due to personal illness or accident are entitled to full salary allowance, less deductions for up to 12 days per calendar year. Such leave is to be integrated with the Worker’s Compensation Insurance and Salary Continuation for eligible employees. FML will run concurrently with leave for Short-Term Disability, Sickness and Accident.

- ◆ First 90 days of employment No paid sick leave
- ◆ Fourth month of employment 1 day per each full
through December 31st month worked
- ◆ Each succeeding 12 month period 12 days granted January 1st

Upon termination from employment, an employee shall have no claim for pay in lieu of unused sick leave. Sick leave is not cumulative, i.e. it may not be carried over from one year to the next. Unused Annual Sick leave will be credited to the employee’s Salary Continuation Plan per the policy and terms in Article VIII, Section 3B, Part 3b. The benefit year will coincide with the fiscal year.

For employees who qualify, time-off for the following reasons can be charged against annual sick leave:

- Personal illness or disability.
- Applied to the waiting period to the start of the Worker’s Compensation coverage.
- With the supervisor’s approval, time-off may be taken for serious illness of the employee’s immediate family (spouse, children and parents; registered domestic partner and/or his/her dependent children or parents).

- For purpose of these guidelines, pregnancy is to be considered the same as any other non-occupational disability.

Paid sick leave is not automatic and should not be assumed as awarded until the supervisor's approval for payment is made. A physician's verification of illness may be requested.

In case of disability, a physician's verification will be required, indicating the beginning date of disability and the date on which the employee was certified to be physically able to return to work. When the employee is physically able (as determined by a physician) to return to work, but does not wish to do so, that employee's services will be terminated and recorded as a resignation.

b. Short-term Disability/Salary Continuation

The YMCA will provide for the protection of full-time employees absent from work for their own serious health condition through a Salary Continuation Plan. Such health conditions must meet the criteria for Family and Medical Leave (FML: See Article X, Section 2). The YMCA will seek verification of the illness from the employee's attending physician and reserves the right to seek a second opinion at its own expense. All requests for such leaves must be submitted to the Director of Human Resources for approval per FML guidelines. Any authorized leave shall run concurrently with FML and any applicable worker's compensation leave.

An employee hired after April 1, 2004 receives credits to his/her Salary Continuation Plan in the following manner:

- 12 days credited upon completion of the first 12 months of continuous full-time employment
- At the start of the next calendar year following the above, any unused annual sick leave will be credited to his/her Salary Continuation Plan. Each calendar year, unused annual sick leave will be added to the employee's Salary Continuation Plan, but the maximum credit may not exceed 65 days ***within the first five years of continuous full-time employment***. No larger amount of credit may be accumulated; although if the credit is used, the employee's plan will be credited by applying unused sick leave each calendar year, up to 65 working days. ***See below for information regarding credits based on years of service greater than five years.***
- The accumulated credit will not be paid at the time of termination or retirement.

For those employees hired prior to April 1, 2004, all credits in their Salary Continuation Plan as of the approval date of this policy shall remain. If the employee has less than 65 days ***and less than five years of continuous full-time employment***, credits will be added each calendar year by applying any unused annual sick leave. As credits are used, additional credits will be added by applying any unused sick leave each calendar year. The credits may not exceed 65 days ***within these first five years of continuous full-time employment***. ***See below for information regarding credits based on years of service greater than five years.***

<u>Years of Continuous Full-time Service</u>	<u>Additional Credit Applied *</u>	<u>Maximum Credit</u>
5-9 years	3 days	65 days
10-14 years	6 days	75 days
15-19 years	9 days	80 days
20 + years	12 days	90 days

***The additional credits are automatically applied each year over and above any unused annual sick leave that may be credited. However, the maximum credit based on years of service may not be exceeded.**

The accumulated credit will not be paid at the time of termination or retirement.

For a qualified leave, the employee will receive 100% of his/her base pay for these absences. If the authorized leave extends beyond this, the employee may use any available annual paid time off. All other rights and responsibilities as provided for in FML shall apply.

4. Annual Personal Days

Leaves with pay, not exceeding three working days per calendar year, shall be granted to full-time employees for personal business. Such leaves are subject to the prior approval of the employee's supervisor. No leaves with pay will be granted during the first ninety days of employment.

Upon termination from employment, an employee shall have no claim for pay in lieu of unused personal time. Personal leave is not cumulative. The benefit year will coincide with the calendar year.

5. Jury Duty

Full-time employees who are called for jury duty will receive regular pay for the first five days of jury service. The employee will be paid the difference between the money received from the court (excluding travel allowance) and the money the employee normally earns at the YMCA for the next fifteen days. Employees are eligible for up to 20 working days of jury duty reimbursement only once in any calendar year. Any other jury duty in that year is not covered.

Documentation of jury duty compensation received must be presented to the YMCA in order to be paid. Jury duty shall not affect an employee's vacation allowance or benefits protection.

Upon termination from employment, an employee shall have no claim for pay in lieu of unused jury duty time. Jury duty leave is not cumulative. The benefit year will coincide with the calendar year.

6. Uniform Services Employment and Re-employment Rights Act (USERRA)

The YMCA complies with federal USERRA. Complete details regarding USERRA may be obtained by contacting the Department of Human Resources.

7. Outside Consulting

Employees are permitted to provide consultant services to other YMCAs and/or kindred organizations with goals and objectives similar to the YMCA's, subject to the approval of their supervisor. If employees are released from job responsibilities to provide such services and remuneration is received by the employee, the YMCA must be reimbursed any consulting fee received by the employee. If employees consult during their time-off, then any remuneration may be retained by the employees.

C. Provision for Income Supplement and Retirement

1. Retirement

Participation in the YMCA Retirement Fund is a condition of employment for employees that are between the ages of 21 and 60 at the time of their employment. There is a one-year waiting period from the date of employment before new employees, who meet the 1,000 hour anniversary year threshold, are enrolled in the YMCA Retirement Fund. Participation is required once eligibility requirements are met unless the employee is over the age of 60 at the time of hire. Participation shall be elective under this condition.

Eligibility, benefits, definitions and requirements are determined by the YMCA Retirement Fund in agreement with the YMCA and in compliance with the Employee Retirement Income Security Act of 1974("ERISA"). All revisions needed to comply with pension-reform legislation shall occur accordingly.

A YMCA Retirement Fund Manual, providing general information on the extent of benefit coverage, will be provided to participating employees.

2. Tax-Deferred Annuities

A tax-deferred annuity program is available to all eligible employees through the YMCA Retirement Fund.

3. Group Life, Accidental Death and Dismemberment

The YMCA will make provisions for the protection of employee beneficiaries through a group life, accidental death and dismemberment insurance plan. Participation for full-time eligible employees is available, unless it is specifically waived by the employee.

4. Long – Term Disability

The Association will provide for the protection of full-time eligible employees, totally disabled from accident or sickness, through the long term disability provisions of the YMCA Retirement Fund.

D. Provisions for Health and Dental Insurance Coverage

The YMCA will provide a comprehensive hospitalization, major medical and dental plan for full-time employees and their family members. The YMCA will pay a percentage of the cost for the employee's own medical coverage based on the rate of the employer selected plan including dental coverage, if so selected by the employee. The percentage paid by the YMCA will be determined annually by the Board of Directors. The YMCA will offer group coverage for family members, **as defined and permitted by the carrier,**

at the employee's expense and this will be paid for through payroll deduction (includes registered domestic partners if permitted by carrier). This coverage may also be continued after retirement at the retiree's expense and at full premium cost. A separate document describing eligibility requirements, benefits and costs of the various programs is available for employee selection.

Continuation of Health Coverage (COBRA): Federal law requires that employees and / or their dependents be offered the opportunity for a temporary extension of their existing health coverage (at the group rate, at their own expense) in certain cases where it would otherwise terminate. Detailed descriptions of this benefit and its eligibility requirements are provided to eligible employees in a separate document both at the time of hire and at the time of any qualifying event.

If the YMCA's carrier permits enrollment of domestic partners, then by YMCA policy COBRA benefits will be offered to registered domestic partners and his/her dependents who are enrolled in the YMCA's plan for a temporary extension of their existing health coverage (at the group rate, at their own expense) in certain cases where it would otherwise terminate. Detailed descriptions of this benefit and its eligibility requirements are provided to eligible employees in a separate document both at the time of hire and at the time of any qualifying event.

E. Other Benefits

1. Association of YMCA Professionals (AYP)

The YMCA will pay 100% of the annual AYP dues for full-time employees provided the employee maintains active participation.

2. YMCA Memberships

Membership and program participation benefits are provided to employees based on their classification. In the case of program participation, the employee's participation should not exclude other members or add directly to the cost of the activity. Additional fees that may be charged for a program (EX: field trip fees, special supplies, etc.) are the responsibility of the employee to pay.

Memberships and discounted programs at any YMCA branch will be provided for full-time employees and their families. Families include adults and youth living at the same address. Full-time employees and their families will receive memberships and program activity fees free of charge with the exception of child care programs. For child care programs, the discount shall be 50%.

Employees working over 20 hours per week on a regularly scheduled basis will receive free memberships for themselves and their families, as defined above. They shall also receive a 50% discount on all YMCA programs excluding child care programs for which there is no discount. Eligibility for this will be determined by the average hours worked during the employee's first year of employment. Thereafter, the determination will be made annually in January and the 1,000 hour threshold must be met to qualify for this benefit.

Seasonal employee will be provided with an individual membership for the season for which they are employed.

Retired YMCA employees and those working less than 20 hours per week will be provided with complimentary, individual memberships.

ARTICLE IX STAFF AND CAREER DEVELOPMENT

Section 1 Performance Appraisals

Appraisals are normally conducted on an annual basis for the purpose of evaluating an employee's performance, assisting in the employee's continued growth and development and ensuring that the goals and objectives of the YMCA are being met through the employee's work-effort. Such performance appraisals shall be conducted by the employee's immediate supervisor, documented in written form and reviewed with that employee.

Section 2 Salary Increments

Individual salaries are normally reviewed on an annual basis as operations allow and increases, if any, shall be granted solely on the basis of merit. Merit increases are determined by the performance appraisal and shall be within the guidelines of a salary administration plan.

Section 3 Staff Development and Training

Though professional development is the primary responsibility of the individual, the YMCA endeavors to provide such opportunities for the staff. The YMCA recognizes that the quality of its work is directly related to the continuing career-growth and training opportunities for employees. Developmental training experiences will be provided for all employees based upon the YMCA's goals and an individual's career plan and job responsibilities. Consequently, periodic consultations between employees and their supervisors to identify training and career development needs will be conducted and a written annual training plan for each prepared.

Expenses related to career development and other training opportunities may be paid in full by the YMCA when such requests are submitted in advance and approved by the employee's supervisor. Included in these types of training experiences for which the YMCA will pay are: the YMCA Leadership Training Program (LTP), workshops, seminars, conferences and formal education.

Tuition Reimbursement

It is the policy of the YMCA to provide Tuition Reimbursement in accordance with the guidelines below.

- Employees must be regular full-time employees and have worked in this capacity for at least six month at the time of application.
- Applications must be approved in advance of commencement of the course(s) by the supervisor and Executive Director through the annual budget process.
- Any approved reimbursement will be no more than 50% of tuition only. An employee receiving assistance from another source such as that granted to veterans (includes scholarships or grants, not loans), will only be eligible for 50% of the cost not covered by the other source.
- Application may be made for undergraduate or graduate courses from an accredited institution.
- Reimbursement is contingent upon achievement of a C grade or better.
- Employees who resign or are terminated for cause prior to completion of approved course(s) will not be eligible for reimbursement. Exempt from this are employees who

resign to accept a position in another YMCA or kindred organization as they will be eligible for reimbursement.

- The YMCA reserves the right to reject courses for eligibility based on cost or other considerations and may change or discontinue the tuition reimbursement plan at its own discretion without notice.

ARTICLE X LEAVES OF ABSENCE

Section 1 Short Term Discretionary Leave

A leave of absence for up to 30 days without pay may be granted with advance approval at the discretion of the CEO or designate. Benefits may be continued during this period at the employees' expense.

Section 2 Family and Medical Leave (FML)

The following standards apply to Family and Medical Leave at the YMCA.

- A. To be eligible for Family and Medical Leave (FML), an employee must have worked for the YMCA for at least 12 months and for at least 1,000 hours in the 12 months preceding the leave.
- B. FML may be taken for the following reasons:
 1. The birth of a child to the employee or the placement of a child with the employee for adoption or foster care;
 2. The serious health condition of the employee rendering him or her incapable of performing the functions of his or her position;
 3. The need for the employee to be absent to care for a spouse, child or parent with a serious health condition.
 - 4. By YMCA policy, FML may be granted for an eligible employee to care for a registered domestic partner, the dependent children and/or parents of this domestic partner, with a serious health condition.**
- C. Employees are responsible to schedule medical treatment so as to have the least intrusion on YMCA operations as far as practicable with the approval of the health care provider.
- D. An employee requesting FML should give as much advance notice as practicable but not less than two weeks, unless an emergency prevents such early notice.
- E. FML taken for purposes of birth, adoption or foster placement may be taken on an intermittent or reduced schedule only with the prior approval of management.
- F. FML taken in connection with a serious health condition may be taken on an intermittent or reduced schedule only if the health care provider certifies it is medically necessary. The YMCA may reassign an employee to an equivalent position better able to tolerate leave taken on this basis.
- G. A leave caused by a serious health condition must be supported by medical certification from a health care provider. The YMCA reserves the right to require a second opinion from a provider of its choice and paid for by the YMCA. Re-certification is required every thirty days during the leave (or sooner if circumstances require it). The YMCA will provide U.S. Department of Labor forms for certification and possibly a job description to provide guidance for the health care provider if the leave is for the employee's serious health condition.
- H. At least once every twenty-one days during a FML, the employee must provide a status report on his/her status and intent to return to work.

- I. An employee returning from a leave because of his/her own serious health condition must provide a return to work certification from the attending health care provider prior to return to work.
- J. FML utilizations together may not exceed maximums set according to law.
 - 1. Pursuant to Connecticut law, FML together may not exceed 16 work weeks in the 24-month period. (Leave under this State law for non-teaching employees is also available for the serious health condition of a parent-in-law of the employee).
 - 2. Pursuant to federal law, FML together may not exceed 12 work weeks in a rolling twelve-month period.
 - 3. The YMCA measures the relevant 12 and 24 month periods backward from the date an employee uses any such leave.
 - 4. Where spouses are both employees of the YMCA and are eligible for FML, they share the maximum leave for one employee for leaves taken other than for a serious health condition.
- K. FML taken for the birth of a child or placement of a child for adoption or foster care must be taken within twelve months of the event.
- L. All fully or partially paid leave otherwise available for the purposes appropriate for FML must first be used towards the entitlement. When paid leave is exhausted, the remaining FML is unpaid.
- M. An employee returning from FML should contact his/her supervisor and the Director of Human Resources at least two weeks prior to the date of return. Return will be to the same position held before the leave or to an equivalent position with no loss of seniority or benefits accrued before the leave commenced.
- N. To be eligible for payment of the employer's share of medical insurance costs during FML, the employee must have at least 1,250 hours of service in the 12 months preceding the leave, must work at a facility within 75 travel miles of the workplace of at least 49 other YMCA employees and the leave must not exceed 12 weeks within 12 months (see 9b). Otherwise, continued medical coverage during unpaid FML depends on the employee's payment of the full cost of coverage.
- O. Employees required to contribute to health coverage while actively at work will be required to do so while they are eligible for continued company payments toward coverage during FML.
- P. If FML is paid, employee payments for medical coverage will be withheld from pay just as during active employment. If the leave is unpaid, the employee must make payments by check or money order at least every two weeks. The YMCA will provide with appropriate amounts and dates. Failure to make these payments within 30 days of their due dates may result in loss of coverage. The YMCA may recover medical premiums the YMCA paid during a FML if the employee fails to return upon expiration of the leave, unless the reason for not returning is the continued need for absence due to the serious health condition of the employee family member or other circumstances beyond the employee's control.

Section 3. Extended-Leave

Extended leaves of absence without pay may be granted to employees who have a minimum of 12 months full-time service to the Association, for unusual circumstances, including personal reasons or continuing formal education. Requests for extended-leaves, providing a full explanation and projected schedule, must be made in writing and submitted to the CEO in whose complete discretion the final decision rests. Employees may continue medical benefits at their own expense for the duration of such leave consistent with the provisions of applicable law, i.e. COBRA.

Two weeks prior to the end of the approved extended-leave, the employee shall notify the CEO of his/her intent to return to work. If the employee chooses not to return, he/she shall have resigned

effective immediately. During the extended-leave, the employee's prior service is protected for all benefits, including seniority.

If the employee chooses to return, the YMCA shall make every effort to place the employee in the same or a comparable position to the one held before the leave began. Should no such position be available, employment shall be terminated involuntarily. If rehired within a period of six months following such termination, the employee shall be given full credit for prior service for all purposes other than severance pay if such is paid at the termination upon leave expiration.

ARTICLE XI SEPARATIONS

For purposes of this Policy the term "separation" shall refer to any and all terminations of the relationship between the employee and employer (regardless of the reason for such termination). Separations are to be categorized as either voluntary or involuntary.

Section 1. Voluntary Separation

A. Resignation

A resignation is a decision made by an employee to terminate his/her working relationship with the YMCA. A written notice of the resignation shall be provided to the YMCA at least 30 calendar days prior to the last day of employment for exempt employees and 14 calendar days for non-exempt employees. By providing the YMCA proper notice, as shown above, the resigning employee becomes eligible to be paid for the accrued and credited, but unused, vacation time.

B. Retirement

Retirement is a voluntary choice of the employee.

Section 2. Involuntary Separation

Involuntary separation is the decision, made by the YMCA to end the work relationship between the employee and the YMCA. Involuntary separations are to be classified as either a reduction in the work force or dismissal.

Compensation for Involuntary Separation

All full-time employees upon involuntary separation shall be paid for their accrued (but unused) vacation time. Except in cases of misconduct, a separation allowance per the schedule below will be paid.

1. Reduction of Work Force / Unsatisfactory Performance

Full-Time Period of Continuous Service	Separation	Allowance	
		Full-time Exempt*	Full-time Non-exempt
Less than 1 year		None	None
1 to 9 years		4 weeks	2 weeks
9 to 14 years		8 weeks	4 weeks
15 years or over		12 weeks	8 weeks

* Status as of termination date

2. Misconduct – None