

Personnel Policy and Employee Benefits Guide

For

Lock Haven Area YMCA

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Personnel Policy and Employee Benefits Guide

For

Lock Haven Area YMCA

This policy is not a contract, nor is any portion of it a contract. It and any portion thereof may be changed by the YMCA at any time. All employees shall be provided a copy of this document and indicate its receipt by signature.

Employment with the YMCA is employment at will. "Employment at will" means that employees may end their employment at any time for any reason; and that the employer (the YMCA) may terminate employees at any time for any reason, with or without cause.

ARTICLE I – PREAMBLE

The goal of the Lock Haven YMCA's Planning and Development is to consistently recruit, develop, motivate, reward and retain the most competent employees possible to aid in the achievement of its mission.

ARTICLE II – PURPOSE

This policy is designed to assist in consistent and objective personnel decisions in a manner that is equitable to employees and in accordance with the Lock Haven YMCA's objectives.

ARTICLE III – ADMINISTRATION

Section 1. Administration – The Board of Directors of the YMCA employs a Chief Executive Officer (CEO) to whom it delegates responsibility for the overall administration and interpretation of this adopted policy. The direct administration of this policy and supervision of staff are the ultimate responsibility of the CEO. However, these may also be delegated to others, where appropriate.

Section 2. Interpretation – All matters, pertaining to the interpretation of this policy, are referred to the CEO or to the CEO's designated representatives.

Section 3. Review – This policy will be reviewed on an annual basis or as necessary; but may be changed at any time upon approval of the YMCA's Board of Directors. It does not preempt or replace applicable laws. Effective November 21, 2011, this policy supersedes and replaces all previously existing YMCA policies, manuals, and handbooks.

Section 4. Equal Employment Opportunity – It is the policy of the YMCA to comply with all existing statutes, regarding Equal Opportunity, as they relate to all employees and applicants for employment. Accordingly, the YMCA is committed to the following policy on equal employment opportunity:

Lock Haven Area YMCA is an equal employment opportunity employer that does not discriminate on the basis of race, color, religion/creed, sex, disability, marital status, age, pregnancy, national origin, ancestry, possession of General Education Development Certificate as compared to high school diploma, veteran status, or any other characteristic protected by applicable federal, state, or local laws or ordinances. This commitment applies to, but is not limited to, decisions made with respect to hiring, placement, compensation, benefits, promotions, demotions, transfers, terminations, layoffs, return from layoffs,

administration of benefits, and all other terms and conditions of employment. Likewise, employees are responsible for respecting the rights of their co-workers, as we must all work together to ensure continued success.

Section 5. Americans with Disabilities Act – The YMCA’s policy and practice is to comply with the Americans with Disabilities Act and ensure employment opportunity for all qualified persons with disabilities.

The YMCA is committed to ensuring non-discrimination in all terms, conditions and privileges of employment. Reasonable accommodations will be available to all employees and applicants, including work site accessibility as long as the accommodation doesn’t cause undue hardship on the YMCA.

ARTICLE IV – COVERAGE

Section 1. Policy Coverage – All employees are covered by this policy.

Section 2. Definition of Employment Status – The YMCA uses the following classifications as a basis for its payroll system and for the purpose of describing and reviewing policies:

A. Employee Classifications

1. **Full-Time Employees** are those persons who are regularly scheduled on a continuous basis to work 40 Hours or more each week, and who are continuously employed for ten months or more during a calendar year. Such employees are eligible for benefits as provided by this policy.
2. **Part-Time Employees** are those persons who are regularly scheduled on a continuous basis to work less than 40 hours per week. They are not eligible for employee benefits except as specifically provided in this policy.
3. **Seasonal or Temporary Employees** are those persons whose assignment is short-term; usually not continuing beyond 3 months (i.e., summer camp counselor). They may or may not work more than 35 hours per week. Temporary employees are not eligible for employee benefits except as specifically provided in this policy.
4. **Casual On-Call Employees** are those persons who do not have regularly scheduled hours; but rather, work a flexible schedule, based upon availability and workload need. They are not eligible for employee benefits except as specifically provided in this policy.
5. **Government-Funded Projects/Programs.** The YMCA operates a variety of programs, which are contracted for a specific period of time. Persons employed by such programs will be considered YMCA employees and will be listed on the payroll and receive benefits relative to the provisions as provided for in the specific contract.

B. Fair Labor Standards Act (FLSA) Classification

1. **Exempt Employees** are those persons whose positions meet specific tests established by the FLSA and state law and who are exempt from overtime pay requirements.
2. **Non-Exempt Employees** are those persons whose positions do not meet FLSA exemption tests and who are paid a multiple of their regular rate of pay for overtime, as required by federal and state law.

ARTICLE V – YMCA OF THE USA CLASSIFICATION OF EMPLOYEES

The Association generally follows the YMCA of the USA’s system of recognition and classifications for professional employees. The following are criteria for each classification:

1. **Staff Associate** – All new entrants in full-time exempt administration, program or technical positions
2. **YMCA Director/CEO**
 - Certificate of completion of “YMCA Principles and Practices”
 - Certificate of completion of “YMCA Group Work Management Module”
 - Certificate of completion of “Volunteerism and YMCA Management Module
 - Supervisor’s letter of recommendation addressed to Leadership Development
3. **YMCA Professional Director**
 - Either all of the requirements for YMCA Director or a photocopy of a YMCA Director Certification
 - Certificates for nine additional days of Management Modules
 - Supervisor’s letter of recommendation addressed to Leadership Development
4. **YMCA Senior Director**
 - Either all of the requirements for YMCA Director or a photocopy of a YMCA Director Certification
 - Certificates for nine additional days of Management Modules
 - Proof of a four-year baccalaureate degree from an accredited college or university
 - Supervisor’s letter of recommendation addressed to Leadership Development

ARTICLE VI – EMPLOYMENT

Section 1. Employment Policy

- A. All employment practices shall be consistent with applicable laws and other such acts and regulations which control the employment relationship.
- B. Employment with the YMCA is not for any specific term; and may be terminated at any time for any reason by either the employee or the YMCA.

Section 2. Official Employer – All persons, covered by the provisions of this policy, are employees of the YMCA; and are subject to all policies, established from time-to-time by the Board of Directors.

Section 3. Qualifications – Employees shall be persons who are aware of and subscribe to the purpose and goals of the YMCA and possess the special knowledge, skills and ability required for their position.

Section 4. Employment Procedures – The Board of Directors employs the Chief Executive Officer (CEO), who in turn employs all other staff.

Section 5. Letter of Employment – All employees shall be furnished with a letter of employment, which includes the following: a position description and pertinent information, such as rate-of-pay, effective hiring date, and benefits summary.

Section 6. Moving Expenses – Expenses are negotiable and based upon the discretion of the Board of Directors. Any reimbursement will only be followed by six months of employment with the Association for moving his/her family and household furnishings. Limitations placed on packing, insurance and storage shall be made in writing with the new employee and the moving company before the move.

Section 7. Open Application – The YMCA will strive to provide the opportunity for promotion from within the organization, whenever possible. However, it also supports an open application process when job openings do occur.

Section 8. Records

- A. **Pre-Hire** – All Individuals seeking full-time employment will complete the appropriate application and consent form and must consent to a criminal records check. Persons invited to employment interviews will be reimbursed for related expenses upon second interview.
- B. **Post-Hire** – Employees must complete all appropriate forms and other records necessary to be placed on the payroll.
- C. **Recognition of Prior Service** – Persons who have been employed by another YMCA and transfer to the Lock Haven YMCA will be credited for those prior years of continuous YMCA service. For the purpose of recognition, retirement, vacation and sick leave, the original date of continuous YMCA employment will be honored. This will be agreed upon in the letter of understanding. Interruptions in continuous service due to layoffs, voluntary leave of absence or dismissal shall not be counted towards the accumulation of continuous service. Interruptions in continuous service due to termination with cause shall result in loss of all accumulated service if the YMCA rehires such an employee.

Section 9. Orientation and Initial Evaluation – An orientation will be provided for new employees within 7 days, following employment. All new or re-hired employees work on a probationary period basis for the first 90 calendar days after their date of hire. The purpose of such an initial probationary period is to provide an opportunity for both the YMCA and the new employee to assess their respective satisfaction and suitability to the job. During the period employees are eligible for all benefits required by law and provided for by this policy. The CEO may extend the probationary period, when conditions warrant.

Section 10. Voluntary Contributions – All employees are encouraged to support the Association's philanthropic interest, such as the United Way and the YMCA Annual Support Campaign.

ARTICLE VII – CONDITIONS ON THE JOB

Section 1. Hours of Work – Immediate supervisors are responsible for the preparation and supervision of the working schedule for all of their employees. Applicable laws and needs of the YMCA will govern such schedules.

Section 2. Payroll Records – Payroll and time records of all employees will be maintained to meet reporting requirements of applicable federal and state regulations and insurance underwriters. Both the employee and supervisor are held accountable for the accuracy of time records, which reflect the exact hours and days actually worked. Any discrepancy in payroll records will be reviewed by the CEO and appropriate action taken.

Section 3. Personal Expression on Public Issues

– Employees are free to exercise their full liberties as citizens; including their right to express their personal convictions on issues such as social, economic, religious and political subjects. However, they must refrain from giving any impression that their views and positions represent those of the YMCA.

Section 4. Hazardous Communications – A safe, healthy and environmentally sound workplace is accomplished through a variety of YMCA activities; including safety education, training on the use of certain equipment, job instruction, and the provision of an employee-wellness program. Please see Article IX. Section 3.E.2. Other Benefits.

Participation in the federally mandated Hazard Communications Awareness Program is required for all YMCA employees, selected volunteers and outside contractors in order to ensure that all are fully informed and aware of any chemical hazards in their workplace.

Section 5. Blood Borne Pathogens – The YMCA will comply with all OSHA requirements for the training of staff on Blood Borne Pathogens Standards. In doing so, it will make an exposure determination, prepare an exposure plan, train employees and make available the Hepatitis B vaccine when necessary, and take other action regarding labeling, waste disposal and follow-up in the event an employee is exposed to blood or other potentially infectious material.

Section 6. Smoke Free Workplace – Smoking is prohibited in YMCA facilities and on its property.

Section 7. Additional Courses/Certifications – Additional courses and/or certifications may be required.

Section 8. Harassment

- A. **Policy** – Harassment, including sexual harassment, is contrary to basic standards of conduct between individuals and is prohibited by the Equal Employment Opportunity Commission and state regulation. Any employee who engages in any of the acts of behavior defined below violates YMCA policy, and such misconduct will subject an employee to corrective action up to and including termination.

Employees who feel they have been discriminated against on the basis of sex, or harassed sexually or in any other manner including race, religion, national origin, age, disability, and/or any other protected unit, should immediately report such incidents, following the procedure described in Article VII, Section 11, without fear of reprisal. Confidentiality will be maintained to the extent permitted by the circumstances.

B. Definitions

1. **Harassment** – Verbal, physical or visual misconduct of a racial, ethnic or other type which, in the employee's opinion, impairs his or her ability to perform the job.
2. **Sexual Harassment** – Sexual harassment includes unwelcome sexual advances or visual, verbal or physical misconduct of a sexual nature. This definition encompasses many forms of offensive behavior, including gender-based harassment of a person of the same sex as the harasser, conduct of a sexual nature that creates an offensive intimidating or hostile work environment; and coerced sexual

conduct by a person in a position of authority in the work place. Examples of prohibited sexual harassment include, but are not limited to:

- Unwelcome sexual flirtation or advances.
- Offering employment, promotions or other benefits in exchange for sexual favors.
- Making or threatening reprisals for refusing sexual advances.
- Visual conduct such as leering, making sexual gestures; displaying sexually suggestive objects or pictures; cartoons or posters; suggestive or obscene letters, notes or invitations.
- Verbal conduct such as derogatory comments; epithets; slurs; sexual innuendo; sexual jokes; graphic verbal commentaries about the individual's body; sexually degrading words used to describe an individual.

Sexual or other forms of harassment of any employee by any YMCA employee, supervisor or manager will not be tolerated. Sexual harassment by a nonemployee (member, vendor or supplier, board member, etc.) is also prohibited.

- C. **Procedure** – Complaints of harassment of any type will be handled through the YMCA's "Grievances" Policy (Article VII/Section 11).

Section 9. Substance Abuse – The YMCA is committed to a drug-free workplace. Employees with identified substance abuse problems will be required to seek treatment and rehabilitation. Employees, suspected of possessing or distributing drugs, will be reported to the proper law enforcement authorities. Should an employee be in possession of any illegal controlled substance, that employee will be subject to disciplinary action, up to and including discharge.

Section 10. Employment of Relatives

- A. Relatives by blood, marriage or adoption may not be employed in a position within the same branch or unit; work directly for or supervise a relative; or occupy a position with the same line of authority within the organizations.
- B. Relatives of employees, as defined in the preceding paragraph, are not to be employed in any operating unit where a relative is a member of any board or committee thereof.
- C. Exempt from this policy are part-time or seasonal employees in positions of less than 90 days of employment. However, in such cases, even they are not to be supervised by a relative.

Section 11. Grievance Procedure – For the purpose of this policy, a grievance is a complaint or conflict over an alleged violation of any approved personnel policy, procedure or practice, or applicable law. Confidentiality will be maintained to the extent possible, but certain information may need to be disclosed in the course of conducting an adequate investigation.

- A. **Supervisor's Role** – To resolve complaints and problems, employees are to first seek assistance from their immediate supervisors; who should investigate the complaint thoroughly and promptly and strive to arrive at a prompt and equitable solution. All complaints and resolutions should be documented in writing and should become part of the employee's employment record.

- B. **Alternative Channels** – Occasionally an employee’s complaint involves his or her supervisor. Supervisors should realize that employees often do not feel free to express such concerns with them. Therefore, employees are encouraged to discuss complaints with the next higher level of management to avoid an awkward situation. As another alternative, employees may also discuss their complaints with the CEO at any time. The CEO will investigate the complaint thoroughly and promptly and strive to arrive at a prompt and equitable solution.
- C. **Appeals** – If an employee’s grievance is not settled satisfactorily with the immediate supervisor, the employee may appeal it to the next higher level of management. The YMCA expects supervisors to support this appeal process to help rectify any remaining dissatisfaction. Employees may appeal a grievance through the chain of command to the CEO. If there is further dissatisfaction, a written appeal may be made to the President of the Board of Directors. The Board of Directors, upon investigation, will render a final decision.
- D. If the behavior persists after remedial measures have been taken, the victim must inform management so that appropriate measures can be taken.
- E. The employer will not tolerate any form of retaliation against any individual for making a report of harassment or participating in any grievance investigation.

Section 12. Expense and Allowances – Expenses incurred, while on approved YMCA business, shall be reimbursed. Such expenses may include:

- A. Travel expenses, including fares, mileage, meals and lodging.
- B. Conferences and training events, including those related to travel, meals, lodging and registration fees.
- C. Membership dues and meals in a service club, APD or other professional society, or community organizations where such membership is deemed advantageous to the YMCA’s interest.
- D. The Board of Directors shall review, on an annual basis, any and all expenses and allowances. Said review, at the election of the Board of Directors, may occur more frequently.

CEO may approve up to \$250 in Expenses and Allowances. Board of Directors must approve Expenses and Allowances above \$250.

Section 13. Garnishment and Wage Assignment – The YMCA’s practice will be consistent with all applicable laws.

ARTICLE VIII – WAGE AND SALARY ADMINISTRATION

The YMCA maintains a Wage and Salary Administration Plan to provide that all employees are paid according to fair and uniform principles; in relation to their responsibility and value for the organization’s success. Within its capability to do so, the YMCA also pays its employees at a level, which compares favorably with salaries in other similar organizations.

ARTICLE IX – EMPLOYEE BENEFITS

Section 1. Benefits Philosophy – Employee benefits represent a significant part of any employee’s compensation package. They help provide security and protection against stresses which otherwise could disrupt the individual employee’s work and family life. The YMCA’s benefit program is focused to enhance the work environment. It is responsive to the increased recognition that employees have different needs, depending on their age, marital status and dependents. The YMCA’s benefits program complies with the supplements government-mandated laws and regulations.

Descriptive materials, related to benefits, are provided to employees during their initial orientation or whenever a change in coverage occurs. Benefits may be modified or terminated at the discretion of the YMCA.

Section 2. Eligibility for Benefits

- A. All full-time employees (exempt & non-exempt) will have available benefits explained at the time of hiring. Specific details of all benefits and effective dates are explained on the following pages.
- B. All full-time, continuous employees are eligible to enroll for benefits at the time of their employment. However, full participation may be subject to meeting the plan requirements of specific benefits coverage or by restriction, detailed in other parts of this policy. Subject to the amount of benefits offered to full-time employees of this YMCA, there will be interruptions of benefits for employees in the same classification who have transferred from another YMCA.
- C. For the purpose of determining benefits (when years of service are the basis for awarding the benefits) continuous full-time employment in any YMCA (local or national) is to be counted. Years of service are counted from the original date of full-time employment and continuously to accrue as long as that employment remains full-time and continuous. Benefit year in the Lock Haven Association runs from January 1st through December 31st of the preceding year.

Section 3. Categories of Benefits Protection

- A. **Legally Mandated Benefits** – The YMCA complies with all applicable laws, regarding employee benefits, such as:
 - a. **Social Security (FICA)** – All employees are required to participate jointly with the YMCA in the federal Social Security Program.
 - b. **Worker Compensation Program** – Employees are covered against hazards of occupational illness and accidents through compensation insurance in a manner and to the extent required by the state worker’s compensation laws.
 - c. **Unemployment Insurance (FUTA)** – The YMCA’s practice will be consistent with federal and state laws.
- B. **Provisions for Time not Worked**
 - 1. **Benefit Year** – The Benefit Year runs from January 1st through December 31st of the preceding year. There is no credit due to an employee in initial year of employment for vacation or personal/floating

holiday benefits. Paid vacations and personal/floating holiday benefits may not be accumulated; they must be used during the current calendar year.

2. **Holidays** – All full-time employees, regardless of length of employment, receive six (6) paid holidays per year. A schedule of holidays, observed by the YMCA, will be issued annually by the CEO or designate. If a full-time, non-exempt employee is required to work on a holiday, time-off within that same workweek will be arranged through mutual agreement with the employee and the YMCA.

Paid holidays which fall on a Saturday will be observed on the preceding Friday; paid holidays which fall on Sunday will be observed on the following Monday.

If a paid holiday falls during an employee's scheduled vacation, it will not be counted as vacation taken.

The following are holidays observed at the Lock Haven YMCA: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

In order to receive pay for the holiday, an employee must be present at work or on an approved vacation both the scheduled day before and after a regular holiday, unless excused by the CEO.

3. **Personal/Floating Holidays** - Full-time non-exempt employees, after a minimum of twelve consecutive months of full-time employment, receive four (4) paid personal/floating holidays per year. Full-time exempt employees receive four (4) paid personal/floating holidays per year. Personal/Floating Holidays are intended to be used to observe predictable days of personal significances. Employees are to schedule these each year and notify their supervisors as far in advance as possible.

Full-time non-exempt employees with between six to twelve consecutive months of full-time employment receive two (2) paid personal/floating holidays.

There will be no personal/floating holiday benefits until after six consecutive months of full-time employment.

Personal/floating holidays are not cumulative and must be taken within the current calendar year.

All personal/floating holidays may be taken as half or full days.

Upon resignation, termination, separation or retirement, the employee will receive prorated credit for only the personal holidays earned and not taken during the current calendar year.

4. **Vacations** – The YMCA believes it is beneficial to both the employee and the YMCA that paid vacations are taken annually. Vacations are to be scheduled with and approved by the employee's supervisor during those periods, which best suit the needs of the YMCA.

Vacation allowances are not cumulative. Any vacation earned by the end of a benefit year, must be taken within the next 12 months.

Vacation in the first year of employment does not begin accumulating until after six (6) months of employment and accumulates as indicated below.

For vacation-benefits purposes, a week is equal to 5 working days.

ALLOWANCE SCHEDULE

| Years of Service At End of Benefit Year | VACATIONS EARNED WITHIN FOLLOWING PERIOD | | |
|--|---|--|---|
| | Professional Director (Exempt) | Director/Staff Associate (Exempt) | Full-Time (Non- Exempt) |
| 6 months-1 Year | | <i>Based on 10hrs per month</i> | <i>Based on 6.67 hrs. per month</i> |
| 1-5 Years | 4 Weeks | 3 Weeks | 2 Weeks |
| 6-15 Years | 5 Weeks | 4 Weeks | 3 Weeks |
| 16+ Years | 5 Weeks | 4 Weeks | 4 Weeks |

Vacations are not cumulative and must be taken within the next 12 months following that earned in the preceding benefit year. Benefit year begins each January 1st and ends December 31st.

All vacation days may be taken as half or full days.

All vacations are to be taken during the benefit year (January 1st through December 31st). The CEO must approve exceptions.

Compensation is not granted in lieu of unused vacation, except in the following cases:

- at the time of transfer to another YMCA, or
- upon separation from YMCA employment. At which time, the CEO will decide whether employee is compensated for unused vacation or if the employee takes the vacation after receiving or providing notice of termination.

Inappropriate notice time will result in loss of all earned vacation time. Appropriate notice time is found under "Resignation" (Article X, Section 1 hereof).

Vacation requests should be submitted on a "Vacation Time Request" form and submitted to the CEO. The YMCA CEO will reply to an employee's vacation request within one week from receipt of said request. All requests are to be made in a timely and appropriate manner, and all vacation time used should be requested at least two (2) weeks in advance (if possible) of the anticipated leave of work.

Any change in the approved vacation schedule must be submitted in advance to the CEO.

Leave of absence or extended sick leave, beyond 30 days, terminates earning of vacation time. Upon resignation, termination, separation, or retirement from employment, the employee will receive only vacation earned from benefit year; e.g., a full-time non-exempt employee who terminates employment with the YMCA on August 31st, after 15 years of service, would be entitled to 3 weeks' vacation from preceding benefit year.

Vacations are interpreted as being primarily for the preparation, through rest, recuperation and recreation, for the work that lies ahead as well as recognition of services rendered.

5. **Sick Leave** (with pay) – Employees who are absent due to personal illness or accident, not related to a worker's compensation claim, will receive continuation of pay, based on accumulated sick leave at the time the incapacity begins.

Sick leave is accrued at the rate of 1 day of sick leave for each completed month worked, up to a maximum of 40 days.

No sick leave will be earned during the first 90 days of employment.

Upon an employee's separation from the YMCA, there will be no payment for accrued sick leave.

- a. Employees may use a combination of available paid sick days, personal days, or vacation days in order to be compensated for workdays not covered by disability insurance of any type. The CEO must approve this combination. When employee is covered by disability insurance, of any type, they will not be eligible for sick time, vacation time, or personal days outlined by YMCA policy
 - b. No payment for sick leave is granted during the first six months of employment; however, such leave is computed from the 91st day of employment. Upon termination from employment, an employee shall have no claim for pay in lieu of unused sick leave.
 - c. For employees, who qualify, time off for the following reasons can be charged against sick leave:
 - Any injury sustained on the job during the waiting period to the start of Worker's Compensation coverage.
 - Personal illness or disability.
 - For purpose of these guidelines, pregnancy is to be considered the same as any other non-occupational disability.
 - Sick leave allowance shall be recognized, provided the employee has given his/her supervisor prompt notification of his/her inability to report at the appointed time.
 - d. A physician's verification of illness is required for sick leave used in excess of three or more consecutive days and verification that the employee is fit to return to work is required. In case of disability, a physician's verification will be required; indicating the beginning date of disability and the date on which the employee was certified to be physically able to return to work. When the employee is physically able (as determined by a physician) to return to work, but does not wish to do so, that employee's services will be terminated and recorded as a resignation.
 - e. After the sick leave program is used, the association, at the discretion of the Board of Directors, may provide a disability program. Eligibility depends on carrier coverage description. Leave of absence or extended sick leave, beyond 30 days, terminates earnings of sick leave. The supervisor is responsible for recording on the payroll transmittal forms all absences occurring during the payroll period.
6. **Employee Wellness** – The Lock Haven YMCA encourages its employees to maintain a healthy lifestyle, which will assist in developing a more productive work force, and ensure more healthful lives (Article IX, Section C.E.2 hereof).
7. **Funeral/Personal Emergency Leave** – In the case of death or personal family emergency in the immediate family, three days emergency leave will be granted at the discretion of the CEO. If more time is needed, accumulated personal days, vacation days and/or sick days may be used. Immediate family includes: spouse, parents, parent- in-laws, children (natural, step, or adopted), grandparents and siblings. Leave must be taken in full days. No leave with pay will be granted during the first six months of employment.

8. **Jury Duty** – Full time employees, who are called for jury duty, will receive their pay during such time to service; and may also retain any fees, paid to them, for their duty. Documentation of jury duty must be presented to the YMCA in order to be paid.
9. **Military Service** – When an employee is called or recalled for active duty in the military, the YMCA will grant an official leave of absence without pay. Reemployment rights correspond to existing applicable laws.

Employees, who are completing their military tenure in the Armed Forces Reserves or National Guard, may use their vacation time for such training. Upon being informed of a military obligation, every effort should be made by employees to contact their supervisor immediately.

10. **Outside Consulting** – Subject to the approval of their supervisor, employees are permitted to provide consultant services to other YMCA's and/or kindred organizations with similar goals and objectives for up to 10 days per calendar year. Employee will not receive their YMCA salary while doing consulting work. Any type of outside employment or consulting will be discussed with the Executive Director for conflict of interest. The Association is considered the main employer. Employees shall not solicit, nor accept money, gifts, or anything else of value from vendors that presently do business with or may do future business with the Association.

C. Provisions for Income Supplement and Retirement

1. Retirement Savings

- a. **YMCA Participants in the YMCA Retirement Fund** – The YMCA participates in the YMCA Retirement Fund for the benefit of eligible participating employees and their families. The Retirement Fund is a defined contribution, money purchase, pension plan that provides retirement, disability and death benefits. A description of the eligibility rules and benefits is provided in the Fund's Summary Plan Description. Administrative information is provided in the Fund's Administrative Manual. The terms and conditions of the Plan are controlled by the Fund.
- b. **Participation by Employees is a condition of Employment** – Participation in the Plan is a condition of employment for eligible employees. Employees who complete two years of service, have attained age 21, and have worked 1,000 hours in each of two 12-month periods (2 Years), will be enrolled in the Plan. If an employee does not reach 1,000 hours in each year, the counting begins again in each following year, and as soon as the employee has worked 1,000 hours in each of any two years (do not need to be consecutive), the employee will be enrolled at the end of the second year in which 1,000 hours is worked.
- c. **YMCA Reserves Right to Amend Participation** – The YMCA reserves the right to amend its participation in the Retirement Fund at any time within the terms and conditions of the Plan description. The Fund may amend the Plan at any time; and may also be amended at any time to conform to applicable federal law.
- d. **Lock Haven YMCA Retirement Program** – The YMCA Retirement Program will be reviewed annually by Board of Directors for changes. Effective May 01, 2002, the Lock Haven YMCA has selected the regular 12% program where the Association will contribute 7% and the employee will contribute 5%.

Employee contributions are vested immediately; The Association's contributions are vested after five (5) years.

2. **Additional Retirement Savings** – Participants may make additional after-tax contributions or tax-deferred contributions by payroll deduction to the YMCA Retirement Fund to increase benefits at retirement.

- D. **Provisions for Health Insurance Coverage** – The YMCA will provide the option of a comprehensive hospitalization major medical insurance plan for full-time employees and their dependents. Specific coverage of insurance programs will be explained to the employee at the time of hiring. Cost, which will be shared between employees and employer, will be decided annually by the Board of Directors.

Presently, for the employee only, the employer share will be 80% of coverage and the employee share will be 20% of coverage. Effective February 1, 2012, the employer share will be 65% of coverage and the employee share will be 35% of coverage and effective February 1, 2013, the employer share will be 50% of coverage and the employee share will be 50% of coverage. Employee is responsible for the cost of the dependent coverage. The employee paid portion of the premium will be deducted from their paycheck.

This program is available to each eligible employee at the time of employment (upon becoming a full-time employee) and becomes effective the first of the month following 60 days after employment.

This plan offers an opportunity for the employee to secure protection for themselves, their spouse, and any dependent children as defined in the carrier's coverage description.

Employees who do not enroll at the time of employment may enroll at a later date, but may be subject to a waiting period.

Enrollment is based on the insurance company's guidelines. The employer reserves the right to research and identify the most suitable insurance company and insurance policy based on the fiscal needs of the organization. The insurance policy and premium are subject to change at any time.

Continuation of Health Coverage – Federal Law (COBRA) requires that employees and/or their families be offered the opportunity for a temporary extension of their existing health coverage (at group rate) in certain cases where it would otherwise terminate.

Eligible individuals are:

- Employees who lose coverage because of a reduction in the hours of their employment.
- Terminated employment (except for those terminated for gross misconduct)
- Coverage depends in certain circumstances as prescribed in the federal statutes.

Anyone, eligible for this extension of coverage, must request it in writing within 60 days from the date on which his or her existing coverage would end. They must also agree to pay the full premium cost of such coverage plus administrative fees. If a terminated employee does not choose continuation coverage, health insurance will end on the last day of employment.

Dental Insurance Coverage – The YMCA will provide the option of dental coverage for full-time employees. The YMCA will cover the full amount of the dental coverage for the employee only. Full time employees may opt to add their dependents to the dental plan at their own expense. The employee paid portion of the premium will be deducted from the employee's paycheck.

E. Other Benefits

1. **Association of Professional Directors (APD) Membership** – The YMCA will pay for the total annual membership dues for eligible employees if in the best interest of the Association.
2. **YMCA Membership and Program Fees** – The *Wellness Program* provides for free Individual or Family memberships and 20% reductions on most program fees for all employees who meet the guidelines listed below, and their immediate families, as well as for retired YMCA staff that live in the Y's service area.

Free Membership Guidelines for employees:

- Working a minimum of 10 hours per week. – Free Individual Membership for staff member
 - Working a minimum of 40 hours per week – Free Family Membership for staff and family
 - Employed a minimum of 3 consecutive months.
 - Must compensate YMCA for any extra type of membership privileges. Current members joining YMCA work force will have their membership fees frozen.
3. **YMCA Child Care Program Fees** – A 50% reduction of child care fees will be provided for all employees for their dependent children up to age 12. Employees must apply for STEP, if potentially qualified, before 50% reduction can be applied. STEP Co-pay cannot be more than 50% of program fees.

Section 4. Performance Appraisal – An appraisal shall be conducted annually for the purpose of evaluating a full-time employee's performance, assisting in the employee's continued growth and development, and to ensure that the YMCA's goals and objectives are being met through the employee's work effort. Such performance appraisals shall be conducted by the employee's immediate supervisor, documented in written form and reviewed with that full-time employee.

Section 5. Salary Increments – Individual salaries should be reviewed annually; and increments (if any) shall be granted solely on the basis of merit. Merit increases are determined by the performance appraisal. Of course, the Association's finances influence merit increases, but all employee salaries will be within the guidelines of Wage and Salary Administration Plan. This program is administered by the CEO, and approved by the Personnel/Executive Committee annually. This review takes place prior to March 1st, and increases shall take place within 30 days.

Section 6. Staff Development and Training – The YMCA recognizes that the quality of its work is directly related to the continuing career-growth and training opportunities for employees. Though it believes that professional development is the primary responsibility of the individual, the YMCA also recognizes its obligation to all employees to provide them with timely and effective training experiences, mutually-based upon the YMCA's goals and the employee's needs.

Section 7. Recognition

- A. **General** – A program that recognizes an employee's tenure, personal accomplishment, special contributions, and other applicable criteria will be provided by the YMCA.
- B. **Professional** – The YMCA supports the YMCA of the USA's Leadership Training Program (LTP) and its classification of professional employees:
 - **Staff Associate** – All new entrants in full-time exempt, administration, program or technical positions.

- **Director, Professional Director, Senior Director** – Full-time exempt personnel who have met the requirements for such status, as determined by the YMCA of the USA

ARTICLE X – Separations

For purposes of this policy the term “**separation**” refers to any and all terminations of the work relationship between the employee and employer (regardless of the reason for such termination). Separations are categorized as either voluntary or involuntary.

Employment with the **YMCA is employment at will**. “Employment at will” means that employees may end their employment at any time for any reason; and that the employer (the YMCA) may terminate employees at any time for any reason, with or without cause.

Section 1. Voluntary Separation

- A. **Resignation** – A decision, freely made by an employee, to terminate his/her working relationship with the YMCA. An exempt employee is expected to give a minimum of thirty (30) days written notice of resignation to the CEO. A non-exempt employee is expected to give a minimum of two weeks written notice of resignation to his/her supervisor. The CEO shall give sixty (60) day’s written notice.

All earned vacation time from the benefit year at the date of resignation will be paid/used. The CEO will decide to have employee take vacation time or be paid for it during resignation period.

Inappropriate notice time will result in loss of all earned vacation time.

- B. **Retirement** – Retirement is a voluntary choice of the employee.

Section 2. Involuntary Separation – Involuntary separation is the decision, made by the YMCA, to end the work relationship between the employee and the YMCA. Involuntary separations are to be classified as either a reduction in the work force or dismissal for cause.

- A. **Reduction in Work Force** – Involuntary separation may be imposed upon employees as a result of economic necessity, operational and/or programmatic changes, reorganization or any other reason, which requires a reduction in the present work force. When reduction is necessary, consideration of such factors, as seniority and performance within the affected unit, must be made to determine those employees to be laid off.

When the separation of an employee is required because of a reduction in work force in any one unit, every effort shall be made to transfer that employee to another comparable position with the Association. Should such a position not be available, the YMCA shall assist the employee in seeking placement within another YMCA or elsewhere within the community.

1. **Exempt Staff** – Exempt staff shall be given two weeks written notice. All earned vacation time shall be paid at time of termination. Pay may be given in lieu of notice.
2. **Non-Exempt Staff** – One week written notice shall be given Non-Exempt staff. All earned vacation time shall be paid at time of termination. Pay may be given in lieu of notice.
3. **Part-Time & Temporary Staff** – No notice is necessary for part-time and temporary staff. It is deemed beneficial to give written notice of one week’s time when applicable.

B. Dismissal for Cause

Any employee may be involuntarily separated at any time for cause. The CEO must approve all terminations for cause. In all cases of termination with cause, the employee shall be entitled to know the specific reason for the termination and have the opportunity for a fair investigation, as outlined under Grievance in Article VII, Section 11.

1. **Misconduct** – Dismissal may be imposed upon employees by the YMCA for their misconduct. Included, but not limited to: Inconsiderate or abusive treatment of others and malicious gossip; supplying false information to the YMCA; disregard of personal appearance and personal hygiene/indecency; loitering and loafing/neglect of duty; tardiness/excessive absence/failure to notify supervisor of absence from duty; gambling on premises; insubordination – including failure to follow established YMCA procedures and carry out assigned duties; striking a client or other staff member; possession of weapons on premises; theft or malicious mischief, willful destruction of property or misappropriation of YMCA property, supplies, or funds; reporting for work or working while intoxicated or under the influence of drugs; falsifying records; failure to follow established chain of command; incompetence; obtaining or conveying, without authority, confidential information; acceptance of gifts or gratuities.
2. **Unsatisfactory Performance** – Dismissal may be imposed by the YMCA upon employees for their failure or inability to meet job performance standards or expectations. Prior to such dismissal, an employee’s immediate supervisor must have made a reasonable and documented effort to resolve the performance deficiency; including provision of written notification about the deficiency and specific expectations for improvements to that employee. In the event that the involuntary separation involves the CEO, the Chief Volunteer Officer (CVO - Board President) must have established a similar review process in advance of such action.
3. Separation for dismissal for cause based on “Misconduct” of any employee requires no notice. Earned vacation, based on the length of employment, shall be paid for only the benefit year in accordance with the plan.

Should a satisfactory resolution be accomplished (after the proper notice and predetermined period for improvement), a separation date shall be established. CEO and/or CVO may contact and consult with the YMCA of the USA for guidance in cases of dismissal for cause.

- A. **Exempt Staff** – Exempt staff may not be terminated without prior approval of the CEO. One week written notice shall be given or pay given in lieu of notice. Earned vacation time, as stipulated in this policy, will be paid at time of termination.
- B. **Non-Exempt Staff** – Non-exempt staff may not be terminated without prior approval of the CEO. Prior notice to employee is not required. Earned vacation time will be paid at time of termination.
- C. **Part-Time and Temporary Staff** – Part-time and temporary staff may not be terminated without approval of the CEO. Prior notice to employee is not required.

Section 3. Progressive Discipline – In cases where discipline is required, but dismissal is determined to be unnecessary, progressive discipline should be utilized. Maintaining good discipline requires that the supervisor and employee share a clear understanding of:

- YMCA policies and procedures
- Employee's job description
- Job performance standards
- Rules of acceptable conduct and any other expectations that a supervisor may have of the employee

Proper discipline is to be constructive – not destructive. It should strive to build and reinforce a positive employee-employer relationship. In cases where an immediate supervisor finds it necessary to discipline an employee, the immediate supervisor shall use a consistent method of verbal and written communication with the employee that includes clearly and concisely defined violations and a plan for addressing such violations.

Article XI – Changes to the Personnel Manual

The CEO must approve any special circumstances that require a deviation from policies outlined in this manual. These changes would be approved because they are beneficial to the Association and should be made in consultation with the CVO.