



# GOOD FOR HEALTH

GOOD COMMUNITY

GOOD OPPORTUNITIES

GOOD COMMUNITY IMPACT

GOOD FRIENDS

GOOD MEMORIES

GOOD EDUCATION

GOOD HEALTH

GOOD RELATIONSHIPS

GOOD WORK

GOOD FOR ALL

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YMCA OF ORANGE COUNTY  
**EMPLOYEE HANDBOOK**

## **CONTENTS**

|   |    |
|---|----|
| Welcome Letter From the President .....         | v  |
| Employment Matters .....                        | 1  |
| Employment At-Will.....                         | 1  |
| Equal Employment Opportunity .....              | 1  |
| Policy Against Harassment .....                 | 2  |
| Sexual Harassment.....                          | 2  |
| Child Abuse Prevention Policy.....              | 3  |
| Procedures for Raising Concerns .....           | 3  |
| Open Door Policy .....                          | 3  |
| Selection.....                                  | 4  |
| Background Checks .....                         | 4  |
| Employment of Relatives .....                   | 5  |
| Conflict of Interest .....                      | 5  |
| Public Issues .....                             | 6  |
| Problem Solving Guideline.....                  | 6  |
| Code of Ethics .....                            | 6  |
| Classification of Employees .....               | 7  |
| Exempt Staff.....                               | 7  |
| Non-Exempt Staff.....                           | 7  |
| Regular Full-Time Staff .....                   | 7  |
| Regular Part-Time Staff .....                   | 7  |
| Temporary Status.....                           | 7  |
| PAY PRACTICES .....                             | 8  |
| Attendance .....                                | 8  |
| Overtime.....                                   | 9  |
| Timekeeping Requirements .....                  | 9  |
| Reporting Time.....                             | 9  |
| Meal Periods .....                              | 10 |
| Rest Breaks.....                                | 10 |
| Lactation Accommodation.....                    | 10 |
| Expense Reimbursement.....                      | 11 |
| Benefits .....                                  | 11 |
| Workers' Compensation.....                      | 11 |
| Employee Memberships and Program Discounts..... | 11 |
| Employee Entertainment Discounts and Perks..... | 11 |
| Direct Deposit.....                             | 12 |
| Vacation .....                                  | 12 |
| Holidays.....                                   | 12 |
| Sick Pay .....                                  | 13 |

## **CONTENTS**

|  |    |
|--|----|
| Health Insurance .....   | 15 |
| Change in Life Event.....  | 15 |
| Retirement Program.....  | 16 |
| Employee Assistance Program.....   | 16 |
| Leaves of Absence.....   | 17 |
| Family and Medical Leave Act/California Family Rights Act (FMLA and CFRA).....   | 17 |
| Eligibility Requirements for FMLA and CFRA.....  | 17 |
| Qualifying Reasons for Leave under FMLA and CFRA.....  | 17 |
| Leave Taken for the Birth, Adoption or Foster Care Placement of an Employee's Child,<br>Completion and Minimum Duration.....             | 18 |
| Additional Leave Available in Connection with Pregnancy Disability Leave.....  | 18 |
| Additional Leave Available in Connection with a Qualifying Exigency .....  | 18 |
| Additional Leave Available -- Injured Service Member Leave (includes spouse, parent, son or<br>daughter; does not include in-laws) ..... | 18 |
| Notice of Leave .....  | 19 |
| Medical Certification .....  | 19 |
| Reporting In While On Leave.....   | 19 |
| Unpaid Leave .....   | 19 |
| Receipt of Disability or Workers' Compensation Benefits During Leave.....  | 19 |
| Receipt of Paid Family Leave Insurance Benefits During Leave.....  | 20 |
| Group Health Benefits.....   | 20 |
| Intermittent and Reduced Schedule Leave.....   | 20 |
| Returning From Leave .....   | 20 |
| Additional Information .....   | 21 |
| Pregnancy Disability Leave.....  | 21 |
| Family Military Leave .....  | 22 |
| Leave of Absence for Emergency Service.....  | 23 |
| School Visitation Leave.....   | 23 |
| Domestic Violence and Sexual Assault Victims Leave.....  | 23 |
| Victim of Crime Leave .....  | 24 |
| Bone Marrow and Organ Donation Leave .....   | 24 |
| Voting Time .....  | 24 |
| Alcohol and Drug Rehabilitation.....   | 24 |
| Literacy Assistance .....  | 25 |
| Personal Leave .....   | 25 |
| Bereavement Leave .....  | 25 |
| Jury Duty and Court Appearances.....   | 25 |
| Military Leave .....   | 25 |
| Employee Conduct.....  | 26 |
| Personal Appearance.....   | 26 |

## **CONTENTS**

|  |    |
|--|----|
| Standards of Professional Conduct .....            | 26 |
| Drug-Free Workplace .....                          | 29 |
| Violence in the Workplace.....                     | 29 |
| Smoke-Free Work Environment.....                   | 29 |
| Non-Solicitation .....                             | 29 |
| Confidentiality.....                               | 29 |
| Property.....                                      | 31 |
| Cell Phone Usage .....                             | 32 |
| Use of Electronic Systems .....                    | 32 |
| Personal Websites, Blogs and Digital Channels..... | 33 |
| Separation From Employment .....                   | 33 |
| Job Abandonment.....                               | 34 |
| Reduction of Workforce.....                        | 34 |
| Acknowledgement of Receipt .....                   | 35 |

### **YMCA Mission Statement**

*The YMCA puts Christian principles into practice through  
programs that build spirit, mind and body for all.*

### **WELCOME FROM THE PRESIDENT**

Welcome to the YMCA of Orange County, Riverside County, Pomona Valley and East San Gabriel Valley!

When I arrived in Orange County in September 2007, I made a commitment to the Lord.

As a Christian, I have learned that even as a flawed man, I am loved completely by a perfect God. Though I have made many mistakes and didn't deserve it, I was always forgiven, accepted and loved unconditionally. This experience has resulted in a man who humbly wants to serve his Savior as an act of gratitude for that which he has been given.

Although not all employees may share the same conviction of faith, all are welcome at this YMCA. If you have a desire to serve, grow personally and professionally, the YMCA is the place for you. Our tagline of "we build strong kids, strong families, strong communities" applies as much to our employees as our members.

As a YMCA employee for over 33 years, I have worked in many positions; front desk, membership, locker room, aquatics, day camp, fitness, youth sports, development, executive director, whatever was needed. The combined result of these experiences developed a man who is committed to staff and providing an environment for personal and professional growth.

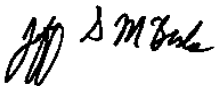
This perhaps provides you the background for the culture we have developed. We are a place where employees are cared for and encouraged, where learning and teaching is a matter of course. We are committed to valuing and honoring our most precious asset, our people. This responsibility I do not take lightly.

This does not mean working here will be easy. We hire the best and expect them to do their best. Personal and professional development is challenging. It will require us to stretch beyond that which we think we are capable. When we succeed, we will CELEBRATE. When we fall, we will help each other up, encouraging all the way.

I hope this is as exciting for you as it is for me. As an ancient African proverb says, "If you want to go fast, go alone. If you want to go far, go together." I invite you to join us to go farther. We are a family, bonded by the desire to the right thing for all, and together we can accomplish anything.

"Two are better than one, because they have a good return for their work. If one falls down, his friend can help him up. But pity the man who falls and has no one to help him up!" Ecclesiastes 4:9-10

Again, welcome and God Bless,



Jeff McBride  
President & CEO

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#### **The Y is Committed to Excellence** **Excellence Demands:**

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##### **Honesty**

Having honest and respectful interactions for the betterment of the organization and the individual regardless of discomfort.

##### **Responsibility**

Take personal responsibility, own successes and failures equally and hold others to the same.

##### **Caring**

Helping others to improve to be their best self.

##### **Respect**

Understand and honor the position you and other's hold and the impact on the organization.

## **EMPLOYMENT MATTERS**

The YMCA of Orange County, Riverside County and San Gabriel Valley (referred to herein as “YMCA” or “Association”) feels strongly that it must retain flexibility to meet future challenges. This handbook is not intended as a formal or exhaustive statement of an employee’s responsibilities, and does not constitute an implied or express contract of employment. It is simply a guideline and summary of policies, practices, procedures, and benefits. Accordingly, the Association reserves the right to amend, modify, supplement or eliminate any policies, practices, procedures, and benefits at any time, with or without prior notice. To obtain information regarding specific employment policies or procedures, whether or not referred to in this handbook, employees should contact their supervisor or Human Resources.

### **Employment At-Will**

All employees are hired for an unspecified duration. Employment is at the mutual consent of the employee and the YMCA. Accordingly, either the employee, or the YMCA, can terminate the employment relationship at any time, with or without cause or notice. Furthermore, no employee or representative of the YMCA, other than the President/CEO, has the power or authority to alter the at-will nature of the employment relationship. The President/CEO can alter the nature of the relationship only if he/she expressly does so by written agreement, signed by the President/CEO and employee. Employees also may be demoted or disciplined and the terms of his/her employment, including but not limited to compensation, benefits, duties, and location of work, may be altered at any time, with or without cause or notice, at the discretion of the YMCA.

### **Equal Employment Opportunity**

The Association is an equal opportunity employer and makes employment decisions on the basis of merit. We want to have the best available person in every job. Association policy prohibits unlawful discrimination based on race, color, creed, sex (including pregnancy, childbirth, breastfeeding, and medical conditions related to pregnancy, childbirth, or breastfeeding), gender, religion (including religious dress and grooming practices), marital status, domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition, genetic information and characteristics, sexual orientation, gender identity or expression, military or veteran status, or any other protected basis under federal, state, or local laws. It also prohibits unlawful discrimination based on the perception that one has any of those characteristics, or is associated with a person who has, or is perceived as having, any of those characteristics.

The Association is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in Association operations and prohibits unlawful discrimination by any employee of the Association, including supervisors and co-workers. Violation of this policy will result in discipline, up to and including termination.

### **Reasonable Accommodations**

The Association will make reasonable accommodations, where appropriate, for the known physical or mental disability of an otherwise qualified individual who is an applicant or an employee unless undue hardship to the YMCA or a direct threat to health or safety would result.

Because each situation is different, decisions regarding accommodations are made through an interactive process. The Association encourages any applicant or employee who requires accommodations (i) in the hiring process, (ii) to perform the essential functions of the job, or (iii) to enjoy privileges and benefits of employment, to speak with the Executive Director or Human Resources and make a request. The individual with the disability should specify what accommodation(s) he or she needs. The Association then will engage with an applicant or employee and his/her health care provider in an interactive process to assess and determine potential reasonable accommodations. The YMCA may request that the applicant or employee’s treating health care provider verify any and all work restrictions and the accommodation(s) that may be needed in order for the applicant or employee to perform the essential functions of his/her job. If the accommodation(s) is reasonable, meaning it will not cause a direct threat to health or safety of the

applicant, employee, or others, and will not impose an undue hardship on the YMCA, the Association will make the accommodation.

### **Policy Against Harassment**

It is the YMCA's policy to provide all employees with a work environment free of harassment; whether verbal, visual, or physical, implied or explicit, for any reason, including harassment based on race, color, creed, sex (including pregnancy, childbirth, breastfeeding, and medical conditions related to pregnancy, childbirth, or breastfeeding), gender, religion (including religious dress and grooming practices), marital status, domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition, genetic information and characteristics, sexual orientation, gender identity or expression, military or veteran status, or any other protected basis under federal, state, or local laws. It also prohibits harassment based on the perception that one has any of those characteristics, or is associated with a person who has, or is perceived as having, any of those characteristics. This policy applies to all person involved in the operation of the YMCA, including employees, supervisors, managers, and third parties, such as vendors, clients, independent contractors, and any other persons.

The YMCA does not tolerate harassment or any unwelcome conduct in the workplace, or a work-related situation, that affects someone because of that individual's protected status. Among the types of unwelcome conduct prohibited by this policy are epithets, derogatory comments, slurs, unwanted comments, jokes, cartoons, drawings, gestures, negative stereotyping, intimidating acts (physical conduct, threats, or demanding that a person perform certain actions in order to obtain or keep a job), and the circulation or posting of written or graphic materials that show hostility toward individuals because of their protected status. Even where the conduct does not rise to the level of a violation of applicable laws prohibiting harassment, the conduct is, will not be tolerated by the YMCA. Violation of this policy will result in discipline, up to and including termination.

### **Sexual Harassment**

Sexual harassment is a problem that deserves special emphasis and will not be tolerated by the YMCA. Sexual harassment may take various forms. This policy prohibits harassment based on sex / gender regardless of whether the offensive conduct is sexual in nature. Any unwelcome conduct based on gender is also forbidden by this policy, regardless of whether (i) the conduct amounts to unlawful harassment, or (ii) the harasser and the individual being harassed are of the same or different gender. Unwelcome conduct of a sexual nature, such as sexual advances, requests for sexual acts or favors, and other verbal, visual, or physical conduct based on sex constitute sexual harassment when:

- a) Any statement or implication suggests that an individual's submission to or rejection of such conduct could be used as a condition of employment, or as the basis for any employment decision affecting such individual; or
- b) The conduct has the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

This policy forbids harassment based on gender regardless of whether or not it rises to the level of a legal violation. Examples of gender-based harassment forbidden by this policy include, but are not limited to: any aggressive or threatening conduct of a sexual nature, including any unwanted physical conduct that is sexually aggressive or related to sexuality; slurs, jokes or degrading comments of a sexual nature; sexual flirtation; sexual advances or propositions; graphic or degrading verbal comments about an individual or his or her appearance; sexual innuendo or suggestive comments; sexually-oriented "kidding" or "teasing;" unwanted physical touching of another, such as patting or pinching; the display in the workplace of sexually suggestive printed or visual materials, objects or pictures; and obscene or harassing use of telecommunications or other technologies.

### **Child Abuse Prevention Policy**

The YMCA is committed to providing a safe and nurturing environment. The YMCA does not tolerate any type of abuse towards a child, youth or dependent adult. This policy and reporting procedures apply to all YMCA program areas. Among the types of abuse prohibited by this policy are physical, emotional, neglect, bullying and sexual. An employee working with children, teens, or dependent adults at the YMCA is responsible to report any suspicion of abuse. The YMCA mandated reporters include all people that work with and/or around children, teens and dependent adults. When working in a licensed YMCA facility, an employee who suspects any type of abuse must call and report their suspicions to Child Protective Services (CPS) while the Director on site can write up the report to Community Care Licensing. Community Care Licensing has the right to review personnel files and interview personnel as necessary. In addition, Law Enforcement personnel may request the information listed in the file and may interview staff as well.

### **Procedures for Raising Concerns**

Everyone is responsible for helping to foster a safe, productive, and positive work environment that is free from prohibited discrimination and harassment by reporting any incidents believed to be prohibited by this policy. If you feel you have experienced or witnessed anything prohibited by this policy, you must promptly contact Human Resources or any member of senior management. You can also report the violation to the EthicsPoint hotline at 1-888-216-3191 or [www.ymcaoc.ethicspoint.com](http://www.ymcaoc.ethicspoint.com). This policy does not require reporting harassment to any individual who is creating the harassment. All supervisors and managers are required to report to Human Resources any behavior that they hear, observe or become aware of that appears to violate the YMCA's policies against discrimination and harassment.

The YMCA treats complaints of discrimination and harassment seriously. All complaints will be promptly, thoroughly, and impartially investigated. While strict confidentiality cannot be promised, every effort will be made to maintain confidentiality to the extent practicable and consistent with effective investigation and resolution of the complaint. Employees are expected to fully cooperate in any investigation regarding discrimination, harassment, or other issues that arise. Failure to do so may result in discipline, up to and including termination.

Retaliating against someone for making a complaint or cooperating in an investigation is also prohibited, and will result in disciplinary action, up to and including discharge. If you believe you have been retaliated against in any way, report this immediately to Human Resources, or to any member of management, who should immediately contact Human Resources to address the issue.

### **Open Door Policy**

Suggestions for improving the YMCA are always welcome. Employees may have complaints, suggestions, or questions about their job, working conditions or treatment they are receiving. Employee good-faith complaints, questions, and suggestions are encouraged. The Association has established an "open door" practice to promote effective communication between employees and management in resolving personnel problems.

An employee who encounters problems concerning any aspect of employment by the Association is encouraged to:

1. First, discuss the situation with his/her immediate supervisor, within a week of the occurrence, who will in turn work with Human Resources to provide a solution or explanation.
2. If the employee cannot discuss it with the immediate supervisor, is not satisfied with the proposed solution, or the problem persists, the employee should contact the Department or Branch Manager or the head of Human Resources, who will investigate and provide a solution or explanation.
3. If the problem persists, the employee may contact the third-party compliance EthicsPoint hotline at **1-888-216-3191** or [www.ymcaoc.ethicspoint.com](http://www.ymcaoc.ethicspoint.com).



This procedure, which the Company believes is important for both the employee and the Company, cannot guarantee that every problem will be resolved to the employee's satisfaction. However, the YMCA values employee observations and employees should feel free to raise issues of concern, in good faith, without fear of retaliation.

### **Employee Communications**

Communication is key to a successful working environment. Below are several means of which the YMCA may choose to communicate with staff. This is not meant to be an exhaustive list.

- **STAFF MEETINGS:** Staff meetings will be held at the discretion of the Company. These meetings allow employees to be informed on recent Company activities, changes in the workplace, employee [safety and](#) recognition, and other business matters.
- **EMAIL:** Emails will be sent to both personal and work emails as it pertains to: Alerts, Company activities, changes in the workplace, job openings, event notifications, employee recognition, and other business matters.
- **TEXT MESSAGING (SMS):** Text messages will be sent to the mobile number on file (if any) as it pertains to: Alerts, Company activities, changes in the workplace, job openings, event notifications, and other business matters.
- **PHONE CALLS:** Phone calls will be made to the telephone and mobile number on file (if any) as it necessary to inform you of: Alerts, Company activities, changes in the workplace, job openings, event notifications, and other business matters.

I understand that [by signing the Employee Handbook Acknowledgement I](#) authorize the YMCA of Orange County to send messages with information regarding (Alerts, Company activities, changes in the workplace, job openings, event notifications, and other business matters) via SMS/Text to my mobile phone number as provided in my application or listed on my employee profile. Text STOP to CANCEL or HELP for HELP, message and data rates may apply. [Terms and Conditions](#) and Privacy Policy [can be found on the YMCA Intranet](#).

### **Selection**

The Association is committed to promotion from within. Promotion from within does not mean that the Association will promote a qualified internal candidate over a better-qualified external candidate. Notification of most open positions within the Association will be posted for at least three (3) business days.

### **Background Checks**

The Association recognizes the importance of maintaining a safe and productive workplace with honest, qualified, reliable and non-violent employees who do not present a risk of harm to other employees, volunteers or members. For the benefit of all employees, the Association may perform, or request that third parties perform, background checks, reference checks and/or other types of investigations. Background checks and investigations may be performed at any time post-employment offer at the Association's sole discretion.

It is the employee's responsibility to secure and submit initial and subsequently required medical examination information, required certificates, licenses and official transcripts. Employees are required to be fingerprinted and drug screened prior to hire. After fingerprints have been processed through the State of California Department of Justice and Federal Bureau of Investigation, results are received by the Human Resources Department and treated with appropriate confidentiality. Employment and/or continued employment are contingent upon receipt of required information and results consistent with job requirements. Any employee is subject to termination of employment if, in the Association's judgment, the

criminal history is not consistent with continued employment in the role considering nature and gravity of the offense, the time that has passed, and the nature of the job held or sought.

### **Employment of Relatives**

The Association supports employees recommending qualified candidates for employment, including relatives. Relatives of employees will not be eligible for employment in any situation that might cause conflicts of interest or problems with supervision, safety, security, or morale. Relatives normally will not be assigned to, or allowed to remain in, positions within the same branch, department, or office that involve direct or indirect supervisory influence or the potential for compromise of accounting controls. For purposes of this policy, a relative is defined as an employee's spouse, domestic partner, parent, child, sibling, step-relationships, nephew, niece, aunt, uncle, grandparent, grandchild, in-law and adoptive relationships of the above relations. Other individuals with close personal relationships to employees are also ineligible for employment if the relationship may potentially lead to similar problems.

If employees marry, register as domestic partners, otherwise become related to each other, or if a working relationship otherwise develops between employees where a close emotional, physical or romantic tie develops and there is a risk of conflicts of interest or a potential for problems with supervision, safety, security, or morale, the YMCA will make reasonable efforts to accommodate them, such as by reassigning one of them. If this is not feasible, then one of the employees must leave the employment of the YMCA. The two (2) employees must decide which one is to leave within thirty (30) days after they are notified. If they are unable to decide within that time, then the Association will decide which employee must terminate.

### **Conflict of Interest**

Employees are to avoid any actual conflict, or potential conflict, between their own interests and the interests of the Association. If a potential or actual conflict is present, the employee is required to the conflict to their supervisor or Human Resources. The following examples are considered to be in conflict with the Association's interests; this is not an all-inclusive list:

1. Proprietary interest in any organization, which has, or is seeking to have, business dealings with the Association.
2. Accept commissions, gifts, travel or other payments, materials, services, expensive or extravagant entertainment, over \$50.00 in value, from any organization, firm or individual doing or seeking to do business with the Association.
3. An outside business, elected office, financial interest, or activity which, in the Association's judgment, may be perceived as interfering with the interest of the YMCA, or which may be perceived as interfering with the employee's ability to perform his/her assigned job duties. In such a case, the facts are to be disclosed in writing by the employee to Human Resources. Questions of whether an issue should be disclosed are to be resolved in favor of disclosure.
4. Buy, sell, or lease any kind of property, facility or equipment, from or to the Association, except with the written consent of the CEO, COO, CAO, and or Controller.
5. Business interests which are in direct competition with the Association.
6. Engage in, or be engaged in, any conduct or activity in or outside the workplace that, in any manner undermines the YMCA's business operations, reputation, or which is perceived by the Association to conflict with the YMCA's goals and values.

The Association has no objection to an employee holding another job as long as he/she can effectively meet the performance standard for their position with the Association. Employees are to notify their supervisor of any outside employment. The supervisor is to contact Human Resources to discuss such other employment to determine if any conflict of interest exists. The Association will hold all employees to

the same standards of performance / scheduling demands and will not make exceptions for employees holding outside jobs that do not create a potential or actual conflict of interest.

### **Public Issues**

Employees are encouraged to exercise their rights as citizens, including the right to express their personal convictions on social, economic, religious, or political issues. However, employees must refrain from giving the impression, including the wearing of YMCA apparel, that the views expressed and positions taken by them are those of either the YMCA or other YMCA employees.

### **Problem Solving Guideline**

Occasionally problems arise in any workplace. To assist employees in resolving such issues, and to promote a good working environment for all, the Association has provided the following problem solving guideline:

1. **Talk to Your Supervisor.** In many cases, your immediate supervisor will be the best person to resolve problems that you experience or observe. Therefore, you are encouraged to tell your supervisor informally about any incidents of unfair, illegal or inappropriate conduct or conditions. In cases where your supervisor is not the best person to help you, you have other options.
2. **Talk to a Member of Management.** If your immediate supervisor does not resolve the issue to your satisfaction, or if you do not feel comfortable discussing it with your immediate supervisor, you should meet with the next level of management or you may contact Human Resources for their assistance.

Employees may raise concerns in good faith without fear of any retaliation. Please see the Open Door Policy for more details.

### **Code of Ethics**

The YMCA is firmly committed to complying with its legal and ethical obligations under all federal, state, and local laws. As a result, we expect all employees, at every level within the Association, to comply strictly with all legal and ethical obligations.

The YMCA holds all employees responsible for carrying out and monitoring compliance. With this commitment, if any employee becomes aware of any violation of a legal or ethical obligation, or any unfair or improper treatment of a participant, child, vendor, or another staff member, the employee can utilize the EthicsPoint reporting methods or report to their immediate supervisor or member of management regarding the illegal or unethical act.

Employees should feel free to report any information regarding this policy without fear of reprisal or retaliation of any kind. Employees can report information to Human Resources if they wish. The YMCA will treat such information as confidential to the extent it can do so without failing to fulfill its legal obligations. In addition, employees who do not wish to identify themselves can report the information anonymously through EthicsPoint.

EthicsPoint reporting can be completed by phone at 1-888-216-3191 or via the icon on their computer desktop or by logging onto the website at [www.ymcaoc.ethicspoint.com](http://www.ymcaoc.ethicspoint.com).

No employee will be penalized, formally or informally, for voicing a concern or complaint in good faith. If a situation occurs where employees believe that a violation of company policy or applicable law is occurring, they are encouraged to report the situation through any of the channels described above.

## **CLASSIFICATION OF EMPLOYEES**

### **Exempt Staff**

Employees classified as “exempt” according to the Fair Labor Standards Act (“FLSA”) and California law, do not receive overtime. Time-reporting for exempt employees is required for all illnesses, personal days, vacations and non-paid absences.

No deductions will be made to an exempt employee’s salary unless they are permitted by the regulations issued under FLSA and any applicable state laws.

Any employee who believes that an improper deduction or violation of the laws regulating salaries has occurred is encouraged to advise Human Resources or file a grievance as soon as possible. The matter will be promptly investigated and, if a mistake occurred, it will be corrected. Employees may file complaints without fear of any retaliation.

### **Non-Exempt Staff**

Hourly employees who are classified as “non-exempt” under the provisions of the FLSA and California law are required to keep detailed records of the time worked on a daily basis and are eligible for overtime pay, rest break, meal breaks pursuant to federal and state laws. Accurate recording is required for start of work, end of work, and start and end of meal breaks.

Employees will be required to work at least one (1) shift in forty-five (45) days. If employee is unavailable to work on two occasions or not worked in forty-five (45) days, the employee will be separated voluntarily and will need to reapply for employment. Employees who will be leaving for school or other reasons and will return for Winter/Spring/Summer break may go on “substitute status” providing they will return within forty-five (45) days.

Rest periods and meal breaks must be taken (as scheduled). If employees are prevented from taking their rest or meal breaks, they must inform Human Resources.

### **Regular Full-Time Staff**

An hourly employee scheduled to work thirty-five (35) or more hours per week on a regularly scheduled ongoing basis is considered regular full-time staff for purposes of the policies and procedures set forth in this handbook.

### **Regular Part-Time Staff**

An employee scheduled to work less than thirty-five (35) hours per week on a regularly scheduled basis is considered a regular part-time staff for purposes of the policies and procedures set forth in this handbook.

### **Temporary Status**

An employee hired for a specific and/or limited period of time for a short-term need (generally less than ninety (90) days), is considered temporary for purposes of the policies and procedures set forth in this handbook. A temporary employee may work on either a part-time or full-time schedule. Temporary staff are not eligible for employee benefits other than sick leave, holiday pay and mandated benefits such as workers’ compensation, unemployment and state disability. Temporary employees do not accrue vacation. If a temporary employee is reclassified as a regular part-time or full-time employee, the length of service for vacation and benefit purposes will begin on the effective date of the reclassification.

### **Seasonal Status**

Employees hired for a particular season when the demands of the business typically increase are considered seasonal. Seasonal employees hired for a particular season will be separated at the end of the season. Employees who do not work or are in inactive status for 12 months will be automatically terminated by Human Resources.

### **Re-Hire Status**

Employees who are rehired within 30 days of separation will be reinstated immediately and will not be required to complete any new hire paperwork or background screenings.

Employees who are rehired between 31 days and 1 year of separation will be required to complete a rehire packet as assigned by Human Resources. No Background screenings will be required.

Employees who are rehired more than 1 year after separation will be required to complete all new hire paperwork and background screenings.

## **PAY PRACTICES**

### **Hours of Work**

The workweek begins Sunday at 12:01 a.m. and ends on the following Saturday at midnight. The workday begins at 12:01 am and ends at midnight the following day.

Work schedules and hours for non-exempt employees are set by the employee's supervisor and approved by the department head or Executive Director.

Should a non-exempt employee be unable to report to work when expected to be on duty, the employee is to call his/her immediate supervisor as soon as possible, but no later than fifteen (15) minutes prior to their normal reporting time. Each department may have stricter guidelines, please see your supervisor for specifics. In the event that the immediate supervisor cannot be reached, the employee is to contact a member of management, unless otherwise instructed in writing, of an alternate procedure. Employees are expected to call before every scheduled shift when they will miss the shift or will be late, unless approval was given in advance. Failure to give proper notice of attendance issues may result in disciplinary action, up to and including termination.

### **Attendance**

Employees should regard coming to work on time, working their shift as scheduled, and leaving at the scheduled time as essential functions of their jobs, i.e., good attendance habits are an integral part of every employee's job description. Among other things, "good attendance" means the following:

- Arriving for work no later than the start of the shift;
- Being at his/her work station/site ready for work by the start of the shift;
- Returning promptly from meal periods and rest breaks;
- Remaining at work during his/her entire shift unless excused by a supervisor;
- Leaving work at the scheduled end of his/her shift, unless given advanced permission from a supervisor to work past that point;
- Calling in and personally notifying his/her supervisor or another member of management if he/she is going to be either absent or tardy, unless a verifiable emergency makes it impossible to do so.

If an employee is absent for three (3) or more consecutive shifts due to illness or injury, or multiple absences in a brief period of time, a physician's statement may be requested to verify the absence is supported by medical reasons (no diagnosis needed) and its beginning and expected ending dates. In the event an employee is absent three (3) calendar days or more for personal illness, he or she may be required to provide a physician's verification that he or she may safely return to work. Human Resources must also be

notified by the employee of any absence of three (3) or more consecutive days to determine if FMLA leave applies.

An employee who fails to call in and directly notify his/her supervisor of the reason for absence from work for three (3) scheduled work shifts will be considered to have voluntarily resigned and abandoned his/her position. Job abandonment will also occur when an employee fails to return to work or directly notify the supervisor of the reason for absence within three (3) scheduled work shift after the expiration of any approved leave of absence or suspension.

Employees should not automatically assume that absenteeism is permissible merely because they have sufficient sick pay benefits available to cover all or a portion of their time off. The employer may determine that absenteeism is excessive if, based on all the facts and circumstances, it is found disruptive to the employer, coworker or members. Each case must be evaluated based on the surrounding facts and circumstances. Absenteeism that is determined to be excessive may lead to disciplinary action, up to and including termination.

### **Overtime**

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime hours. When possible, advanced notification of these mandatory assignments will be provided. All overtime work must receive the supervisor's prior authorization.

Overtime compensation is paid to all non-exempt employees in accordance with federal and state wage and hour regulations. Overtime pay is calculated at one-and-a-half (1 ½) times rate of pay for any hours worked over eight (8) hours in one workday, more than forty (40) hours in a workweek, and the first eight (8) hours on the seventh consecutive day of work. Double time is paid for hours worked over twelve (12) hours in a day and all hours over eight (8) hours on the seventh consecutive day of work. Overtime pay is based on actual hours worked. Paid time off (vacation, sick, holiday) is not considered hours worked for purposes of performing overtime calculations. Compensatory time ("comp time") in lieu of overtime payment is strictly prohibited.

Failure to work scheduled overtime or overtime worked without prior authorization from the supervisor may result in disciplinary action, up to and including possible termination of employment.

### **Timekeeping Requirements**

Accurately recording time worked is the responsibility of every non-exempt employee. Time worked is all the time actually spent on the job performing assigned duties. Each non-exempt employee is required to record accurately the time they begin and end their workday, as well as the beginning and ending time of each meal period, and the beginning and ending time of any split shift or departure from work for personal reasons. For this purpose, every non-exempt employee is required to punch/swipe in and out on the YMCA time clock, including the beginning of the day, the beginning and end of meal periods, and the end of the workday. All non-exempt employees must record their work time exactly as that time is worked - without exception. If an employee forgets to punch/swipe in or makes an error on his/her time card, the employee's supervisor must make the correction and it must be initialed by both the employee and the supervisor. Any employee who fails to follow these timekeeping policies may be subject to disciplinary action, up to and including termination. If requested, it is the employee's responsibility to sign his or her time record to certify the accuracy of all time recorded. The supervisor will review and then approve the time clock reports.

Altering, falsifying or tampering with timekeeping records, recording on your time card hours not worked, working hours not recorded on your time card (i.e., working "off the clock"), having someone else record your time or recording another employee's time, and performing overtime work not specifically authorized in advance are all serious violations of YMCA policy which may result in disciplinary action, up to and including termination. If anyone encourages you to work "off the clock" or otherwise falsify your time record, you must notify Human Resources immediately.

### **Reporting Time**

When an employee is scheduled to report to work and does report, but is not needed to work or works less than the scheduled work day the employee must be paid: At least half the usual or scheduled workday, up to FOUR (4) hours, but no less than two (2) hours at the employees regular rate of pay. If an employee consents to work a predetermined, scheduled shift for less than two (2) hours per day, there is no reporting pay penalty.

No Penalty is owed when: Operations cannot commence or continue due to threats to employees or property, or when recommended by civil authorities. Public utilities fail to supply electricity, water, or gas, or there is an "Act of God" or other cause not within the employer's control.

Reporting time pay will not be provided in situations where an employee requests to leave prior to the end of their shift.

Altering, falsifying, or tampering with timekeeping records are all serious violations of YMCA policy which may result in disciplinary action, up to and including termination.

### **Meal Periods**

When you work a shift of more than five (5) hours, the YMCA provides you with at least a thirty (30) minute, off-duty unpaid meal period, unless you work no more than six (6) hours in a day and you and the YMCA agree to voluntarily waive the meal period. You should begin your meal period by no later than the end of your fifth hour of work. Unless you voluntarily decline the opportunity to take your meal period, you are relieved of all of your work duties during your meal period, and you are free to use your meal period time for whatever purpose you desire.

When you work a shift of more than ten (10) hours, the YMCA provides you with a second thirty (30) minute off-duty, unpaid meal period. However, if you work more than ten (10) hours in a day, but not more than twelve (12) hours, then you and the YMCA can agree to waive your second meal period.

Each non-exempt employee is required to record accurately the time they begin and end each meal period. Non-exempt employees must not perform any work "off the clock" during meal periods.

### **Rest Breaks**

Employees are authorized and permitted to take one (1) 10-minute paid rest break for every four (4) hours worked or major portion thereof. Rest breaks should be taken as close to the middle of each four (4) hour work period as practicable. The YMCA encourages employees to take all authorized rest breaks each workday. If you work six (6) hours or fewer, then you are authorized and permitted to take one (1) paid rest break each day. If you work more than six (6) to ten (10) hours in a day, then you are authorized and permitted to take two (2) paid rest breaks each day. If you work more than ten (10) to fourteen (14) hours in a day, then you are authorized and permitted to take three (3) rest breaks. Employees working fewer than three-and-a-half (3 ½) hours in a day are not entitled to a rest break.

The YMCA will assume that you have been provided with your rest break(s) as set forth in this policy unless you immediately submit a **Rest Period Issue Notice** in Paycom advising us of an issue with a rest break. If you work during your rest break then you will be paid in accordance with applicable law. Employees, including supervisors who impede or discourage employees from taking rest breaks, will be subject to discipline for violating this policy. If you have any questions regarding this policy or rest break entitlements, please contact Human Resources immediately.

### **Lactation Accommodation**

Any employee who is breastfeeding her child will be provided break time each time the employee has need to express milk. The break time should be taken concurrently with other break periods already provided when possible. If this time does not run concurrently with normally scheduled rest periods, non-exempt employees will be provided whatever time is needed to express breast milk, but such time will be unpaid. The Company will also provide the employee with the use of a private room, other than a bathroom which

is shielded from view and free from intrusion, in close proximity to the employee's work area, for the employee to express milk in private. Employees are not required nor expected to use a restroom to express breast milk. Employees who work off-site or in other locations will be accommodated with a private area as necessary, and as required by applicable state law.

All employees who are lactating have a right to request lactation accommodation for as long as they are lactating. Employees should notify their immediate supervisor or Human Resources if they are requesting time to express breast milk under this policy. The request can be verbal or in writing. The Company will promptly respond to all requests for lactation accommodation. If an employee believes that her rights to appropriate lactation accommodation have been violated in any way, she is encouraged to bring the complaint to Human Resources or the President of the Company. Any employee who believes this law has been violated in any way may also file a complaint with the Labor Commissioner.

The Company does reserve the right to deny an employee's request for a lactation break if the additional break time will seriously disrupt operations.

### **Expense Reimbursement**

Employees will be reimbursed for approved, legitimate expenses incurred during the course of performing business for the Association. Expenses actually incurred must be uploaded in Paycom Employee Self-Service in accordance with current policy and procedure and submitted for approval and reimbursement on a monthly basis.

## **BENEFITS**

Benefits are reviewed annually, and the YMCA reserves the right to modify in any way or terminate any of its benefit plans at any time. The following benefit information is a summary only. If there is a discrepancy between information and the official policy, documents and/or contracts, then the official summary plan description documents will prevail.

### **Workers' Compensation**

Pursuant to California law, the Association maintains Workers' Compensation Insurance to provide compensation to an employee for illness or injury arising out of or in the course of employment. The Association provides this benefit at no expense to the employee. Any illness or injury that may be work related must be reported timely to the employee's supervisor. The supervisor will notify the Human Resources Department immediately, and arrange for a claim form to be issued to the employee within twenty-four (24) hours of the first report. The injured employee may be required to report to the nearest YMCA authorized medical facility for treatment.

### **Employee Memberships and Program Discounts**

Full-time active employees and their immediate families residing in the same household (spouse, child, parent, brother, sister, mother-in-law, father-in-law, grandparent, grandchildren, domestic partner) are allowed use of any YMCA facility upon request. All active employees are allowed individual use of any YMCA fitness facility at no charge. Enrollment may be limited for staff enrollment as membership and fee paid participants take precedence.

Please review the Discount Policy for details and requirements.

### **Employee Entertainment Discounts and Perks**

The Association provides employees with access to discounts for local amusement and theme parks and other entertainment activities. To access these discounts, please check out the YPerks app on the YMCA OC Connect site



### **Direct Deposit**

The Association offers to its employees the option of utilizing direct payroll deposit. By filing an Employee Pay Selection Form with the Payroll Office, an employee may have his/her paycheck electronically transferred directly to the financial institution of their choice each payday. The Employee Pay Selection Form also gives the employee the option to receive their pay on a Money Network Card. If no option is selected, the employee will automatically be issued a paper check.

### **Vacation**

Regular full-time employees accrue vacation time per pay period in alignment with their years of service, starting from the date of hire or date of classification as a regular full-time employee. Any time off for vacation must be approved in advance by the department head or Executive Director.

| <b><u>Service Time in Years</u></b> | <b><u>Accrual Rate per Hour</u></b> | <b><u>Average Accrual Rate per pay period</u></b> | <b><u>Accrual Rate per month</u></b> | <b><u>Accrual Rate per year</u></b> | <b><u>Maximum Accrual</u></b> |
|-------------------------------------|-------------------------------------|---|--------------------------------------|-------------------------------------|-------------------------------|
| 1 and 2                             | .05/ hour                           | 4.33 hours  | 8.66 hours                           | 104 hours                           | 200 hours                     |
| 3, 4, and 5                         | .069/ hour                          | 6.00 hours  | 12.00 hours                          | 144 hours                           | 216 hours                     |
| 6 and thereafter                    | .088/ hour                          | 7.67 hours  | 15.33 hours                          | 184 hours                           | 276 hours                     |

If an Association-recognized holiday occurs within an employee's vacation period, the holiday will be paid and vacation will not be used for that day.

It is the responsibility of the employee to schedule and secure prior approval of his/her immediate supervisor to use accrued vacation benefits. Although efforts are made to accommodate the employee's request to take vacation at a specified time, vacations are scheduled on a basis which will least interfere with the successful functioning of the Association.

A new hire or rehire, with a break in YMCA service of over one (1) year, receives no credit for prior service and accrues at the same rate as other new employees.

Once an employee has accumulated the maximum vacation benefit ("maximum accrual" as listed above), further vacation accrual will cease. If an employee later uses enough vacation benefits to fall below the maximum, the employee will start to accrue vacation again from that date forward until he or she reaches his or her vacation maximum. Accrued unused vacation is paid on separation of employment.

Unused accrued vacation can be cashed out per the Vacation Buy-Out Policy. Please refer to the Vacation Buy-Out Policy for details and requirements.

Vacation accrual will stop for the duration of any type of leave of absence and will begin accruing again upon return from leave.

### **Holidays**

The Association provides regular full-time employees with the following paid holidays in addition to floating holiday hours each year, subject to the guidelines described below. There is no waiting period to be eligible for the following paid holidays:

- New Year's Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- Floating Holiday Hours

Floating holiday hours are given to regular full-time employees only. It is the responsibility of the

employee to schedule and secure approval of his/her immediate supervisor prior to use. Floating holiday hours are not provided as additional vacation time and are provided to employees to use for holidays that are not listed above, including but not limited to an employee's birthday. Remaining floating holiday hours will be paid out at the time of separation.

Full time employees will receive eight (8) floating holiday hours on January 10<sup>th</sup> or their later date of hire/re-hire that year. The second eight (8) floating holiday hours will be received on July 10<sup>th</sup>.

Employees may accrue a maximum of eight (8) floating holiday hours. If an employee has less than eight (8) accrued floating holiday hours as of January 10<sup>th</sup> of the following year, the accrual will be increased to the eight 8-hour cap effective January 11<sup>th</sup>.

Employees who are re-hired in the same calendar year as their separation will not accrue any additional floating holiday hours until January 10<sup>th</sup> of the following calendar year.

If an employee is on an unpaid leave of absence as of the date the YMCA observes a holiday, they are not eligible for holiday pay. An employee must work on the workdays immediately before and after a holiday to receive holiday pay. The exception is a holiday occurring during or immediately adjacent to a pre-approved vacation period; this will be treated as a holiday and not charged as vacation time. In case of illness, the employee is to provide verification in writing from the attending physician, subject to management's discretion for acceptability, to be eligible for holiday pay.

If a recognized holiday occurs on Saturday, it is usually observed on the preceding Friday. A recognized holiday occurring on Sunday is usually observed on the following Monday.

If the office or facility is closed on a holiday that is not recognized above, the employee will be required to use vacation time.

### **Sick Pay**

All employees who work thirty (30) or more days in California within twelve (12) months of their first day of employment are eligible for paid sick time, whether full-time, part-time, seasonal, substitute, or temporary. Eligible employees begin accruing paid sick leave from their first hour worked in California. Employees can use paid sick leave after ninety (90) days of employment.

Employees may use sick leave for diagnosis, care or treatment of existing health conditions or for preventative care for the employee or for covered family members. Employees who are victims of domestic violence, sexual assault, or stalking may use paid sick leave for judicial assistance, medical attention, shelter or crisis center services, counseling, safety planning and temporary or permanent relocation.

Covered family members include children (regardless of age or dependency status), spouse, domestic partner or child of a domestic partner, grandparents or grandchildren, siblings, or parents (includes the parents of a spouse or domestic partner). Parent-child relationships are defined and include biological, adopted, foster, step, legal ward relationships, or loco parentis relationships (standing in the relationship of a parent to a child regardless of legal status). Use of sick leave benefits must be for a covered purpose.

Employees must give as much prior notice as reasonably possible of the need to be absent whenever foreseeable. If the need for a paid sick leave is not foreseeable, notice should be given as soon as practicable. Employees are required to advise their supervisor directly when they will not be at work because of an illness or injury. A representative of the employee may call and speak directly with the supervisor in cases where the employee is unable to do so.

Supervisors cannot require employees to find a replacement worker on the days the employee uses paid sick days.

YMCA reserves the right to require a doctor's note or other appropriate verification that the paid sick leave was taken for a covered purpose. If an employee is absent longer than three (3) consecutive days due to illness, medical verification (without any diagnosis or other medical information; or in the case of domestic violence/stalking/assault, other types of appropriate verification) of the covered reason for use of paid sick leave and a medical certification of fitness to return to work satisfactory to the Association may be required.

No sick pay benefits will be advanced prior to the date they are earned by annual grant or accrual.

Sick accrual will stop for the duration of any type of leave of absence and will begin accruing again upon return from leave.

Paid sick leave must be taken in increments of no less than two (2) hours at one time unless the employee's regular work day is less than two (2) hours, then the employee can take paid sick leave in increments as small as their work day. Paid sick leave can only be used for hours that are scheduled.

Unused sick pay balances will be restored to employees separated and rehired within one year. If the employee worked more than ninety (90) days before separating, the restored sick leave is immediately available to use. If an employee separated before ninety (90) days of employment is rehired in less than a year, he or she must work for the remaining balance of the ninety (90) day minimum before using sick leave. A new hire or rehire, with a break in YMCA service of over one (1) year, receives no credit for prior service.

Unused sick time will not be cashed out at any time, nor will any hours be paid at termination of employment.

#### **Full-Time Employees**

Full-time employees will earn sick pay benefits based on the following schedule:

| <b>Employee Description</b> | <b>Sick Pay Annual Grant Per Year</b> |
|-----------------------------|---------------------------------------|
| Full-Time                   | 5 days/40 hours                       |

New hire, or rehire, full-time employees hired January 1<sup>st</sup> through June 30<sup>th</sup> will receive a grant of five (5) days/forty (40) hours of sick leave upon hire. Employees hired July 1<sup>st</sup> through December 31<sup>st</sup> will receive an annual grant of three (3) days/twenty-four (24) hours of sick leave upon hire.

Unused sick pay is not carried forward to the next year. On January 1<sup>st</sup> of each year all current full-time employees will receive an annual grant of five (5) days/forty (40) hours of sick pay per year, each year. Maximum use of sick time within the year is forty (40) hours/five (5) days.

#### **Part-Time, Seasonal, Substitute, and Temporary Employees**

Part-time, seasonal, substitute, and temporary employees will earn and accrue sick pay benefits based on the following schedule:

| <b>Employee Description</b> | <b>Accrual Rate per Hours Worked</b> | <b>Maximum Cap</b> | <b>Maximum Paid Sick Time Which Can Be Used in a Year</b> |
|-----------------------------|--------------------------------------|--------------------|---|
| Part-Time                   | 1 hour per 30 hours worked           | 6 days/48 hours    | 3 days/24 hours   |

Sick leave starts to accrue on the first day of employment and can be used after ninety (90) days of employment. If accrued paid sick leave reaches the forty-eight (48) hour maximum, then accrual stops until the employee uses some paid sick leave and their accrual drops below the maximum. Maximum use of sick time within the year is twenty-four (24) hours/three (3) days.

Unused sick pay is carried forward to the next year but cannot exceed the capped maximum.

In the event of a change in employment status employees going from a full-time status to any other status will have their paid sick hours converted per the part-time sick pay policy. Similarly, employees moving into a full-time status will have their paid sick hours converted per the full-time sick pay policy.

### **Health Insurance**

The Association offers a flexible benefits program for eligible employees who have met the enrollment criteria. Dependent and registered domestic partner coverage is available for eligible employees. All Association benefits are outlined in the Employee Benefits Guide available from Human Resources.

Employees are eligible the first of the month following thirty (30) days of continuous service from their date of hire, the first day of the following plan year, or the first of the month following the one year anniversary provided the enrollment criteria has been met.

### **Change in Life Event**

If an employee experiences a life event, the employee may be eligible to make limited benefit changes during the plan year without waiting for open enrollment. The change in elections being made must be consistent with the life event. Life events include:

- Change of domestic partnership or marital status, including marriage, death of spouse, legal separation, or annulment;
- Birth or adoption of a child;
- Gain or loss of coverage by spouse/domestic partner, or dependent;
- Termination or commencement of employment by the employee, spouse/domestic partner, or dependent;
- Increase or decrease in hours of employment by the employee, spouse/domestic partner, or dependent, including change in status between part-time and full-time, strike or lockout, or commencement or return from unpaid leave of absence;
- An event causing a dependent to satisfy or cease to satisfy the requirements for coverage due to attainment of age or any similar circumstance as provided in the health plan in which the employee participates;
- Death of a spouse/domestic partner, or dependent.

The employee should notify the Human Resources, Benefits Administrator within **thirty-one (31) days from the date of the change in life event**. When adding a dependent, the employee will be required to show proof of dependent's eligibility.

If the employee does **not** notify the Benefits Administrator within thirty-one (31) days, **the employee must wait until the next annual Open Enrollment period** to make the desired benefit change; elections made during Open Enrollment take effect the following plan year.

In accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA) regulations, upon a “qualifying event” which includes termination, resignation, death of employee, or reduction in employee’s hours, employees and their covered dependents will be given the opportunity to continue the same insurance coverage as when employed, at their own expense. The cost of the insurance is to be what is charged to the Association plus a two percent (2%) administrative fee.

Details regarding enrollment, eligibility, coverage, and benefits are outlined in the summary plan descriptions and included in the Employee Benefits Guide. Premium rates are available from Human Resources. In the event of any difference between plan documents and this Handbook, the plan documents control.

### **Retirement Program**

The YMCA automatically contributes eleven percent (11%) of an employee’s compensation to the YMCA Retirement Fund upon eligibility. Participants are fully vested upon enrollment. All employees are eligible and enrolled in the YMCA Retirement Fund on the 1<sup>st</sup> of the month after they have satisfied the following three requirements:

1. Two (2) years of employment; and
2. Completion of one thousand (1,000) hours of employment in any two (2) anniversary years; and
3. Having reached a minimum age of twenty-one (21) years.

In addition, rehires are given credit for their earlier employment and are re-enrolled on an accelerated basis, if less than a six (6) year gap in employment, otherwise such employees are subject to eligibility requirements as a new employee.

A 403(b) tax deferred annuity program is available to employees upon hire. All 403(b) contributions are the responsibility of the employee. The plan details can be found in the Employee Benefits Guide, by contacting Human Resources, or by visiting [www.yretirement.org](http://www.yretirement.org), for more information.

### **Employee Assistance Program**

The YMCA offers all employees and their immediate family members a confidential guidance and counseling service through the Employee Assistance Plan (EAP). EAP offers support to employees in coping with both personal and workplace matters, including, but not limited to:

- Mental health: stress, grief, depression
- Child care, senior care and pet care
- Parenting guidance
- Work life balance
- Financial or legal consultations
- Substance abuse, gambling and other addictive behavior

All assistance and referral is private, known only to the EAP professional and employee, and offered at no cost to the employee. Three face-to-face sessions with a counselor are available, if required.

Confidential consultations and referrals are accessible twenty-four (24) hours a day, seven (7) days a week, through the EAP toll-free number: (877) 660-3806, or visit [www.liveandworkwell.com](http://www.liveandworkwell.com)

## **LEAVES OF ABSENCE**

### **Family and Medical Leave Act/California Family Rights Act (FMLA and CFRA)**

Pursuant to the Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"), eligible employees may take an unpaid family or medical leave of absence of up to twelve (12) weeks in a twelve (12) month period. An eligible employee also may take up to twenty-six (26) weeks of unpaid leave in a single twelve (12) month period to care for an injured service member, as described below. The twelve (12) month period is a rolling period measured backward from the date an employee uses any FMLA and/or CFRA Leave.

All leave that qualifies as leave under the FMLA or the CFRA, including leave covered by state disability or workers' compensation, will be designated and counted against an employee's available leave under the FMLA or CFRA, to the full extent permitted by law. In most cases, but not always, as explained below, FMLA and CFRA run concurrently.

### **Eligibility Requirements for FMLA and CFRA**

To be eligible for FMLA leave, an employee must: (i) have worked for the YMCA for at least twelve (12) months, (ii) have worked at least 1,250 hours in the last twelve (12) months, and (iii) work at a location with at least fifty (50) employees within seventy-five (75) miles of an employee's worksite. Hours worked means actual hours of work and does not include paid time off.

For employees in locations not eligible for leave under the FMLA because they work at locations with less than fifty (50) employees within seventy-five (75) miles of their worksites, the employee may still be eligible for CFRA leave. To be eligible for CFRA leave, an employee must: (i) have worked for the YMCA for at least twelve (12) months, and (ii) have worked at least 1,250 hours in the last twelve (12) months.

### **Qualifying Reasons for Leave under FMLA and CFRA**

If eligible, an employee may take FMLA and/or CFRA for any of the following reasons:

- (1) The birth of their child;
- (2) The placement of a child with them for adoption or foster care;
- (3) To care for their spouse (includes same sex spouse), child (regardless of age), parent, registered domestic partner, grandparents, grandchildren, parents-in-law, and siblings (CFRA only) with a serious health condition, meaning an injury, illness, impairment, or physical or mental condition that involves either in-patient care or continuing treatment, including, but not limited to treatment of substance abuse;
- (4) Because of an employee's own serious health condition which makes them unable to perform one or more of the essential functions of their job;
- (5) To care for a parent, child, spouse or next of kin (as defined by the law) (an employee must be the nearest blood relative to the individual) who is a member of the Armed Forces, including the National Guard or Reserves, and who is receiving treatment for or recovering from a serious illness or injury incurred in the line of active duty (covered by FMLA only) ("injured service member leave"); or
- (6) Because of any "qualifying exigency" arising out of the fact that an employee's parent, child, or spouse, domestic partner, or parent is on active military duty or has been notified of any federal impending call or order to active duty status in the Armed Forces (including the National Guard or Reserve) in support of a contingency operation as defined in the FMLA. "Active duty or call to active duty status" means duty under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation, which authorizes ordering to active duty retired members of the Regular Armed Forces, retired Reserve, Ready Reserve, Select Reserve, Individual Ready Reserve, or the National Guard.

An employee whose family member is on active duty or call to active duty status in support of a contingency operation as a member of the Regular Armed Forces is not eligible to take leave because of a qualifying exigency. Qualifying exigencies may include attending certain military events; arranging for alternative childcare, addressing certain financial and legal arrangements; attending certain counseling sessions; and attending post-deployment reintegration briefings.

**Leave Taken for the Birth, Adoption or Foster Care Placement of an Employee's Child, Completion and Minimum Duration**

Leave taken for the birth, adoption or foster care placement of an employee's child must be completed within a twelve (12) month period following the life event date of the birth, adoption or placement. In California, the basic minimum duration of a leave taken for the birth, adoption or foster care placement of an employee's child is two weeks, except on two occasions an employee may request such a leave of less than two weeks' duration.

**Additional Leave Available in Connection with Pregnancy Disability Leave**

Leave for an employee's pregnancy-related disability is covered under FMLA, but not CFRA, and will run concurrently with FMLA leave. Therefore, if an employee takes a family medical leave for her own pregnancy-related disability, she may be eligible for up to an additional twelve (12) weeks of leave under the CFRA for reasons other than pregnancy-related disability. The amount of any such available leave will be reduced by any other CFRA leave taken during the twelve (12) month period for reasons other than pregnancy-related disability.

**Additional Leave Available in Connection with a Qualifying Exigency**

Qualifying exigency leave is covered by the FMLA, but not by the CFRA. Therefore, if an eligible employee takes qualifying exigency leave, they may be eligible for up to an additional twelve (12) weeks of leave under the CFRA for reasons other than a qualifying exigency. The amount of any such available leave will be reduced by any CFRA leave taken during the twelve (12) month period for reasons other than a qualifying exigency.

**Additional Leave Available -- Injured Service Member Leave (includes spouse, parent, son or daughter; does not include in-laws)**

Up to twenty-six (26) weeks of leave may be taken under the FMLA during a single twelve (12) month period by an eligible employee who is the spouse, child, parent, or next of kin of a member of the Armed Forces, including a member of the National Guard or Reserves, to care for the service member who is: (i) undergoing medical treatment, recuperation, or therapy; (ii) in outpatient status; or (iii) otherwise on the temporary disabled retired list, for a serious illness or injury incurred in the line of duty. For purposes of this leave, "next of kin" means that an employee is the nearest blood relative of the service member as defined by FMLA; a "serious injury or illness" means an injury or illness incurred by the service member in the line of duty while on active duty in the Armed Forces that may render the service member medically unfit to perform the duties of their office, grade, rank, or rating.

If an employee takes injured service member leave, they may not take more than a combined total of twenty-six (26) weeks of FMLA leave in a twelve (12) month period, including any leave taken for other FMLA-covered reasons. No more than twelve (12) weeks of FMLA leave may be taken in a twelve (12) month period for reasons other than injured service member leave.

Injured service member leave taken to care for a next of kin (nearest blood relative of the service member) who is not an employee's parent or child is covered by the FMLA, but not by the CFRA. Therefore, if an employee takes injured service member leave to care for a next of kin who is not their parent or child, then they may be eligible for up to an additional twelve (12) weeks of leave in the 12-month period under the CFRA. The amount of any such available leave will be reduced by any CFRA leave taken during the twelve (12) month period.

If an employee is requesting qualifying exigency leave (includes spouse, domestic partner, son or daughter, or parent), they should provide as much notice as practicable. Deployment orders must be provided.

### **Notice of Leave**

If the need for leave (other than qualifying exigency leave) is foreseeable, an employee must provide at least thirty (30) days' notice of the need for leave to Human Resources. If the need for a leave is unexpected, an employee should provide as much notice as is practicable. If thirty (30) days' notice is not given for a leave that is foreseeable thirty (30) days in advance and there is no reasonable excuse for the delay, the YMCA may delay the leave until at least thirty (30) days after an employee provides notice.

If an employee is requesting qualifying exigency leave, they should provide as much notice as is practicable.

### **Medical Certification**

If a leave is requested because of an employee's or a covered family member's serious health condition or to care for an injured service member, then the employee and the relevant health care provider must supply appropriate medical certification supporting the need for leave. The medical certification must be provided to the YMCA prior to the commencement of the leave or within fifteen (15) days after it is requested, or as soon as reasonably possible under the circumstances. Failure to provide requested medical certification in a timely manner may result in delay or denial of leave.

Under certain circumstances, the YMCA, at its expense, may require a second and third medical examination of an employee requesting leave because of the employee's own serious health condition. The YMCA also may require medical recertification periodically during the leave. The YMCA also may ask for clarification of any medical certification submitted.

For qualifying exigency leave, certification is required. Certification forms for qualifying exigency leave are available from Human Resources, Benefits Administrator.

### **Reporting to Human Resources While On Leave**

During an FMLA or CFRA-covered leave, an employee may be required to contact Human Resources periodically to report on their status and intention to return to work.

### **Unpaid Leave**

Leave taken under FMLA and CFRA generally is unpaid leave. However, if leave is taken for an employee's own health condition, an injury or illness, but not limited to on-the-job injuries, impairment, physical or mental condition of the employee, or child, parent, or spouse of the employee, that involves either in-patient care or continuing treatment, including, but not limited to treatment of substance abuse, then any accrued sick leave and accrued vacation must be used during an otherwise unpaid FMLA and/or CFRA leave.

If an employee is a California employee and the leave is for their pregnancy-related disability, then they will not be required to use their accrued vacation, but they may do so at their option.

If leave is taken for a reason other than an employee's own serious health condition, then all but one (1) week of their accrued vacation must be used and they have the option of using up to one-half (1/2) of their annual sick leave accrual, if available, in accordance with the terms of the sick leave policy, during a leave taken to care for a family member or for an injured service member.

The substitution of paid leave for unpaid time does not extend the maximum available leave under FMLA and CFRA.

### **Receipt of Disability or Workers' Compensation Benefits During Leave**

In addition, an employee may be eligible for state disability or workers' compensation benefits during all or part of the leave period when the leave is requested due to their own serious health condition. If an employee is receiving state disability (SDI) or workers' compensation benefits during the leave, they will not be required to use vacation or sick leave during that time, but may elect to do so, although they generally may not receive more than an amount equal to 100% of their salary from a combination of paid time and disability or workers' compensation benefits.



The receipt of disability or workers' compensation benefits does not extend the maximum available leave under FMLA and CFRA.

#### **Receipt of Paid Family Leave Insurance Benefits During Leave**

If an employee is eligible for Paid Family Leave (PFL) insurance benefits through the State of California, they will be required to use up to two weeks of accrued vacation before they will be entitled to receive PFL benefits. The receipt of PFL benefits does not extend the maximum available leave under FMLA and CFRA. PFL is funded by an employee payroll deduction, according to law. PFL benefits are paid to an employee by the state.

#### **Group Health Benefits**

While on leave covered by the FMLA or CFRA, group health insurance coverage, if any, will continue under the same conditions as if the employee had worked continuously during the leave. An employee will be required to pay their share of the insurance premium, if any, during the FMLA/CFRA leave. If paid leave is substituted for unpaid FMLA/CFRA leave, the YMCA will deduct their portion of the premium as a regular payroll deduction. If the leave is unpaid, an employee must contact Human Resources to make arrangements for the payment of their portion of the premium, if any. If an employee's premium payment is more than thirty (30) days late, insurance coverage may be terminated for the remainder of their leave.

If an employee fails to return to work at the end of the FMLA/CFRA leave period, he or she may be required to reimburse the YMCA for its share of the group health premiums paid on their behalf during the leave, unless they cannot return to work because of a serious health condition or other circumstances beyond their control. If an employee exhausts FMLA or CFRA, but leave is extended, then he or she may elect to continue coverage at their sole expense for any extensions of leave YMCA grants.

#### **Intermittent and Reduced Schedule Leave**

FMLA and CFRA leave may be taken on an intermittent basis (in separate blocks of time due to a single covered health condition) or on a reduced leave schedule (reducing the usual number of hours an employee works per workday or workweek) for an employee's own serious health condition or to care for a covered family member's serious health condition if medically necessary.

Employees are required to make a reasonable effort to schedule medical treatment so as not to disrupt unduly the operations of the YMCA, subject to the approval of their health care provider, or the health care provider of their family member, as appropriate. Additionally, employees granted foreseeable intermittent or reduced schedule leave for planned medical treatment may be transferred temporarily to an alternative position at the same rate of pay in the YMCA's discretion.

Injured service member leave and qualifying exigency leave also may be taken intermittently or on a reduced schedule basis.

#### **Returning From Leave**

Generally, an employee will be reinstated following FMLA and CFRA to their same or comparable position if they return to work within the time allowed under FMLA and CFRA, subject to any applicable exceptions. However, an employee has no greater rights to reinstatement or to other benefits and conditions of employment than if the FMLA/CFRA leave had not been taken. In addition, any right to reinstatement terminates if an employee fails to return to work at the end of an approved leave, in accordance with applicable laws.

As a condition of returning to work following leave for an employee's own serious health condition, employees may be required to submit a health care provider's certification verifying their ability to return to work. If an employee fails to provide a health care provider's certification verifying their ability to return to work, then their return to work may be delayed until the certification is submitted.

### **Additional Information**

Please refer to Appendix A in the back of this Handbook for additional information regarding FMLA, CFRA and California Pregnancy Leave. Additional information is also available from the Human Resources Department, Benefits Administration.

### **Pregnancy Disability Leave**

Employees disabled due to pregnancy, childbirth or related medical conditions are eligible for unpaid leave of absence of up to four (4) months for the period of actual disability. When medically advisable, pregnancy disability leave may be taken intermittently or on a reduced work schedule. Multiple leaves for the same pregnancy will be combined for the purposes of calculating the four (4) months.

1. **Eligibility**

No minimum period of service required.

2. **Qualifying Event**

Disability due to pregnancy, childbirth, or related medical condition.

3. **Duration of Leave**

Eligible employees are allowed to take up to four (4) months of leave, or the working days in one-third (1/3) of a year (17 $\frac{1}{3}$  weeks for a full-time employee) depending on period(s) of actual disability.

4. **Use of Vacation and Sick Time**

Accrued sick time will be utilized during PDL. Accrued vacation may be used at the employee's discretion. The employee will not be paid for holidays while on unpaid leave. In addition, employees may be eligible for state disability benefits (SDI) during the leave, although you generally may not receive more than an amount equal to 100% of your salary from a combination of paid leave (sick or vacation) and state disability benefits. The substitution of paid time for unpaid leave does not extend the maximum duration of the leave.

5. **Accommodations and Transfer**

An employee who is affected by pregnancy or a related medical condition may be eligible for reasonable accommodation for conditions relating to pregnancy (such as more frequent breaks) upon request. An employee may be entitled to transfer to a less strenuous or hazardous position or job duties where such transfer is medically advisable because of pregnancy, childbirth or related medical condition and can be reasonably accommodated. A request for transfer or reasonable accommodation must be supported by written certification of a health care provider that such an accommodation or transfer is medically advisable.

6. **Benefits**

During an approved PDL the Association will maintain group health benefits. If the employee is out on an extended leave, the employee's share of the premium must be received by the first of each month.

7. **Notice**

If possible, employees should provide at least thirty (30) days' notice of the intention to take leave, or as much notice as practicable under the circumstances. A request for leave must be supported by a medical certificate from the employee's health care provider.

Generally, on return from an approved pregnancy disability leave that does not exceed the maximum time available, employees will be reinstated to the same position or a comparable position, subject to any exceptions. Employees have no greater rights to reinstatement or other benefits and conditions of employment than if they had not taken pregnancy disability leave. As a condition of returning from pregnancy disability leave, employees must provide a certificate that they are able to resume work. For more information on pregnancy disability leave, please see Appendix B in the back of this Handbook.

### **Medical Certifications for Medical Leaves**

Employees should make a written request for a leave of absence including the date the leave commences, the expected return to work date and/or the intermittent schedule, if applicable. Failure to timely submit a medical certification will result in denial of the leave and any time off will be deemed an unexcused absence. Copy of the written request and completed "Medical Certification" form must be sent to Human Resources.

During a leave of absence, an employee may be required to contact Human Resources periodically to report on their status and intention to return to work. If the employee's leave requires an extension, the employee may be required to provide additional medical certification of his/her inability to return to work.

Prior to returning to work, from a leave of absence, a doctor's certification stating that the employee is physically able to perform the essential functions of the position must be submitted to Human Resources, Benefit Administration.

Depending on the type of leave and length of leave, an employee who returns to work at the end of his/her leave of absence will be returned to his/her former position, if available, or will be offered the first available opening in a comparable position for which he/she is qualified.

All accruals will stop for the duration of any type of leave of absence and will begin accruing again upon return from leave.

Outside employment during the leave contrary to a medical certification or the stated need for leave may result in termination of employment. Additionally, the following will be deemed a voluntary resignation:

- Failure to promptly notify the Association of the ability to return to work;
- Failure to return to work upon the expiration of the leave; or
- Failure to provide a doctor's certification of ability to return to work.

### **Family Military Leave**

Eligible employees are entitled to take up to ten (10) days of unpaid Family Military Leave when their military spouse is on leave from deployment during a time of military conflict. To be eligible, an employee must work for the YMCA an average of at least twenty (20) hours per week, and be the spouse or registered domestic partner of a member of either:

1. United States Armed Forces who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States; or
2. National Guard or Reserves who has been deployed during a period of military conflict.

Employees wishing to take Family Military Leave must provide notice to the YMCA within two (2) business days of receiving official notice that the military spouse or registered domestic partner will be on leave from deployment. The employee also must provide documentation certifying that the time period of the military spouse's (or registered domestic partner's) leave from deployment matches the dates that the employee is requesting leave.

### **Leave of Absence for Emergency Service**

Employees who are considered emergency rescue personnel may be eligible for an unpaid leave of absence when needed to perform their duties. Emergency rescue personnel eligible for time off include:

- Voluntary firefighters
- Reserve peace officers
- Emergency rescue personnel
- Voluntary members of the Civil Air Patrol

An employee who is a volunteer firefighter will be granted leaves of absence not to exceed a total of fourteen (14) days in any calendar year for the purpose of engaging in fire or law enforcement training. Employees needing time off for such training should notify their supervisor as soon as possible so that arrangements to accommodate the leave of absence may be made.

Time off to serve or train as a volunteer firefighter is unpaid, however, employees may choose to use available vacation and/or floating holidays during this time off.

No action will be taken against any employee in any manner for requesting or taking any time off as provided for in this policy.

### **School Visitation Leave**

Because the YMCA recognizes the importance of the family obligations that many employees bear, employees will be granted up to forty (40) hours each year, not to exceed eight (8) hours per month, to visit a child's or grandchild's pre-school, nursery school, elementary or secondary school for parent conferences, special programs and similar activities. Employees may take off such additional time as may be necessary to attend their child's or grandchild's school in order to discuss their child's or grandchild's possible suspension or expulsion.

An employee who will be visiting a child's or grandchild's school, should alert their supervisor as soon as possible so that alternative arrangements can be made.

If both parents of a child are employed by YMCA, only one (1) parent may take time off to attend a particular school activity. The parent who first gives notice of a planned absence will have preference for time off.

Employees may use vacation time for such absences, otherwise, school visitation time will be unpaid. However, the salary of an exempt employee will not be reduced if he or she misses only a portion of a day for school related activities.

No action will be taken against any employee in any manner for requesting or taking any time off as provided for in this policy.

### **Domestic Violence and Sexual Assault Victims Leave**

An employee who is a victim of domestic violence or sexual assault may take time off in order to obtain judicial relief to help ensure the health, safety or welfare of the employee or his or her child.

Employees may also take time off for any of the following: (1) to seek medical attention for injuries caused by domestic violence or sexual assault; (ii) to obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence; (iii) to obtain psychological counseling related to an experience of domestic violence or sexual assault; or (iv) to participate in safety planning and take other actions to increase safety from future domestic violence or sexual assault.

Any employee needing time off due to domestic violence or sexual assault should notify their supervisor as soon as possible so that arrangements to accommodate the absence may be made. If advance notice is

not possible, employees must provide appropriate written certification of the reason for the absence upon return to work.

The YMCA will make reasonable efforts to maintain the confidentiality of any employee requesting time off due to domestic violence or sexual assault.

Time off on account of domestic violence or sexual assault is unpaid. However, employees may elect to use any available vacation time.

#### **Victim of Crime Leave**

An employee who is a victim of a felony, or whose spouse, registered domestic partner, child, stepchild, sibling, stepsibling, parent, or stepparent is a victim of a felony, may take time off in order to attend judicial proceedings relating to the crime.

If an employee needs such time off, he or she must give their supervisor a copy of the notice of the scheduled proceeding. If advance notice is not possible, employees must provide a copy of documentation relating to the judicial proceeding within a reasonable period of time after return to work.

Employees can use any available vacation or sick leave while attending judicial proceedings relating to a crime.

#### **Bone Marrow and Organ Donation Leave**

The YMCA will provide paid leaves of absence to employees for organ donation (up to 30 business days) and bone marrow donation (up to 5 business days) in a one year period. The one year period is measured from the date the employee's leave begins. This leave is in addition to any leave that is available under the federal Family and Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA). To be eligible for each leave, the employee must have been employed by the YMCA for at least ninety (90) days immediately preceding the commencement of the leave.

An eligible employee must provide written verification to the YMCA that he or she is an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow. Also, as a condition of an employee's initial receipt of the leave, the employee must take up to five (5) days of earned but unused vacation, sick or other paid time for bone marrow donation and up to two (2) weeks of earned but unused vacation, sick or other paid time for organ donation.

Upon conclusion of the leave, the employee will be restored to the same position held by the employee when the leave began or to an equivalent position, subject to any applicable exceptions.

No action will be taken against any employee in any manner for requesting or taking any time off as provided for in this policy.

#### **Voting Time**

If an employee does not have sufficient time outside of working hours to vote, he or she will be allowed to take up to two (2) hours off with pay for this purpose. Such time off should be taken at the beginning or end of working hours. To receive time off for voting, employees generally must advise their supervisor that they need time off at least two (2) days before election day, receive approval from their supervisor, and present a voter's receipt to their supervisor. No action will be taken against any employee in any manner for requesting or taking any time off as provided for in this policy.

#### **Alcohol and Drug Rehabilitation**

California law requires reasonable accommodation of employees who decide to enroll voluntarily in a drug or alcohol rehabilitation program. Leave will be unpaid except to the extent that state disability (SDI) or paid time off applies. FMLA/CFRA run concurrently if they apply. Intermittent time off to participate in the

program will be given unless it results in undue hardship. The YMCA will also make reasonable efforts to keep the fact of participation in rehabilitation confidential.

### **Literacy Assistance**

California law requires California employers to reasonably accommodate and assist any employee who requests YMCA assistance in enrolling in an adult literacy education program, so long as the requested accommodation does not cause undue hardship. Time off is unpaid unless paid time off is used. To the extent possible, the YMCA will protect the privacy of those employees who seek this type of assistance.

### **Personal Leave**

In the event leave is needed for a reason other than the reasons detailed in the preceding sections, an employee who has been continuously employed with the Association for at least one (1) year may request a personal leave of absence, without pay, for up to thirty (30) calendar days. Requests for leave of absence will be considered on the basis of the employee's length of service, performance, responsibility level, reason for the request, and the expected impact on the Association. All requests (including requests for exceptions to eligibility criteria) must be submitted in writing at least ten (10) days prior to the start date of the leave requested, and must be approved in writing by the department head or Executive Director **and** Human Resources.

The employee is responsible for the cost of his/her group health insurance premiums during a personal leave of absence. Failure to pay the premiums will result in termination of coverage on the last day of the month during which the leave begins, and the employee will be subject to a waiting period for reinstatement of benefits upon return to work.

Reinstatement to the same position is subject to business needs and not guaranteed. Failure of the employee to return from an approved leave will be considered job abandonment and employee will receive written notice of employment separation.

### **Bereavement Leave**

Full time regular employees are eligible for bereavement leave pay. In the event of the death of an immediate family member (spouse, child, parent, brother, sister, mother-in-law or father-in-law, grandparent, domestic partner), an employee may take up to three (3) days off with pay. This leave will be paid at the employee's usual base hourly rate of pay.

### **Jury Duty and Court Appearances**

An employee must notify his/her supervisor immediately upon receipt of a summons to jury duty or to appear in court to comply with a subpoena or to serve as a court witness.

Regular full-time employees may take up to ten (10) paid days off per calendar year for jury duty or eligible court appearances. Employees who are not eligible for paid time off for jury duty or court appearances, or employees who have exceeded their ten (10) day maximum, will not be paid for time lost due to jury duty or court appearances unless the payment is taken as vacation, or is otherwise required by law. If the employee is released from partial-day jury duty, he/she must immediately return to work.

### **Military Leave**

The Association provides military leaves of absence to all regular full-time and part-time employees in compliance with applicable state and federal laws.

The employee's request for military leave should be submitted promptly and accompanied by a copy of the employee's orders indicating the beginning and ending dates of the employee's duty period. Employees on a military leave of absence are guaranteed the right to re-employment and continued seniority upon completion of their military service, as provided by law.

Although military leave is taken on an unpaid basis, a full-time employee may request that accrued vacation be paid not to exceed the number of days missed from work during the period of absence.

## **EMPLOYEE CONDUCT**

### **Personal Appearance**

Dress, grooming, and personal cleanliness standards affect the business image of the YMCA and contribute to the effectiveness of employees. Employees are expected to present a clean, neat and tasteful appearance during business hours and when otherwise representing the YMCA. Employees should dress and groom themselves according to the requirements of the position and accepted social standards.

The Association dress code is for all employees to be business casual or in some cases in professional dress. Business casual does not constitute jeans or any denim. However, each department head/supervisor may be responsible for establishing a reasonable dress code appropriate to the job performed as long as the minimum is business casual. If the supervisor feels that an employee's personal appearance is inappropriate, the employee may be asked to leave the workplace until he/she is properly dressed or groomed. Consult your supervisor if you have questions as to what constitutes appropriate appearance. The YMCA will make reasonable accommodation for a person with a disability or religious practice.

### **Standards of Professional Conduct**

Employees shall demonstrate the highest ideals of respect, caring, honesty and responsibility toward all community participants and employees. While it is not possible to list all the forms of behavior that are considered unacceptable in the workplace, the following are examples of infractions of conduct that may result in disciplinary action, up to and including termination of employment, and is not meant as an exhaustive list:

1. Violation of any YMCA policies and procedures or federal or state laws; any deliberate action that is extreme in nature and is obviously detrimental to the operations of the YMCA.
2. Violation of security or safety rules or failure to observe safety rules or Association safety practices; failure to wear required safety equipment; tampering with YMCA equipment or safety equipment.
3. Actions which endanger the life or safety of the employee or another person, including failure to observe proper lifting/climbing, blood borne pathogens or other emergency or safety procedures.
4. Violation of the Drug-Free workplace policy, including being intoxicated or under the influence of controlled substance drugs or inhalants while at work or on the YMCA premises; use, possession or sale of controlled substance drugs in any quantity while on company premises except medications prescribed for the employee by a physician which do not impair work performance.
5. Unauthorized possession of dangerous or illegal firearms, knives, weapons or explosives on company property or while on duty.
6. Engaging in criminal conduct or acts of violence, or making threats of violence toward anyone on company premises or when representing the YMCA.
7. Horseplay, fighting or provoking a fight on company property or while on duty.
8. Insubordination, including failing or refusing to obey instructions; failing to follow company policies and procedures; refusal to help on an assignment or being rude to members, coworkers, or superiors.

9. Threatening, intimidating or coercing fellow employees, members, volunteers, or other individuals on or off the premises, at any time, for any purpose.
10. Engaging in an act of sabotage; negligence causing the destruction or damage of YMCA property, or the property of fellow employees, members, volunteers, or other individuals in any manner.
11. Theft (attempted or actual), knowledge of theft or dishonesty, including:
  - Taking or using YMCA property or money, or the property or money of fellow employees, members, volunteers, or other individuals without prior permission;
  - Unauthorized possession or removal of any YMCA property from its proper location or the YMCA premises, including but not limited to documents, membership information, manuals, employee information, equipment, or vehicles without prior permission from management;
  - Unauthorized use of YMCA equipment or property for personal reasons, including excessive use of YMCA phones for personal calls; excess mileage charges;
  - Improper use or misappropriation of company funds, credit cards, petty cash, office computers or using YMCA equipment for profit;
  - Allowing facility access and/or services to individuals that are not YMCA members;
  - Issuing unauthorized discounts, passes, or scholarships;
  - Clocking in or out in a manner that results in payment of wages for time not actually worked;
  - Falsifying or changing cash register tapes, invoices, etc. for personal gain or to cover errors.
12. Falsification, omission, or tampering with information including:
  - Dishonesty, lying, misrepresentation, or omission; making false statements;
  - Falsification, misrepresentation or omission on the employment application or other work records;
  - Dishonesty regarding sick or personal absence;
  - Falsifying reason for a leave of absence, or other data information requested by the YMCA;
  - Alteration of Association records or other YMCA documents;
  - Alteration of an employee's own time records, or punching or altering another employee's time record or causing another person's time record to be incorrect.
13. Breach of confidentiality of employee information, including health-related information, member records, financial information or other internal business information or documents.



YMCA  
Employee Handbook

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14. Gossip and/or spreading rumors; engaging in behavior designed to create discord and lack of harmony; interfering with another employee or volunteer on the job; restricting work output or encouraging others to do the same.
15. Illegal or immoral conduct while on duty, while on YMCA property, or such that it has on-the-job impacts, including indecency, gambling, or conducting a lottery on any YMCA property.
16. Exhibiting unprofessional behavior; using profane, impolite, or abusive language or gestures; indifference or rudeness towards a member, volunteer, or fellow employee; any disorderly/antagonistic conduct on YMCA premises.
17. Any act of harassment, sexual, racial or other; telling sexist, racial or other jokes in violation of the YMCA's equal employment opportunity or anti-harassment policies; making slurs.
18. Sleeping on the job, loitering or loafing, or engaging in non-work activities during working hours.
19. Excessive or inappropriate use of YMCA telephone(s) and or personal cell phones for personal calls; including calls or messages of a suggestive, sexual, or inappropriate nature.
20. Tobacco use of any kind in restricted areas.
21. Posting, removing, or altering notices on any bulletin board on YMCA property without permission of a supervisor.
22. Failure to immediately report damage or an accident involving YMCA equipment or vehicle.
23. Failure to maintain a neat and clean appearance in terms of the standards established by your supervisor; any departure from accepted conventional modes of dress or personal grooming; wearing improper or unsafe clothing.
24. Accepting or soliciting tips, gratuities, personal loans, or inappropriate personal information from members or employees; solicitation of members or employees for non-YMCA products or services without prior approval.
25. Any form of sexual contact/conduct, whether consensual or not, while on YMCA property or while representing the YMCA.
26. Use of the organization's name or logo(s) without prior authorization, which includes appearing in images wearing YMCA uniforms or apparel and using the organization's logo(s) online for non-work activity.
27. Refusal to cooperate in an investigation and/or search on company premises.
28. Contact with a program participant outside an approved YMCA function including, but not limited to, babysitting, activities, or trips.
29. Accessing, displaying, or possessing inappropriate information or pornography on the Association's property or equipment.
30. Any conduct or action, taken at any time or any place, likely to tarnish the image of the YMCA.

Employment is at the mutual consent of the employee and the YMCA, and either party may terminate that relationship at any time, with or without cause or notice.

### **Drug-Free Workplace**

The Association is committed to providing a drug-free workplace. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance or alcohol is prohibited on Association premises. Any violation of this policy will subject the employee to immediate termination of employment.

For purposes of this policy, a drug is considered an “illegal drug” if its use is prohibited or restricted by law and the employee improperly uses or possesses the drug, regardless of whether such conduct is an illegal act or whether the employee is criminally prosecuted for such conduct.

If the Association has reason to believe an employee has violated this policy, or is under the influence of alcohol or illegal drugs at work, the Association may require the individual to take a drug or alcohol test at the Association’s expense and may search his/her workplace for drugs, alcohol, and related paraphernalia.

The Association also complies with the Drug-Free Workplace Act, the California Drug-Free Workplace Act and the Department of Transportation Regulations.

All employees are subject to pre-employment, random and reasonable suspicion drug testing.

Employees may get help or access information on drug or alcohol problems through the Employee Assistance Program (“EAP”). For further information please refer to Human Resources.

### **Violence in the Workplace**

Threats of violence, bodily harm or intimidation will not be tolerated. In instances where threatening behavior occurs, the YMCA reserves the right to require an evaluation by a mental health professional to determine fitness for employment, or to make a mandatory referral to EAP. Any concerns should be reported immediately to a supervisor, Executive Director, or Human Resources. Threats or intimidation by individuals outside the organization made towards employees, members/participants, or clients, partners, affiliates should be reported immediately.

### **Smoke-Free Work Environment**

As required by law, YMCA work areas must remain smoke free. Employees and visitors are not permitted to smoke in YMCA facilities or work areas. Employees who wish to smoke must limit their smoking to break or meal periods in designated areas. For more information concerning available designated smoking areas, please contact your immediate supervisor.

### **Non-Solicitation**

Employees are prohibited from soliciting (personally or via electronic mail) for membership, pledges, subscriptions, the collection of money or for any other unauthorized purpose anywhere on YMCA property during work time, especially those of a partisan or political nature. “Work time” includes time spent in actual performance of job duties but does not include lunch periods or breaks. Employees not on work time may not solicit or distribute to employees who are on working time. Employees must not distribute materials/literature (hard copy or electronic) unrelated to company business during working time or in work areas. Distribution may occur in nonworking areas on nonworking time. Persons who are not employed by the YMCA may not solicit or distribute literature on YMCA premises at any time for any reason.

### **Confidentiality**

The protection of confidential business information is vital to the interests and the success of the YMCA. Employees who are exposed to confidential information may be required to sign a non-disclosure agreement as a condition of employment. Employees who improperly use or disclose confidential business information, whether signing a non-disclosure agreement or not, will be subject to disciplinary action up to and including termination of employment and legal action, even if they do not actually benefit from the disclosed information.

**Confidentiality – Information Technology Code of Conduct**

From time to time in the performance of an employee's responsibilities and duties they may become aware of or have access to certain confidential information. Such confidential information may consist of proprietary information, which may include formulas, processes, techniques, data or software, information concerning faculty, staff, student, donor, and/or vendor information, documents, data, software, technology, or other information, some or all of which may be confidential whether or not labeled or identified as "confidential", belonging and having value to the YMCA of OC or another entity or person under a contractual arrangement with the YMCA of OC. Other such confidential information may consist of information concerning a person, whether an employee or otherwise, whether from a personnel record or medical record or otherwise, and whether the confidentiality arises by reason of law, policy or civility.

In any event, disclosures of such confidential information to another would be a detriment to the respective interests of the YMCA of OC, the entity and the person. YMCA of OC employees will not disclose, allow or tolerate the disclosure of any confidential information to another except for the express purpose of and as necessary in the performance of the responsibilities and duties as a YMCA of OC employee and then only according to YMCA of OC guidelines and other written authorizations of the YMCA of OC and the owner or subject of the information. YMCA of OC employees will not carelessly, recklessly or willfully handle, manage or otherwise compromise the confidentiality of any confidential information. YMCA of OC employees will not use, allow or tolerate the use of any confidential information for the employee's own benefit or for the benefit of a third party. Upon the termination of the employee's employment with the YMCA of OC, and at all other times as may be directed by the YMCA of OC, employees **will return (not delete, destroy, tamper, damage) to the YMCA of OC all tangible, electronic or other forms of any confidential information in my possession or under the employee's control.**

YMCA of OC employees must understand that any act or failure to act contrary to the foregoing will be subject to civil remedies, criminal penalties and YMCA of OC disciplinary proceedings, which may include loss of employment. By signing this handbook acknowledgement agreement, YMCA of OC employees agree to the following to protect the confidential information that will be disclosed during employment with the YMCA of OC:

1. Employees will hold the confidential information received from the YMCA of OC in strict confidence and will exercise a reasonable degree of care to prevent disclosure to others.
2. Passwords for the YMCA of OC network and other operating systems will not be revealed to anyone in or outside the YMCA of OC. Passwords should be changed at three-month intervals with a unique six digit or greater password.
3. Network access will be solely for use in conducting YMCA of OC business
4. Software programs not registered and belonging to YMCA of OC will not be installed on any YMCA of OC computer or network without the express consent of YMCA of OC.
5. No software program owned by YMCA of OC will be removed or transferred for any reason from YMCA of OC property.
6. Any YMCA of OC electronic or telephonic system may be monitored when there is a legitimate business purpose. Employees should have no expectation of privacy in using YMCA of OC communication equipment.
7. Revocation of access is at the YMCA of OC discretion.

8. Employees will not disclose or divulge either directly or indirectly the confidential information to others unless first authorized to do so in writing by YMCA of OC management.
9. Employees will not reproduce the confidential information nor use this information commercially or for any purpose other than the performance of my duties for YMCA of OC.
10. Employees will, upon request or upon termination of the employment relationship with YMCA of OC, deliver to YMCA of OC any drawings, notes, documents, equipment, and materials received from YMCA of OC or originating from employment with YMCA of OC.
11. YMCA of OC reserves the right to take disciplinary action, up to and including termination, for violations of this agreement in addition to pursuing civil or criminal penalties.
12. This Agreement is made in consideration of employment with the YMCA of OC and is effective during and at all times after such employment.

### **Searches and Video Surveillance**

To promote the safety of Associates and visitors, as well as the security of its facilities, and to enforce Company policy prohibiting misconduct, the Company reserves the right to search employees and their personal property on Company premises when there is reason to believe that Company policy is being violated. Employees are expected to cooperate in the conduct of such searches.

To promote the safety of Associates and visitors, as well as the security of its facilities, and to enforce Company policy prohibiting misconduct, the Company engages in video surveillance of the workplace. Associates should be aware that a 24-hour security camera system (at some locations) records activities to increase protection of Associates and visitors and to enforce Company policy prohibiting misconduct. The Company may conduct video surveillance of any portion of its premises at any time, except for private areas of restrooms, locker rooms. Video cameras are positioned in appropriate places within and around buildings and used in order to help promote the safety and security of people and property.

### **Property**

No employee shall have any expectation of privacy with respect to the desks, work area, storage area, lockers, file cabinets, personal property brought onto the Association property (e.g. lunchbox, duffel bags, purse, briefcase, etc.) or vehicles, which are subject to this policy. The Association reserves the right at all times to conduct reasonable searches of any and all such property with or without prior notice and with or without the consent of the employee. Such searches may be conducted either during or after business hours and either in the presence or the absence of the employee. We will make a good faith effort to respect the privacy of any individual(s) involved.

Upon termination of employment, all YMCA property including, but not limited to equipment, computers/laptops, records, keys, credit card(s) and I.D. cards are to be returned to the YMCA.

Prior authorization must be obtained before any Association property may be removed from the premises. Employees are responsible for the Association's property that is removed from the premises.

The YMCA assumes no liability for personal property. Personal items on Association owned, leased, and/or rented premises or vehicles are the sole responsibility of the employee.

### **Cell Phone Usage**

While at work, employees are expected to exercise discretion in using personal cellular phone. Personal calls, text or use of social media sites during work hours, can interfere with employee productivity, safety and may be distracting to others, therefore employees are encouraged to make personal calls and texts during breaks and lunch periods. Staff who supervise children, members, or pools may not use personal cell phones until they have been relieved of all supervisory duties. The use of cameras on cell phones or otherwise, during work time is prohibited to protect the privacy of the employer, fellow employees and members/participants. Employees are prohibited from using their cell phones in any illegal, illicit or offensive manner. Staff are strictly prohibited from communicating directly with a program participant, 18 years or younger, in any program, for any reason via text, calls, emails, video chats, messaging platforms, or social media channels.

While driving, employees shall comply with all federal, state, and local laws and regulations regard the use of mobile technology devices.

### **Use of Electronic Systems**

The YMCA provides certain employees with access to and stewardship over Association owned property. The Association's telephones, software, computer, equipment, e-mail, Internet, voice mail and facsimile (fax) are provided for business purposes and are the property of the Association.

Whenever a business need arises, or to ensure compliance with this rule, the Association reserves the right to monitor and record employee activity on its telephone system, computers, network, VPN access, voicemail and e-mail system. The Association monitoring includes (without limitation), review of telephone extension detail reports, reading e-mail messages (sent or received), files stored or transmitted, and recording web sites accessed. System security features, including passwords and delete functions, do not neutralize the Association's ability to access messages or files. Employees should therefore understand that even when a document, file or message is deleted it may still be possible to retrieve.

Limited occasional personal use of such electronic media is acceptable, provided such use is reasonable, appropriate and complies with the IT policy. If there is a question as to whether the use of such electronic media is permissible, check with the Information Technology ("IT") department before engaging in such use. The use of the Association's voice mail, e-mail, fax, Internet usage, and computer for personal use does not alter the facts that the foregoing remain the Association's property, and that employees have no reasonable expectation of privacy with respect of such use.

All documents, files, media, registrations, web subscriptions and authorizations are property of the Association. Any attempt to access unauthorized files, data, or programs is unacceptable. No software will be installed or setup by users except with written permission by the Director of IT.

No changes, additions or deletions of any kind to the software or hardware of the computer system is to be made, unless instructed to do so by the IT department. If the computer system needs to be relocated, the employee must receive approval from IT.

Employees may not use e-mail, interoffice mail, or other Association communications to send any material which violates the Association's non-discrimination, anti-harassment or child abuse policy. For example, sexual, racial, or ethnic slurs/humor in e-mail is not acceptable and will not be tolerated. In addition, crude, vulgar, offensive, or pornographic material may not be received, sent, stored or accessed on any computer, e-mail or other Association property.

While assigned to work with youth, staff are not permitted to use electronic communication devices except during approved breaks, field trips, off-site programs and emergency situations.

Passwords are designed to maintain the confidentiality of the Association's business-related information and to give employees access to all or part of the Association's computer, electronic systems, facsimile,

and/or telephone systems as part of their work functions. Passwords are not designed to provide confidentiality of any personal messages or documents and will not be allowed for such purpose. Employees should not expect communication on company electronic systems to be private. Passwords are not to be shared.

### **Personal Websites, Blogs and Digital Channels**

Personal websites, Blogs and Social Media Channels (e.g. Facebook, Facebook groups, Twitter, Instagram, LinkedIn, Snapchat, etc.), as well as other uses of technology, have increased our exposure and risks to our reputation. For this reason, the YMCA has developed standards for behavior on digital channels.

Your voicemail message, your website, and your e-mail address are all accessible to the community at large. Therefore, they must be consistent with the YMCA's mission and philosophies.

If you choose to participate in any digital channels, please note the following standards:

1. Employees must uphold the YMCA's value of respect for the individual and avoid making defamatory statements about YMCA employees, members/participants, clients, partners, affiliates and others, including competitors.
2. Make it clear to the readers that the views expressed are yours alone and that they do not necessarily reflect the views of the YMCA. The company should not be held liable for any repercussions the employee's content may generate.
3. Do not disclose any information that is confidential or proprietary to the YMCA or to any third party that has disclosed information to the YMCA. Consult the YMCA's confidentiality policy for guidance about what constitutes confidential information.
4. Employees should promote the core values of caring, honesty, respect and responsibility in their speech and behavior at the YMCA, with the community and in any public forum, including the internet.
5. Never use the name or any identifying materials, including photos, of any child who is, or has been, a part of a YMCA program.
6. Staff are strictly prohibited from interacting or communicating with any program participant, 18 years or younger, in any program via text, calls, emails, video chats, messaging platforms, or social media channels.

Remember: protect the brand, protect yourself.

The YMCA does not mean to interfere with anyone's private life, but publicly observable communications, actions or words are not private. Employees need to use good judgment and discretion. If you want something to be private, do not expose it to public access. If you or your words are public, make sure they are not interfering with your role at the YMCA.

### **SEPARATION FROM EMPLOYMENT**

By definition, the term "separation" refers to any and all terminations of the relationship between an employee and the YMCA as the employer, regardless of the reason.

Upon separation, any petty cash, and/or expense accounts are to be reconciled. Keys, laptop computers, credit cards, and any other YMCA equipment or property must be returned to the employee's immediate supervisor. If, after three (3) months, the employee's personal property is still unclaimed then the YMCA will dispose of it.

The balance of accrued vacation will be paid on final check. Unused sick time will not be paid.

The Association may terminate any employee's employment with or without notice, with or without cause at any time.

**Job Abandonment**

An employee who fails to call in and directly notify his/her supervisor of the reason for absence from work for three (3) scheduled work shifts will be considered to have voluntarily resigned and abandoned his/her position. Job abandonment will also occur when an employee fails to return to work or directly notify the supervisor of the reason for absence within three (3) scheduled work shift after the expiration of any approved leave of absence or suspension.

**Reduction of Workforce**

The YMCA may find it necessary, due to changes in program budget allocation, relocation of operations, automation of work, reorganization, the end of seasonal or temporary work, or other reason, to implement a reduction in workforce. Those who were laid off do not have any right to be recalled nor should it be an expectation.

**ACKNOWLEDGEMENT OF RECEIPT**

**EMPLOYEE HANDBOOK**

I have received a copy of the YMCA Employee Handbook ("Handbook"). I understand and agree that it is my responsibility to read and familiarize myself with the guidelines, policies, and procedures contained in this handbook and that my employment is governed by the guidelines set forth in this handbook, any written revisions to this handbook, or any new written policies that are distributed or posted. I represent that I understand the guidelines, policies, and procedures contained in this handbook and that I have had the opportunity to discuss the contents and ramifications of this handbook with Human Resources. I further understand that failure on my part to follow the requirements set forth in this handbook may be grounds for disciplinary action up to and including termination of employment. This YMCA Employee Handbook replaces any previous manual and handbook, and to the extent inconsistent, any previous understanding, practice, policy, or representation concerning the subject matters addressed in this YMCA Employee Handbook. With the exception of the policy of employment at-will, the guidelines, benefits, and procedures outlined in this Employee Handbook may be changed or eliminated at any time, at the YMCA's sole discretion.

The YMCA reserves the right to change my hours, wages, and working conditions at any time. I understand that no director, manager, supervisor, or employee of the YMCA has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment other than at-will. Only the President/CEO of the YMCA has the authority to make any such agreement, and then only in writing.

I understand and agree that nothing in this handbook creates, or is intended to create, a promise or representation of continued employment and that employment by the YMCA is employment at-will; employment may be terminated at the will of either the YMCA or myself, with or without notice or cause. My signature below certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between the YMCA and me concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings and representations concerning the duration of my employment with the YMCA and/or the circumstances under which my employment may be terminated.

Employee Name (Print): \_\_\_\_\_

Date: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

THIS PAGE REMAINS IN THE HANDBOOK

A SIGNED COPY IS TO BE PLACED IN EMPLOYEE PERSONNEL FILE



# FIND YOUR GOOD @ THE Y!

YMCA OF ORANGE COUNTY | YMCA OF RIVERSIDE COUNTY |  
YMCA OF POMONA VALLEY | YMCA OF EAST SAN GABRIEL VALLEY

