FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

YMCA OF THE VIRGINIA PENINSULAS

Personnel Policy Manual

Mission

The mission of the YMCA of the Virginia Peninsulas is to put Christian principles into practice through programs that build healthy spirit, mind, and body for all.

YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE VIRGINIA PENINSULAS

PERSONNEL POLICY MANUAL

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YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE VIRGINIA PENINSULAS

PERSONNEL POLICY MANUAL

Revised March 2024

I. INTRODUCTION

A. The Personnel Policy Manual of the Young Men's Christian Association of the Virginia Peninsulas (hereafter "Association") is designed to broaden the developmental opportunities of all Association employees and provide a work climate in which all may have a satisfying experience in service to others. The Personnel Policy Manual of the Association shall be determined and revised, from time to time, only in writing, by the Board of Directors.

II. PURPOSE

A. The purpose of this Policy Manual is to interpret for all personnel of the Association the basis upon which this Association relates to its personnel. This Policy Manual should also serve as a device for helping all employees better understand not only their privileges but also their responsibilities as employees of this Association. The Policy Manual does not constitute an employment contract with any Association employee; all staff members are employed at-will. This means an employee may resign at any time, with reasonable notice. Likewise, the Association has the right to terminate your employment at any time, for any reason not prohibited by law, with or without cause.

III. EXECUTIVE DIRECTOR

A. The Peninsula YMCA Board of Directors employs the President and Chief Executive Officer (hereafter "CEO") to whom it delegates responsibility for the administration of personnel matters according to this Policy Manual. The direct administration of this Policy Manual and supervision of staff is the responsibility of the CEO. Responsibility and authority, however, may be delegated to others by the CEO where appropriate.

IV. CLASSIFICATION OF EMPLOYEES

A. Employees Covered by this Policy

All employees are covered by this Policy Manual.

1. "Full-time" as used herein is interpreted to mean thirty-seven (37) hours or more per week.
2. "Regular" is interpreted to mean employment for ten (10) months or more during the year.
3. "Part-time" is interpreted to mean employment for less than thirty (30) hours per week and may or may not be regularly scheduled.
4. "Part-time Plus" is interpreted to mean employment between 30-36 hours per week and may or may not be regularly scheduled.
5. "Specialized" positions are positions, such as I.T. Professionals, who work at least 30 hours per week.

B. Fair Labor Standards Act (F.L.S.A.) Classifications

The Association uses the following categories as a basis for its payroll system and for the purpose of describing and classifying employees.

Fair Labor Standards Act (F.L.S.A.) Classifications

1. Exempt Employees

   a) Employees classified by the Association as exempt are ineligible for overtime pay, pursuant to the Fair Labor Standards Act, a federal law, as well as applicable state laws. Exempt employees are paid on a salary or fee basis and perform job duties and responsibilities that meet one of the following classifications: professional, executive, administrative, outside sales, certain computer employees, or highly compensated employees.

   b) Generally, such employees are those occupying Director-level positions.

2. Non-Exempt Employees

   a) Non-exempt employees are paid on an hourly basis and are eligible for overtime pay.

      Non-exempt employees include most full-time and part-time staff, such as member services, office managers, and program staff.

   b) Non-exempt employees will be paid a training wage that will be equal to the Federal Minimum wage during orientation trainings and other center training events.

C. Contract Labor

1. Contracts with established fees and contract expenses can be established for services provided by persons who are not Association employees but are engaged as independent contractors (or third-party contractors) for specified services. These persons are not included on the Association payroll. Independent contractors must provide proof of liability insurance and workers' compensation insurance, if applicable.

D. Records

1. Adequate payroll and time records for all employees must be maintained to meet the reporting requirements of federal and state agencies and insurance underwriters.

V. EMPLOYMENT PRACTICES

A. Discrimination, Harassment, and Retaliation

The Association is committed to being an equal opportunity employer. The Association does not discriminate against individuals in employment on the basis of race, sex, pregnancy, childbirth or related medical conditions, sexual orientation, gender identity, genetic information, religion, color, national origin, age, marital status, military or veteran status, disability, protected activity, or any other legally protected status, nor does it tolerate any form of harassment in the

workplace against individuals on the basis of their race, sex, pregnancy, childbirth or related medical conditions, sexual orientation, gender identity, genetic information, religion, color, national origin, age, marital status, military or veteran status, disability, protected activity, or any other legally protected status. Protected activities include, for example, making a complaint of illegal discrimination or harassment. Discrimination based on race includes discrimination on the basis of traits historically associated with race, including hair texture, hair type, and protective hairstyles, such as braids, locks, and twists.

Harassment is a form of discrimination and can take many forms. Harassment includes conduct or behavior that is insulting or derogatory to an individual based on race, sex, pregnancy, childbirth or related medical conditions, sexual orientation, gender identity, religion, color, national origin, age, disability, genetic information, marital status, military or veteran status, protected activity, or any other legally protected status. By way of illustration, harassment can include racial, ethnic, sexual, or religious insults or jokes, unwelcome comments, or conduct or stereotyping on the basis of one of the above delineated protected classifications. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature.

Any unwelcome behavior constitutes harassment in violation of this policy when:

(1) submission to such conduct is made a term of condition of an individual's employment,

(2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or

(3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creates an intimidating, hostile, or offensive working environment.

This prohibition of discrimination and harassment applies to all terms and conditions of employment from the hiring stage through the cessation of employment. The Association requires all of its employees, as a condition of employment, to act in accordance with this policy of non-discrimination, non-harassment, and equal opportunity for all individuals regardless of their race, sex, pregnancy, childbirth or related medical conditions, sexual orientation, gender identity, genetic information, religion, color, national origin, age, marital status, military or veteran status, disability, protected activity, or any other legally protected status.

The Association will not tolerate retaliation, including any adverse employment action, harassment, or other form of retaliation, against an employee because that employee filed a complaint of discrimination or harassment, participated in a complaint-related investigation, or otherwise opposed discrimination or harassment. Please see the complaint procedure (in Section V. C.) for the procedures in handling or reporting any violations of this section.

B. Reasonable Accommodations

The Association is committed to providing reasonable accommodations to individuals with disabilities, i.e., individuals who are qualified to perform the essential functions of the particular position, but require reasonable accommodation. The Association is also committed to providing reasonable accommodations to employees for known limitations related to pregnancy, childbirth, or related medical conditions, including lactation. Any individual in need of an accommodation should contact his or her supervisor with the request. The Association will engage in an interactive process with the employee, and, if needed, a health care provider, to determine what, if any, reasonable accommodation is available.

Although an employee specific request will be considered, the Association reserves the right to determine ultimately whether an accommodation is to be provided and the accommodation, if any, to be provided. Requests for accommodations that seek to eliminate an essential job function, constitute an undue hardship, or constitute a direct threat to health and safety are not reasonable, and, thus, cannot be granted. Please see the complaint procedure (in Section V. C. below) for the procedures in handling or reporting any violations of this section.

C. Complaint Procedure

1. If anyone believes that he or she has been a victim of, or a witness to, any type of discrimination, harassment, or retaliation during the course of his or her employment, he or she must follow the reporting instructions set forth below.

   The employee must report the incident promptly to his or her immediate supervisor or, if such reporting is inappropriate, it should be reported to the Department Director, Center Director, or the SVP/Chief Human Resources Officer. Once reported, an Association representative or designated agent will investigate the complaint. The Association retains the discretion to determine the method and means of the investigation, but, in most cases, the investigation will involve meeting with the alleged victim, the alleged wrongdoer, and relevant witnesses. Although the Association must necessarily investigate the complaint and cannot assure complete confidentiality, the Association will maintain the confidentiality of the complaint to the extent possible. Once the investigation is complete, the Association will take any warranted remedial action the Association deems necessary to end the discrimination or harassment or to prevent an offense from being repeated. The Association will not tolerate any form of retaliation against employees who, in good faith, make a complaint of discrimination, assist in making such a complaint, or cooperate in an investigation of such complaint.

D. Ethics Point

The Association partners with EthicsPoint to offer staff a third-party confidential reporting and case management system with a simple risk-free way to

anonymously, confidentially report any violations of the Association's policies and procedures or activities that might involve criminal conduct.

EthicsPoint allows us to ensure a safe, secure, and ethical workplace and keeps the Y's values and commitments at the forefront. It encourages employees first to discuss ethical dilemmas or communicate a concern directly with their supervisor. An employee may report anonymously or give their name. If the concern involves a matter an employee is not comfortable addressing directly, they may report it directly to EthicsPoint.

E. Whistleblower Policy

Introduction

The YMCA of the Virginia Peninsulas Ethics Policy requires Members of the Board of Directors ("Directors"), Volunteers, and Employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. Employees and representatives of the YMCA must practice honesty and integrity in fulfilling their responsibilities and comply with all applicable laws and regulations.

The YMCA is committed to complying with all federal and state laws governing its operations and to creating a work environment conducive to such compliance for its employees. In accordance with this commitment, the YMCA has adopted this Whistleblower Policy.

Reporting Responsibility

Each Director, Volunteer, and Employee of the YMCA has an obligation to report in accordance with this Whistleblower Policy (a) questionable or improper accounting or auditing matters or theft ("Financial Concerns"); (b) violations or suspected violations of the YMCAs Ethics Policy; or (c) violations or suspected violations of federal or state law (hereinafter collectively referred to as "Concerns").

No Retaliation

This Whistleblower Policy is intended to encourage and enable Directors, Volunteers, and Employees to raise Concerns within the YMCA for investigation and appropriate action without fear of intimidation or reprisal. With this goal in mind, no Director, Volunteer, or Employee who, in good faith, reports a Concern shall be subject to retaliation or adverse actions or, in the case of an employee, adverse employment actions as a result of reporting a Concern. Moreover, a Volunteer or Employee who retaliates against someone who has reported a Concern in good faith is subject to discipline up to and including dismissal from the volunteer position or termination of employment.

Additionally and in accordance with Virginia law, the YMCA will not discharge, discipline, threaten, discriminate against, penalize an employee, or take other retaliatory action against any employee who: (i) reports an activity that they consider to be a violation of any federal or state law to a supervisor or to any governmental body or law enforcement official; (ii) is requested by a governmental body or law enforcement official to participate in an investigation, hearing, or inquiry; (iii) refuses to engage in a criminal act that would subject

the employee to criminal liability; (iv) refuses an order by the YMCA to perform an action that violates any federal or state law and informs the YMCA that the order is being refused for that reason; or (v) provides information to or testifies before any governmental body or law enforcement official conducting an investigation, hearing, or inquiry into any alleged violation by the YMCA of federal or state law.

Reporting Concerns

Employees

Employees should first discuss their Concern with their immediate supervisor unless discussing the Concern with their supervisor would be inappropriate. If, after speaking with the supervisor, the individual continues to have reasonable grounds to believe the Concern is valid, the individual should report the Concern to the Chief Human Resources Officer. If the individual is uncomfortable speaking with their supervisor, or the supervisor is a subject of the Concern, the individual should report the Concern directly to the Chief Human Resources Officer. If the Concern was reported verbally to the Chief Human Resources Officer, the reporting individual, with assistance from the Chief Human Resources Officer, shall report the Concern in writing. If the Chief Human Resources Officer is a subject of the Concern, the individual should report the Concern directly to the President/CEO.

The Chief Human Resources Officer or President/CEO is required to promptly report all Financial Concerns to the Chair of the Audit and Finance Committee. If a Concern involves the President/CEO, the Chief Human Resource Officer should report the Concern to the Chief Volunteer Officer. All non-Financial Concerns and Concerns not involving the President/CEO will be handled in accordance with the Complaint Procedure contained herein. Contact information for the Chief Volunteer Officer or Chair of the Audit and Finance Committee may be obtained through the Human Resources or Finance Department. Concerns may also be submitted anonymously in writing.

Directors and Other Volunteers

Directors and other Volunteers should submit Concerns in writing directly to the Chief Human Resources Officer. If it is a Financial Concern, Directors or other Volunteers shall report the Concern to the Audit and Finance Committee. If the Concern involves the President/CEO, it shall be reported to the Chief Volunteer Officer. Contact information for the Chief Volunteer Officer or Chair of the Audit and Finance Committee may be obtained from the Chief Financial Officer.

Acting in Good Faith

Anyone reporting a Concern must act in good faith and have reasonable grounds for believing the information disclosed indicates an improper accounting or auditing practice, a violation of the YMCA's Ethics Policy, or a violation of state or federal law. The act of making allegations that prove to have been made maliciously, recklessly, without foundation in fact or with the foreknowledge that the allegations are false will be viewed as a serious offense and may result in the YMCA pursuing further appropriate action, legal or otherwise, including but

not limited to dismissal from the volunteer position or termination of employment.

Confidentiality

Reports of Concerns, and investigation pertaining thereto, shall be kept confidential to the extent possible, consistent with the need to conduct an adequate and complete investigation.

Disclosure of reports of Concerns to individuals not involved in the investigation or as otherwise required by law will be viewed as a serious disciplinary offense and may result in further appropriate action, including but not limited to dismissal from the volunteer position or termination of employment.

Handling of Reported Financial Concerns

The Audit and Finance Committee shall address all reported Financial Concerns. The Chair of the Audit and Finance Committee shall immediately notify the Audit and Finance Committee, the Chief Volunteer Officer, the President/CEO, Chief Operating Officer, and VP of Finance of any such report. The Chair of the Audit and Finance Committee will notify the sender and acknowledge receipt of the concern within five business days, if possible. It will not be possible to acknowledge receipt of anonymously submitted Concerns.

All financial concerns will be promptly investigated by the Audit and Finance Committee. Outside legal counsel, accountants, private investigators, or any other resources deemed necessary may be retained in order to conduct a full and complete investigation of the allegations if warranted. Following the investigation, appropriate corrective action will be recommended to the Board of Directors and/or President/CEO, if warranted by the investigation. In addition, action taken must include a conclusion and/or follow-up with the complainant for complete closure of the Concern.

Handling of All Other Concerns

All Employees should report any non-Financial Concern to their immediate supervisor. If, after speaking with the supervisor, the individual continues to have reasonable grounds to believe the Concern is valid and not satisfactorily addressed, the individual should report the Concern to the Chief Human Resources Officer. If, after speaking to the Chief Human Recourses Officer, the individual continues to have reasonable grounds to believe the Concern is valid, the individual should report the concern to the President/CEO. If the Chief Human Resources Officer is a subject of the Concern, the individual should report the Concern directly to the President/CEO. The Chief Human Recourses Officer or the President/CEO will notify the sender and acknowledge receipt of the concern within five business days, if possible. It will not be possible to acknowledge receipt of anonymously submitted Concerns. Members of the Board of Directors or volunteers should report any non-Financial Concern to the Chief Human Resources Officer or the President/CEO.

If the President/CEO is the subject of a Concern, the Concern shall be addressed by the Executive Committee. The Chief Volunteer Officer shall immediately notify the Executive Committee and the Chief Human Resource Officer of any such report. The Chief Volunteer Officer will notify the sender and acknowledge

receipt of the concern within five business days, if possible. It will not be possible to acknowledge receipt of anonymously submitted Concerns.

All Concerns directed to the Chief Human Resources Officer or President/CEO or Chief Volunteer Officer (If the Concern is regarding the President / CEO) will be promptly investigated. Outside legal counsel, private investigators, or any other resources deemed necessary may be retained in order to conduct a full and complete investigation of the allegations if warranted. Following the investigation, appropriate corrective action will be recommended to the Board of Directors and/or President/CEO, if warranted by the investigation. In addition, action taken must include a conclusion and/or follow-up with the complainant for complete closure of the Concern.

F. General Employment Policies

1. High Standards and Character

   The Association selects personnel who meet high standards of character, possess educational and occupational qualifications, can advance Association work generally, have capacity for growth, and demonstrate potential to become a viable part of the Association.

2. Compliance with Employment Laws

   All employment practices shall be conducted in compliance with applicable state and federal laws including, but not limited to, the Fair Labor Standards Act and all Equal Employment Opportunity Laws.

3. Employees Subject to this Policy

   All employees are employed by the Association and are subject to these Policies and the directives of the CEO and other management and supervisory personnel.

4. Qualifications

   a) It is desirable for employees to be persons who are supportive of the purpose and goals of the Association. Employees must also possess special aptitudes, skills, and qualifications required for their particular work.

   b) In recognition of the purpose of the Association to serve the needs of society and the individual within it, employees should possess a cooperative spirit and demonstrate a strong commitment to the goodwill of their associates, the clientele they serve, and the public. Employees should exhibit the desire and capacity to learn, to grow, and to improve their own performance.

   c) The Association may only employ those who are legally eligible to work in the United States.

   d) Individuals chosen to work for the Association must undergo background investigations that shall include: character references, prior employer references, drug testing (DOT positions), State Criminal Record Checks, Child Protective Services Checks, and a Sworn Disclosure Statement. Additional checks may be required for

child care and other situations, including Tuberculosis screenings and medical examinations. Credit checks are also required for specified positions, including senior management and office positions. Employment is dependent on satisfactory completion of all of the above.

5. Beginning Employment

   a) At the time of initial employment, all employees will be informed of their hours of work, salary or hourly rate, and other information pertinent to employment with the Association. Exempt employees will receive, in writing, confirmation of the following information: date of hire, starting salary, reimbursable travel and moving expenses, vacation arrangements for the first year, and a description of his/her responsibilities.

6. Orientation

   a) Prior to working, an employee will receive a department-specific orientation. An Association orientation is also required of all new employees. The orientation introduces employees to the Association's mission, policies and procedures. Employees must complete the Association orientation prior to their first day of employment. Employees should review this handbook as part of their orientation.

7. Employment Records

   a) All employees will complete an appropriate application form and other records necessary to be placed on the payroll of the Association. Falsification of an application or any other Association record will be cause for disciplinary action, up to and including termination. Personnel files are property belonging to the Association; therefore making copies of file materials is not permitted, except that upon written request of the employee, the Association shall furnish the employee, within 30 days, with a copy of all records reflecting: (i) the employee's dates of employment; (ii) the employee's wages or salary during employment; (iii) the employee's job description during employment; (iv) the employee's medical records; and (v) any injuries sustained by the employee during the course of employment. Employees are required to provide information to the Human Resources Department in order to keep personnel files current for changes in addresses and telephone numbers.

      In accordance with the mandate of the Americans with Disabilities Act, all medically related material on an employee is placed and maintained in a separate file from the regular personnel file. These files are secured, and only certain designated individuals have access to the file.

8. Bonding

   a) The Association, at its own expense, maintains a blanket Fidelity Bond on all employees.

9. Performance Appraisal

   a) Performance appraisals shall be the means by which an employee's performance is evaluated. Job descriptions, key performance indicators, and other performance-related criteria shall be used to evaluate performance. A copy of the annual review shall be filed in the individual's personnel file.

   b) The CEO's performance shall be evaluated by the Executive Committee no less than once each year.

10. Medical Examinations

   a) Medical examinations are required by law for certain positions and shall be paid for by the Association at a cost approved prior to the examination.

   b) The Association may request that an employee have a medical examination at the expense of the Association if the medical examination is job related and consistent with business necessity as defined under the Americans with Disabilities Act as amended (ADAAA). One example of a medical examination of an employee that is job related and consistent with business necessity is one to determine what, if any, reasonable accommodation is available to enable an employee who is experiencing difficulties on the job to perform the essential functions of the job.

   c) The Association may also request that an employee undergo a drug or alcohol screening in accordance with the Substance Abuse Policy.

11. Employment of Relatives and Relationships in the Workplace

   a) The Association permits the employment of qualified Relatives of employees and qualified individuals in personal relationships as long as such employment, as determined in the sole discretion of the Association, does not, create an actual or potential conflict of interest or the appearance of an impropriety.

   b) For the purposes of this policy the following definitions apply:
      i. "Relative" means a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, niece, nephew, first cousin, or corresponding in-law or "step" relation.
      ii. "Personal Relationship" includes dating or romantic relationships as well as employees who are cohabiting with one another.

   c) The Association will exercise sound business judgment in the placement of Related employees and employees involved in Personal Relationships in accordance with the following guidelines.

d) Relatives and employees involved in Personal Relationships should not work in positions in which a direct reporting or supervisory/management relationship exists. Accordingly, an employee should not be permitted to work within the "chain of command" of a relative or one with whom the employee is involved in a personal relationship such that the other Relative or the other employee in the Personal Relationship could influence the work responsibilities, salary, or career progress of the Relative or the employee involved in the Personal Relationship. The Association, in its sole discretion, reserves the right to make exceptions to the general rule when sufficient checks and balances can exist to avoid or counter any conflict, potential conflict or appearance of impropriety. Exceptions will be made only upon the written approval of the CEO.

e) If the exception directly involves the CEO, then the exception may only be granted after:

i. An evaluation, review, and recommendation of the Executive Committee to the Board of Directors to approve such an exception; and
ii. A vote of approval by the Board of Directors.

f) The failure of an employee to comply with the requirements of this policy constitutes a Standards of Conduct violation (Section VI, E).

12. Automobile Liability Coverage

a) All professional Directors who use their own car for Association business shall be required, as a condition of employment, to possess at his/her own expense, a minimum of liability coverage of $100,000 to $300,000.

13. Driving on Association Business

a) All employees using a motor vehicle while on Association business must operate the vehicle in a safe and lawful manner. Seat belts must be worn at all times. Employees are not permitted to text or to use their phone in any manner while driving, except with the use of a hands-free device.

VI. CONDITIONS ON THE JOB

A. Work Schedules

1. Non-Exempt Employees

a) A schedule of working hours shall be provided for each non-exempt employee. The immediate supervisor is responsible for the preparation and supervision of the working schedule. All such working schedules shall be governed by federal and state laws regulating hours of labor. All work schedules are subject to approval

by the CEO. Overtime should not be worked without the prior direction and/or approval of the employee's supervisor.

2. Exempt Employees

a) An exempt employee is expected to work during the standard office hours and is also expected to work at least forty (40) hours per work week. Exempt employees are expected to fulfill their responsibilities to the extent possible within the normal work week and normal workday. However, because of the nature of an exempt employee's responsibilities, it may be necessary and expected for an exempt employee to work beyond the employee's normally scheduled hours to complete an assignment or accomplish the employee's job responsibilities. When a Director has to work an unusual amount of hours, the employee may be given time off. The Center Director must approve job responsibilities that result in time off before it occurs. The establishment of a Director's work schedule will be made in consultation with the Center Director.

b) Complaint Procedure for Exempt Employees

(1) Employees paid on a salary basis will receive a predetermined amount of pay each pay day. This amount is not subject to deductions because of variations in the number of hours worked or the quality of the work performed, except for the following:

(a) Full day absences for personal reasons other than sickness or disability;

(b) Full day absences for sickness or disability in accordance with the Association's sick leave policy or worker’s compensation law;

(c) Offsets of salary due in a particular week against amounts received for jury duty, attendance as a witness or temporary military leave in that same week;

(d) Penalties for infractions of safety rules of major significance;

(e) Full day disciplinary suspensions for violation of written workplace conduct rules;

(f) Prorated payments in the initial or terminal weeks of employment;

(g) Deductions for qualified unpaid leave under the Family and Medical Leave Act.

(2) If an exempt employee believes that an unauthorized deduction has been made from his/her pay for any pay period, the employee should notify the SVP/Chief Human Resources Officer of the unauthorized deduction as soon as

possible. Timely complaints are critical for timely corrections of any mistakes. The SVP/Chief Human Resources Officer will then review the deduction and determine if the deduction was in fact an unauthorized deduction. If the SVP/Chief Human Resources Officer determines following such determination the deduction was not authorized under the FLSA, then the Association will pay the employee for the unauthorized deducted amount no later than the next regularly scheduled pay day.

B. Lactation Breaks

1. All employees who are nursing mothers are eligible to take reasonable breaks under this policy to express breast milk for up to one year after the birth of the employee's child. Eligible employees may take a reasonable amount of break time to accommodate the employee's need to express breast milk for the employee's nursing child. Eligible employees should notify their immediate supervisor of the frequency, timing, and duration of lactation breaks they need to take.

2. Lactation breaks under this policy are unpaid for non-exempt employees, as uninterrupted lactation breaks during which no work is performed do not count as hours worked. Employees who are required to record time under the Association's timekeeping policy must accurately record the start and end of lactation breaks.

C. Work from Home Guidelines

1. The majority of the job positions with the Association require that the employee’s duties be performed primarily in the workplace. In certain circumstances, occasional work from home may be approved for an employee. Circumstances in which working from home will be approved vary and any such arrangement must be mutually beneficial to the Association and the employee. Employees must receive approval from their supervisor in advance of performing work at home. Employees who work from home must ensure that the work can be conducted in a safe manner and that the employee is able to separate the employee’s workday from the employee’s home life. When an employee is approved to work from home, the employee must be accessible by phone and email during that time. Extended work from home situations must be approved by the COO.

D. Compensation for Consulting Services

1. Fees for Consulting

a) Subject to the approval of their supervisor, employees are permitted to provide consultant services to other YMCAs and/or kindred organizations with similar goals and objectives for up to 10 days per calendar year. If employees are released from job responsibilities to provide such services and remuneration is received, the Association must be reimbursed for any consulting fee received by those employees. If they consult during their time off,

then any remuneration may be retained by the employees. Employees may retain one hundred percent (100%) of reimbursements for out-of-pocket expenses.

E. Standards of Conduct

1. The Association expects employees to behave civilly, courteously, and professionally in all aspects of employment. Employees should interact with one another in a courteous and congenial manner at all times. Employees are reminded that their behavior reflects directly on the reputation of the Association with its customers and the community at large. Accordingly, employees who breach the expectations of the Association, including specific violations of standards of conduct shall be subject to disciplinary action, up to and including termination. The following list describes examples of behavior and actions that are not tolerated by the Association. This list is not meant to be an exhaustive list but rather is illustrative of the type of actions that can result in disciplinary action being taken against an employee.

a) Abuse of co-workers or customers including verbal, physical, sexual or emotional abuse;

b) Consuming, being under the influence of, or possession of unauthorized or illegal narcotics or drugs while on the job;

c) Consuming, being under the influence of, or possession of alcohol or alcoholic beverages while on the job;

d) Theft of Association, customer or fellow employee property;

e) Fighting, disorderly or immoral conduct on the job;

f) Sleeping on the job;

g) Intentional abuse of or damage to Association property;

h) Carrying dangerous or concealed weapons while on duty or on Association property;

i) Insubordination;

j) Failure to report accidents immediately including any injury on the job;

k) Smoking/use of tobacco products on premises

l) Eating in unauthorized places;

m) Inappropriate use of cell phone while on duty;

n) Leaving the job during working time without permission;

o) Unauthorized absences from work;

p) Violation of safety rules;

q) Failure to perform duties to the satisfaction of the Association;

r) The use of profanity or abusive language;

s) Falsification, alteration, misrepresentation or inappropriate use of any documents or facts in connection with employment at the Association;

t) Falsifying or altering any record or report such as an application for employment, time card, production report, expense account and absentee report or any other record or report;

u) Failure to abide by any Association policies;

v) Violation of the Association's dress code;

w) Violation of Association computer resources, internet and electronic communication systems.

x) Engaging in conduct on or off the job that affects the employee's credibility, effectiveness, performance, or ability to fully carry out the responsibilities of employment or that is prejudicial to the interest, reputation or operations of the Association;

y) Engaging in discrimination, harassment, or retaliation in violation of Sections V.A and V.B.

F. Methods and Means of Discipline

1. As previously noted, employment with the Association is at-will, meaning that an employee has the right to terminate his or her own employment, just as the Association reserves the right to terminate an employee's employment for any reason allowed under the law, with or without cause. The Association, however, desires to maintain a workplace that is conducive to good relationships and excellent performance of work; and therefore, the Association generally observes four (4) means of disciplining employees:

    1. Verbal warning
    2. Written warning
    3. Second Written Warning/Suspension
    4. Termination

    The nature, severity and facts surrounding each offense will determine which step or steps shall be taken. The four (4) means of discipline listed above do not and are not intended to constitute any type of required progression in discipline. For example, a sufficiently severe breach of conduct could warrant immediate termination although no other disciplinary action had been taken previously with respect to that employee.

G. Grievances

Employees experiencing job-related problems should feel free to discuss these problems with their immediate supervisor. If necessary, an employee may file a written complaint with the immediate supervisor. If there is not a mutually satisfactory solution at this level, the employee may advance the written complaint to the next level of management. If no satisfactory resolution is achieved, the employee may submit a written appeal with all relevant papers attached to the CEO. The decision of the CEO shall be final.

H. Computer Resources, Internet and Electronic Communications

This Policy on Computer Resources, Internet, and Electronic Communications (hereafter "Policy") is designed to help employees understand the Association's expectations regarding the use of Association communications, resources and electronic equipment, and to help employees use the Association's resources wisely. All Association computers, electronic and telephone communications systems, including email, voice mail, Internet access, facsimile, etc., and all communications and information transmitted by, received from, or stored in these systems (collectively referred to as "Electronic Communications") are the property of the Association.

An employee's conduct while using Electronic Communications continues to be governed by other existing policies, especially (but not exclusively) those that deal with privacy, misuse of resources, harassment, equal employment opportunity, data security, and confidentiality.

Please understand that although the Association's connection to the Internet and the availability of e-mail offers many benefits, both the Association and individual employees can be at risk if Electronic Communications are used inappropriately, or in a way that breaches security or confidentiality. The following guidelines have been established for using these resources. Any improper use of Electronic Communications is not acceptable and will subject the employee to disciplinary action.

Policy Guidelines

1. All employees should understand that they have no right or expectation of privacy in their use of Electronic Communications and an employee's use of any of the Association's Electronic Communications constitutes their consent to the Association's monitoring, access, retrieval, review, copying, use, and disclosure of any Electronic Communications. Although the Association does not expect to engage in frequent monitoring of Electronic Communications, the Association reserves the right to monitor and review any employee's access and use of Electronic Communications at any time. This may include access, retrieval, monitoring, review, copying, and disclosure of any Electronic Communications.
2. Employees are individually responsible for the content of all text, audio, or images that they distribute using the Association's Electronic Communications.
3. Sending, knowingly receiving, viewing, downloading, or displaying material that might reasonably be determined unlawful or inappropriate, including

obscene or pornographic materials, is not permitted. The Association's Electronic Communications may not be used to make or disseminate hate mail, threats, personal attacks, defamatory statements or discriminatory remarks; to engage in harassment; to violate any person's rights of privacy or publicity; or to engage in any similar behavior. Employees should take particular caution to carefully screen any personal e-mail received from other sources before deciding to forward such messages within or outside the Association. Although the Association does not intend to prevent our employees from enjoying occasional humorous e-mails and similar messages that have become a staple of Internet communications, each employee assumes personal responsibility for the content of any message he or she chooses to send, regardless of who originally created that content. Jokes and other messages that contain content that might reasonably be viewed by another person as offensive or discriminatory may not be circulated using the Association's Electronic Communications. Employees should promptly disclose any message they receive that they believe contains inappropriate content to their immediate supervisor.

4. The Association reserves the right to discard incoming mass mailings ("spam") without notifying the sender or intended recipient.
5. Sexually explicit material may not be displayed, archived, stored, distributed, edited or recorded using any Electronic Communications.
6. Any improper use of Electronic Communications to threaten or harass others, intercept e-mail, infiltrate a computer or computing system (e.g., hacking), interfere, clog or damage the performance, files, data, or software components of a computer or computer system (e.g., by spamming or introducing a computer virus), or to attempt any of the foregoing, is prohibited. Employees may not use Electronic Communications to disrupt any discussion group, mailing list or newsgroup with frivolous, vulgar or repetitious postings; by posting a binary, or excessively large, unrelated text file; or by posting articles that are off topic according to the charter or other public statement of the forum.
7. Electronic Communications may not be used to send unsolicited bulk e-mail, or otherwise unsolicited messages where the recipient objects to the content of the message or to the receipt of the message in general. Electronic Communications may not be sent in a manner that hides the identity of the sender or that represents the sender as anyone other than the actual sender.
8. No employee may use the Association's Electronic Communications knowingly to download, distribute or use software or other information in violation of any intellectual property or other proprietary rights. Also, the introduction of additional software without consideration of the impact on an employee's workstation, or the network as a whole, could compromise the integrity of the Association's system or waste system resources. Therefore, employees may download only software with direct business use, and must arrange to have such software properly licensed, registered, scanned for viruses and authorized by the employee's department head prior to its being downloaded. Downloaded software must be used only in accordance with the terms of its license. Employees may not send or otherwise provide to

any other person any software licensed to the Association or data owned or licensed by the Association without explicit authorization from the Executive Director.

9. Desktop use of Internet audio, video, gaming, or other high-bandwidth services is prohibited. Exceptions are made for business meetings or special programs that require the one-time or limited use of such services. Employees may not use the Internet to download entertainment software or games, or to play games against opponents over the Internet.
10. No one shall copy, install, or use any software or data files in violation of applicable copyrights or license agreements, including but not limited to downloading and/or distribution of music, movies, or any other electronic media via the internet. Any of the following activities constitute violations of acceptable use policy, if done without permission of the copyright owner:
    a. Sharing (uploading or downloading) images, music, movies, or other copyrighted material by any means
    b. Making unlicensed copies of a CD or DVD for others
    c. Downloading any copyright-protected files which you have not already legally procured (e.g., licensed copies of software, MP3s, movies)
11. Employees are prohibited from disclosing confidential information via a newsgroup, discussion list, or chat forum, even if the disclosure is inadvertent, and will be subject to disciplinary action.
12. Employees may use Electronic Communications for non-business research or browsing during mealtime or other breaks, or outside of work hours, provided that all other usage policies are adhered to and that their use does not interfere with the conduct of business or distract from the employee's work duties. Although the Association acknowledges that personal e-mail will be received during the workday, personal use of Electronic Communications to respond to such communications should be limited to appropriate times.
13. Employees also may not use any encryption device or other security protection device on the Association's Electronic Communications without express written authorization from the CEO. Employee passwords shall be used as instructed and new passwords must be disclosed as directed. **Passwords and/or log-in credentials must never be shared as all activity that occurs under your account is your direct responsibility.**
14. Employees should understand that violations of certain of these policies may not only subject them to disciplinary action within the Association but may expose them to civil and/or criminal action. The Association will cooperate with the inquiries of any legitimate law enforcement authority relating to employee use of the Association's Electronic Communications.
15. The Association reserves the right to use appropriate software to filter or monitor the Internet access it provides to employees.

Social Media

Social Media Guidelines

The Association supports the use of Online Communication to communicate and build awareness in the online world. Through utilizing Online Communication, the YMCA will be able to reach more members to tell the YMCA story to and have more opportunities to share our mission. To protect and maintain the trust, confidentiality, and confidence of its members and staff, all Association employees are subject to this policy regarding the distribution of confidential, proprietary, or otherwise personal information over the internet or any other public forum.

Online Communication

Information published by an employee on personal blogs, personal websites, social networking sites (such as Facebook, Twitter, Snapchat, Instagram, LinkedIn, etc.), content sharing sites (such as Scribd, SlideShare, or Reddit), image-sharing sites (such as Flickr, Instagram, or YouTube), and/or any other online forum, regardless of privacy settings or other similar self-imposed limitations.

All Association computers are the Association's property and should not be used to access Online Communications, unless required by the employee's job.

Online Communication shall not reference or contain any information regarding YMCA members. Association employees should not post any material that is obscene, defamatory, profane, libelous, threatening, or harassing regarding the Association's managers or employees. (However, this prohibition shall not be construed as to restrict the Association's employees from discussing their wages, hours, and working conditions with co-workers and others while not at work.)

Online Communication should never disclose confidential, proprietary or trade secret information. This specifically includes, but is not limited to, names or identities of members, pictures of members, confidential or personal information regarding members, confidential or personal information regarding the Association and its staff, and any other information the Association deems confidential.

Online Communication that contain endorsements or representations regarding the Association's services, procedures, practices, facilities, or operations must: (i) disclose the employee's connection with the Association in the posting; and (ii) disclose that the commentary reflects the employee's personal opinion (and not that of the Association).

Employees may not allow any other person to distribute, disseminate, or otherwise post Online Communication that the employee would be prohibited from distributing, disseminating, or otherwise posting under this Policy.

As stated in our Code of Conduct, staff members are to have no personal *contact with individuals under the age of 18 whom they met through the Association (hereinafter "Youth") outside of Association programs.*

Any staff profile or blog must be inaccessible to Association Youth. Staff with profiles on Online Communication sites may neither request to be friends with or accept as a friend any Youth. Any communication with Youth using Online Communication must use Association-sponsored or approved sites. If you receive emails, blogs, postings, tweets, texts, etc. from Association Youth, you must report this to your supervisor. Do not respond directly to the Youth.

Online Communication Use on Behalf of the Association

The following applies only to an employee's use of Online Communications when speaking on behalf of or representing the Association as required by the employee's job position.

- Association staff must use precautions when using Online Communications on behalf of the Association in order to preserve the image and brand of the Association. Information disseminated through Online Communications on behalf of the Association must be consistent with the mission and values of the Association and should promote the core values of caring, honesty, respect, and responsibility in their communications.
- All Online Communication usage must be approved through the Association's Marketing Department. This includes:
    - All sites set up for staff to staff communications, sites set up for member to member communications, sites set up for Association to public communications;
    - All sites using the YMCA name, center name or YMCA logo;
    - All sites administered by Association staff members or volunteers that represent the views of the YMCA.

Staff members or volunteers are not authorized to communicate using Online Communication sites on behalf of the Association without permission from the Marketing Department. In the absence of the SVP/Chief Strategy Officer, all Online Communication concerns can be directed to the SVP/Chief Human Resources Officer.

See the YMCA of the Virginia Peninsulas Online Communication Best Practices for procedures on how to set up YMCA Online Communication sites.

I. Substance Abuse

1. The Association promotes a productive, safe and healthy workplace. The Association has in place a substance abuse policy that includes a drug and alcohol-testing component. Tests shall be given in the following circumstances: Random, Post-Accident, and Reasonable Suspicion. Disciplinary action, up to and including termination, will occur for employees who violate this policy. For additional information, please see the Association's Substance Abuse Policy.
2. Employees who drive commercial vehicles (buses) for the Association must meet the requirements of the federal Department of Transportation (DOT) including more frequent testing and DOT physical examinations. For additional information, please see the Association's DOT Policy.

J. Criminal Conviction of Staff Member

All employees are required to report any criminal conviction to the Association, regardless of their position. The report of a conviction should be made promptly, within five days of when the conviction occurred. The report should be made in writing to Human Resources and include the exact conviction, the location or court and the date of the conviction. A conviction is not an automatic bar to continued

employment and each situation will be evaluated on a case-by-case basis. However, failure to report convictions as required is considered misconduct.

K. Outside Employment

Except for consulting as described in section B above, professional Directors shall not engage in outside employment, either self-employed or in any other capacity, without the prior approval of the Center Director.

L. Expenses and Allowances

1. All Employees

a) Expenses incurred while on Association business, under the direction of the Executive Director, shall be recognized as proper charges if provided for in the budget, if funds are available and the expense is properly documented.

2. Exempt Employees

a) The following are recognized as proper charges against expense accounts of the exempt employee, if provided for in the budget.

(1) Local Travel

(a) Employees who use their personal automobile for official business shall be reimbursed at the rate determined by the Association and after the proper forms are completed.

(2) Meal Allowance

(a) The reasonable cost of meals included as expense account items are allowed when attendance is required and when a work schedule requires the employee to buy a meal, he/she would ordinarily eat at home. (Usually, a second meal away from home).

(3) Conference/Workshops

(a) Expenses for attendance at conferences, seminars and workshops, including travel expenses, room and registration fees, shall be paid for by the Association as provided for in the budget.

(4) Service Clubs

(a) Membership dues and meals in service clubs, professional societies or community organization groups shall be paid by the Association when such membership is advantageous to the Association's interest and approved by the Center Executive Director.

M. Controversial Issues

1. Employees are free to exercise their full liberties as citizens, including the right to express their personal convictions on social, economic, religious, and political issues. Employees, however, must refrain from giving the impression that the views expressed, and positions taken by them, are those of either the Association or their co-workers.

N. Recognition

1. An employee recognition program shall be planned to recognize extended years of service to the Association by an employee. The Association shall present the traditional YMCA service award to each employee at intervals of five (5) years.

O. Ethics

1. Values-Based Leadership is based on the four core values of Caring, Honesty, Respect, and Responsibility. Association staff members are expected to follow and model these four values in their day-to-day contact with people in the YMCA.

P. Safety and Security

1. It is the responsibility of each employee that all tasks be conducted in a safe and efficient manner complying with all local, state, and federal safety and health regulations, programmatic standards, and with any special safety concerns identified by the YMCA of the Virginia Peninsulas. Although most safety regulations are consistent throughout each department and program, it is the responsibility of the employee to identify and familiarize himself/herself with the Emergency Plan for his/her working area. Please refer to the Emergency Operations Plan for additional information.

Q. Emergency Communication Procedures

1. The following procedures are to be followed if an emergency occurs:
    1. Help the person or persons involved and/or attend to the situation.
    2. Send for professional emergency assistance, if needed.
    3. Inform your supervisor immediately.
    4. Complete written incident reports as soon as possible. Be factual and use no opinions.

    Media Inquiries:

    Refer all inquiries about any incident, official or unofficial, to the Official Spokesman, the SVP/Chief Strategy Officer. The SVP/Chief Strategy Officer should be the only one to give information about what has occurred. **Do not** under any circumstance issue any written or verbal statement regarding liability or information. If asked what happened, or asked about insurance, state that the SVP/Chief Strategy Officer can be reached at 757-223-7925 and will be able to help answer your questions. Be polite, but firm.

R. Dress Code

1. The Association welcomes and involves people of all ages from diverse cultures and backgrounds. Association staff is expected to model good personal hygiene at all times as public representatives of the YMCA's mission to promote well rounded healthy lifestyles. Individual expression in grooming and dress, when offensive to others, is inappropriate for Association staff while on duty or on the YMCA premises. Thus, it is necessary to have a grooming and dress code policy.

   As public acceptance of different fashions changes, these guidelines may be modified from time to time, but the Association shall always opt for the more conservative approach, if any question exists. All staff members are expected to follow these guidelines for appropriate dress while representing the Association.

   Center Executives are responsible for clarifying standards of appropriate dress within their facilities. This includes exceptions to these policies and unique situations. For additional information please see the Association's Dress Code policy.

VII. NON-WAGE BENEFITS

A. Vacations

1. The Association believes it is in the best interest of the Association if all full-time employees take vacation away from the job for the purposes of rest, recuperation and recreation. Full-time employees shall be granted vacation with pay for the periods indicated below at such times that best suit the requirements of their jobs and upon the approval of their supervisor.

2. Vacation Eligibility Schedule (Full-time employees) Vacation time is awarded annually on January 1.

Full time Exempt (Salaried) Staff		**Full-Time Non-Exempt (Hourly) Staff**	
< 1 year	10 days	< 1 year	5 days
1-5 years of FT YMCA Service	15 days	1-5 years of FT YMCA Service	10 days
5-15 years of FT YMCA Service	20 days	5-15 years of FTY MCA Service	15 days
15+ years of FT YMCA Service	25 days	15+ years of FT YMCA Service	20 days

3. Vacation time shall be credited to an employee after 90 days of employment. An employee may carry over a maximum of 40 hours (5 days) of vacation time from one year to the next. Any unused vacation time over the 40-hour carryover will be lost. The CEO retains discretion to approve tenure credit at hire based on prior experience or organizational need.

   For employees hired after January 1, vacation is prorated for the first year.

   For employees who transition from part-time to full-time, their vacation eligibility begins on the start date of full-time employment.

Full-time employees switching from non-exempt to exempt status or from exempt to non-exempt status assume the vacation eligibility criteria immediately in the new status.

4. Cash shall not be paid in lieu of taking vacation time. However, an employee who resigns from the Association, having provided two (2) weeks' written notice (four (4) weeks' notice for Directors (Exempt Staff)), will be paid for unused vacation available in the year of separation, pro-rated by quarter. Vacation carried over from a prior year will not be paid out upon separation.

B. Holidays

1. All full-time employees receive the following paid holidays each year. Those employees required to work on a holiday shall receive commensurate time off. When a holiday falls on a weekend (or on a regularly scheduled day off), an additional day may be scheduled by the employee with his/her supervisor within one month of the holiday.

a.	New Year's Day	e.	Memorial Day
b.	Labor Day	f.	Thanksgiving Day
c.	Independence Day	g.	Christmas Eve Day
d.	Employee's Birthday	h.	Christmas Day

C. Sick Leave

1. Sick leave is a benefit, not an entitlement, and is to be used only for sickness. The Association recognizes the needs employees have to care for family members. Sick leave protects employees against the loss of income because of injury, illness, disability or medical appointments for themselves or an immediate family member (spouse, child, parent). All full-time employees shall accrue sick leave at the rate of 3.07 hours/per check employed up to a total of ten (10) working days per year. Sick leave may be accumulated up to a total of forty (40) working days. Sick leave balances are cancelled, without compensation, when an employee resigns or is terminated for any reason.

D. Parental Leave

1. Full time employees who have been employed for at least 6 months may be eligible to receive up to three weeks paid parental leave following the birth of an employee's child or the placement of a child with an employee in connection with adoption or foster care.

   Employees who desire to take Parental Leave must provide advance notice to their supervisor. When possible, the employee should provide at least 30 days' notice of the request for leave.

   Parental leave under this policy will run concurrently with leave under the Family and Medical Leave Act (FMLA) leave, as applicable.

E. Family And Medical Leave

In accordance with the Family and Medical Leave Act of 1993 ("FMLA"), as amended, employees who have been employed for at least one year, and for at least 1,250 hours during the preceding 12-month period and are employed at a work site where the Association employs at least 50 or more employees within a 75-mile radius of that work site are eligible for Family and Medical Leave, Servicemember Family Leave, and Qualifying Exigency Leave (collectively referred to as "FMLA Leave"). For employees not eligible for FMLA Leave, the Association will review business considerations and the individual circumstances involved. Except for those employees designated as "Key Employees," employees on FMLA Leave will be returned to the same or to an equivalent position. FMLA Leave will consist of appropriate accrued paid leave and unpaid leave. If leave is requested for an employee's own serious health condition or the birth of a child involving an employee's own serious health condition, the employee must use all of his or her accrued paid vacation leave and sick leave. If leave is requested for any of the other reasons listed in this section, an employee must use all of his or her accrued paid vacation. The remainder of the leave period will then consist of unpaid leave.

1. Definitions.

The "12-month Period" is defined, for purposes of Family Leave, Medical Leave, and Qualifying Exigency Leave, as a "rolling" 12-month period measured backward from the date an Employee uses any Family Leave, Medical Leave, or Qualifying Exigency Leave. Leave used during the previous 12-month period reduces the balance available to the Employee for Family Leave, Medical Leave or Qualifying Exigency Leave.

A "Single 12-month Period," for purposes of Servicemember Family Leave, begins on the first day the Employee takes leave to care for a Covered Servicemember and ends 12 months after that date. A "Single 12-month Period" applies only to Servicemember Family Leave and is distinguished from the 12-month Period defined above for other FMLA Leave.

"Contingency Operation" means a military operation that (A) is designated by the Secretary of Defense as an operation in which members of the Armed Forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or (B) results in the call or order to, or retention on, active duty of members of the uniformed services.

"Covered Active Duty" means (A) in the case of a member of the regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (B) in the case of a member of a Reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country duty under a call or order to active duty in support of a contingency operation under a provision of law referred to in 10 U.S.C. § 101(a)(13)(B).

"Covered Servicemember" means (A) a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a Serious Injury or Illness; or (B) a covered Veteran who is undergoing medical treatment, recuperation, or therapy for a Serious Injury or Illness.

"Covered Veteran" means an individual who is a member of the Armed Forces, including a member of the National Guard or Reserves, and who was discharged or released therefrom under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA Leave to care for the Covered Veteran.

"Employee" as used in this FMLA Policy refers to an eligible employee who is one who has been employed at least one (1) year at the time of the request for FMLA Leave and has worked at least 1,250 hours during the previous twelve (12) months and is employed at a worksite at which the Association employs at least 50 employees within a 75-mile radius of that worksite.

A "Family Leave" is defined as one that is taken upon the birth of an Employee's child, or upon placement with the Employee of a child for adoption or foster care, or to care for a Spouse, Son, Daughter, or Parent who has a Serious Health Condition.

A "Key Employee" is a salaried exempt Employee who is among the highest paid 10% of all employees employed by the Association.

A "Medical Leave" taken pursuant to this policy is for the Employee who is unable to perform one or more of the essential functions of his or her position due to a Serious Health Condition.

"Military Member" means an Employee's Spouse, Son, Daughter, or Parent who is on Covered Active Duty or call to Covered Active-Duty status.

"Next of Kin" means a Covered Servicemember's nearest blood relative, other than the Covered Servicemember's Spouse, Son, Daughter, or Parent.

"Outpatient Status" means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

"Parent" means a biological, adoptive, step or foster father or mother who stood in the place of a parent to an Employee when the Employee was a Son or Daughter as defined below. This term does not include parents-in-law.

"Qualifying Exigency" means any of the following:

(1) Short-notice deployment - Addressing issues that arise from the fact that a Military Member is notified of an impending call or order to Covered Active Duty seven or less calendar days prior to the date of deployment. Leave used for this purpose can be used for a period of seven calendar days beginning on the date a Military Member is notified of an impending call or order to Covered Active Duty

(2) Military events and related activities – Attendance of any official ceremony, program or event sponsored by the military that is related to the Covered Active Duty or call to Covered Active-Duty status of a Military Member; or attendance of covered family support or assistance programs and informational briefings.

(3) Childcare and school activities – Arrangement for alternative childcare under certain circumstances; provision of childcare on an urgent, immediate need basis; enrollment in or transfer to a new school or daycare facility when necessary; or attendance of meetings with staff at a school or daycare facility when necessary.

(4) Financial and legal arrangements – Making or updating various financial or legal arrangements; or acting as the Military Member's representative before a federal, state or local agency in connection with military service benefits.

(5) Counseling – Attending counseling for the Employee, the Military Member, or for a child as a result of the Covered Active Duty or call to Covered Active-Duty status.

(6) Rest and recuperation – Spending time with a Military Member who is on short-term, temporary, rest-and-recuperation leave during the period of deployment. Leave for rest and recuperation can used for a period of 15 calendar days beginning on the date the Military Member begins each instance of rest and recuperation.

(7) Post-deployment activities – Attendance of arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of 90 days following the termination of the Military Member's Covered Active-Duty status. This also includes addressing issues that arise from the death of a Military Member while on Covered Active-Duty status.

(8) Parental Care – For parent of Military Member who is incapable of self-care: Arrangement of alternative; provision of care on an urgent, immediate need basis; admittance or transfer to a care facility; and attendance at meetings with staff at a care facility.

(9) Additional activities – Addressing other events arising from the military duty provided that the YMCA and the Employee agree that such event qualifies as an exigency and agree to the timing and duration of the leave.

"Qualifying Exigency Leave" is defined as leave taken because of a Qualifying Exigency arising out of the fact that the Employee's Spouse, Son, Daughter, or Parent is on Covered Active Duty or has been notified of an impending call or order to Covered Active Duty in the Armed Forces.

A "Serious Health Condition" is an illness, injury, impairment or physical or mental condition that requires inpatient care, or "continuing treatment by a health care provider", or one that renders the Employee unable to perform his or her job functions.

A "Serious Injury or Illness," for purposes of Servicemember Family Leave, means (A) in the case of a member of the Armed Forces, National Guard, or Reserves, an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's activity and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; or (B) in the case of a Veteran who was a member of the Armed Forces, National Guard, or Reserves, a qualifying (as defined by the Secretary of Labor) injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty) and was aggravated by service in line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a Veteran and that meets one of the criteria set forth in the regulations.

"Servicemember Family Leave" is defined as leave taken to care for a Spouse, Son, Daughter, Parent or Next of Kin who is a Covered Servicemember with a Serious Injury or Illness.

"Son" or "Daughter," for purposes of FMLA Leave taken for birth or adoption, or to care for a family member with a Serious Health Condition, means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and "incapable of self-care because of a mental or physical disability." A person stands in loco parentis to a child where that person assumes the responsibility to provide either day-to-day care of the child or financial support to the child, regardless of whether a legal or biological relationship exists between that person and the child.

"Son" or "Daughter," for purposes of Servicemember Family Leave or Qualifying Exigency Leave, means a biological, adopted or foster child, a stepchild, a legal ward, or a child for whom the Covered Servicemember stood in loco parentis, and who is of any age.

"Spouse" means a husband or wife as defined or recognized under state law for purposes of marriage in the state where the Employee was married, including common law marriage in states where it is recognized.

2. Pay Status

FMLA Leave generally will be unpaid leave. However, inasmuch as the Association requires its Employees to use accrued sick leave and vacation leave for medical leave and accrued vacation leave for Family Leave and Servicemember Family Leave. The remainder of the leave period after exhaustion of appropriate paid leave will be unpaid leave.

In the event the Employee is qualified to receive workers compensation, then the period of time that the Employee is out of work and receiving workers compensation benefits will also count against the Employee's FMLA Leave.

3. Reasons for Leave

All Employees who meet the applicable eligibility requirements may be granted FMLA Leave, consisting of appropriate accrued paid leave and unpaid leave, for a period of twelve weeks during the 12-month Period for the following reasons:

(a) the birth of the Employee's child and/or in order to care for the child;

(b) the placement of a child with the Employee for adoption or foster care;

(c) to care for a Spouse, Son, Daughter, or Parent who has a Serious Health Condition;

(d) a Serious Health Condition that renders the Employee incapable of performing the functions of his or her job; or

(e) any Qualifying Exigency arising out of the fact that the Spouse, Son, Daughter, or Parent of the Employee is on Covered Active Duty (or has been notified of an impending call or order to Covered Active Duty) in the Armed Forces.

The entitlement to leave for the birth or placement of a child for adoption or foster care will expire twelve months from the date of the birth or placement.

All Employees who meet the applicable eligibility requirements may be granted Servicemember Family Leave, consisting of appropriate accrued paid leave and unpaid leave, for a period of twenty-six (26) weeks during a Single 12-month Period to care for a Covered Servicemember with a Serious Injury or Illness. To be eligible for Servicemember Family Leave, the Employee must be the Spouse, Son, Daughter, Parent or Next of Kin of the Covered Servicemember.

During the Single 12-month Period during which an eligible Employee takes Servicemember Family Leave, an eligible Employee shall be entitled to a combined total of twenty-six (26) weeks of FMLA Leave for any of the qualified reasons listed above.

Married couples employed by the Association are entitled to a combined total of twelve (12) weeks of Family Leave to care for a newborn, a child

placed for adoption or foster care, or to care for the Employee's Parent with a Serious Health Condition. In the event either Employee needs Medical Leave due to their own Serious Health Condition or Family Leave due to the Serious Health Condition of their Spouse, Son or Daughter, only the hours used by that specific Employee for Family Leave as identified in (a) and (b) above will count against his or her FMLA Leave balance. Married couples are entitled to a combined total of twenty-six (26) weeks of FMLA Leave during a Single 12-month Period if the leave is Servicemember Family Leave or a combination of Servicemember Family Leave and Family Leave to care for a newborn, a child placed for adoption or foster care, or to care for the Employee's Parent with a Serious Health Condition.

4. Procedure for Requesting Leave

In all cases, an Employee requesting leave must complete an "Application for FMLA Leave" and return it to Human Resources. The completed application must state the reason for the leave, the duration of the leave, and the starting and ending dates of the leave. An Employee intending to take FMLA Leave because of an expected birth or placement, because of a planned medical treatment, or because of the planned medical treatment for a Serious Injury or Illness of a Covered Servicemember must submit an application for leave at least thirty days before the leave is to begin. If an Employee fails to give such notice for foreseeable leave, then the Association reserves the right to deny such leave for thirty days after first receipt of notice. If leave is to begin within thirty days for unforeseeable leave, an Employee must give notice to his or her supervisor and to Personnel as soon as the necessity for the leave arises. In any case in which the need for leave for any Qualifying Exigency is foreseeable, the Employee shall provide such notice to the Association as is reasonable and practicable.

5. Notification to Employee

For each initial request for FMLA Leave in any twelve (12) month period in which the FMLA Leave is also taken, the YMCA will provide the Employee written notice indicating whether the Employee is eligible for FMLA Leave and, if so, outlining the specific expectations and obligations of the Employee, including whether a medical certification is required, and further explaining any consequences of the Employee failing to meet his or her obligations. In addition, once the Association has sufficient information to determine whether the requested leave qualifies as FMLA Leave, the Association will provide the Employee with a written notice indicating whether the leave request has been granted and how much leave will be counted against the Employee's leave entitlement, if known, as well as indicating whether a fitness for duty exam will be required before restoration to employment.

6. Medical Certification for Family Leave or Medical Leave

An application for leave based on the Serious Health Condition of the Employee, or the Serious Health Condition of the Employee's Spouse, Son, Daughter, or Parent must also be accompanied by a "Medical Certification Statement" completed by the applicable health care provider. The certification must state the date on which the health condition commenced, the probable duration of the condition, and the appropriate medical facts regarding the condition. If the Employee has a Serious Health Condition, the certification must state whether the Employee is unable to perform the functions of his or her job, or unable to perform work of any kind, or must be absent from work for treatment, and whether intermittent leave or work on a reduced leave basis is required. If the Employee is needed to care for a Spouse, Son, Daughter, or Parent, the certification must so state and also provide an estimate of the amount of time the Employee will be needed. The certification must also indicate whether the Employee is needed to provide for the basic medical or physical needs or rather for psychological comfort.

Medical Certification Statements are to be submitted to Human Resources for review and final approval. When leave is foreseeable and the Employee has provided thirty (30) days' notice, the medical certification should be provided before the leave begins. When this is not possible, the medical certification must be returned within fifteen (15) calendar days of the request from the Association. When medical certification is necessary, the Association generally will give notice of the need for the medical certification within five (5) business days of the request for leave.

The Association reserves the right to request a second opinion and, if necessary, a third opinion, at the Association's expense, should the validity of the initial medical certification be in question. Additionally, the Association may request recertification not less than every thirty (30) days, or within any other minimum duration period designated by the health care provider, unless the Employee requests an extension of leave, the circumstances described on the previous certification have changed significantly, or the Association receives information casting doubt on the stated reason for the absence. The Association shall provide the Employee fifteen (15) calendar days to obtain the recertification, and the Association will bear the costs of the recertification. Recertification is not subject to second and third opinions.

7. Certification for Servicemember Family Leave and Qualifying Exigency Leave

   An application for Servicemember Family Leave must be supported by a medical certification completed by an authorized health care provider of the Covered Servicemember. An application for Qualifying Exigency Leave must be supported by a certification containing pertinent information including, but not limited to, facts and documentation sufficient to support the need for leave, information concerning the timing and duration of leave, and appropriate contact information when necessary.

8. Intermittent Leave

   Intermittent leave to care for a Spouse, Son, Daughter, or Parent, because of the Employee's own Serious Health Condition, or to care for a Covered Servicemember with a Serious Injury or Illness may be taken whenever medically necessary. Qualifying Exigency Leave may be taken on an intermittent or reduced schedule basis. Only the time actually taken as FMLA Leave may be charged against the Employee's leave balance. Intermittent requests may not be taken in increments of less than one (1) hour. Thirty (30) days advance notice is required by the Employee, where practicable, if the leave is foreseeable.

   If an employee requests intermittent leave or a reduced work schedule that is foreseeable based on planned medical treatment for the Employee's own Serious Health Condition, for a Serious Health Condition of a Spouse, Son, Daughter or Parent, or a Serious Injury or Illness of a Covered Servicemember with a Serious Injury or Illness, and the need is foreseeable based on planned medical treatment, the Association may temporarily transfer the Employee to an available alternative position with equivalent pay and benefits if the position accommodates recurring periods of leave better than the Employee's regular job.

9. Benefits Coverage During Leave

   During a period of FMLA Leave, an Employee will be retained on the Association's health plan under the same conditions that applied before leave commenced. To continue health coverage, the Employee must continue to make any contributions that he or she made to the plan before taking leave. Failure of the Employee to pay his or her share of the health insurance premium may result in loss of coverage.

   An Employee is not entitled to the accrual of any seniority or employment benefits based on performance that would have accrued if not for the taking of leave. An Employee who takes FMLA Leave will not lose any employment benefits that accrued before the date leave began.

10. Restoration To Employment Following Leave

    An employee eligible for FMLA Leave - with exception of those Employees designated as "Key Employees" - will be restored to his or her old position or to a position with equivalent pay, benefits, and other terms and conditions of employment. The Association cannot guarantee

that an Employee will be returned to his or her original position. A determination as to whether a position is an "equivalent position" will be made by the Association.

11. Failure to Return from Leave

Failure to return from FMLA Leave is grounds for termination, unless an extension is requested for a general leave of absence not covered by FMLA. If such leave is granted, such leave will no longer qualify as FMLA Leave, but will be general discretionary leave subject to such guidelines as determined by the Association. The Employee will have to reimburse the Association for any health insurance premiums paid by the Association if the Employee is terminated for failing to return after FMLA Leave, unless Employee fails to return because: (1) the continuation, recurrence, or onset of a Serious Health Condition that would entitle Employee to FMLA Leave; or (2) other circumstances beyond Employee's control.

F. Jury Duty

1. Full-time employees who are called for jury duty will receive full pay during that service and, in addition, retain the fees paid for such services. Verification of an employee's call to jury duty may be required in addition to verification of daily assignment. Such documentation should be presented to the employee's immediate supervisor. Employees are expected to report to work on any day that their physical presence in court is not required.

G. Military Service - Employment and Reemployment Rights

1. In the event that an employee provides service in the Uniformed Services of the United States which requires that he or she be absent from the workplace, the Association will observe strictly the requirements of the Uniformed Services Employment and Re-employment Rights Act of 1994 (USERRA), as amended, with respect to each affected employee's employment, employee benefits and reemployment following the completion of military service. It is the Association's policy that no employee or prospective employee will be subjected to any form of discrimination on the basis of that person's membership in, or obligation to perform service for, any of the Uniformed Services of the United States. Specifically, no person will be denied employment, reemployment, promotion, or any other benefit of employment on the basis of such membership. Furthermore, no person will be subjected to retaliation or adverse employment action because such person has exercised his or her rights under this policy.

2. Definitions

a. "Uniformed Services" means the Armed Forces of the United States, the Army National Guard, and the Air National Guard when in engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the U.S. Public Health Service, an intermittent

disaster-response appointee when the National Disaster Medical System (NDMS) is activated, or any other category of persons designated by the President in time of war or emergency.

b. "Service in the uniformed services" means the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active-duty training, inactive duty training, full-time National Guard duty and a period for which a person is absent from a position of employment for the purpose of examination to determine the fitness of the person to perform any such duty.

c. "Seniority" means longevity in employment together with any benefits of employment that accrues with, or is determined by, longevity in employment.

3. Reemployment Rights

Generally, only individuals discharged under honorable conditions who were regular employees are eligible for reemployment. Under USERRA, the individual is generally required to give advance notice of the leave, be on leave for no more than five years, and reapply for reemployment within specified time frames.

4. Procedures for Military Leave

a. The employee will provide his or her immediate supervisor with notice (either verbal or written) that the employee will be engaging in military service. Employees are requested to provide such notice as soon as they have knowledge of upcoming military service.

b. Employees on military leave may, *at their option*, use any or all accrued paid vacation or personal leave during his or her absence.

c. When the employee intends to return to work, he or she must make notification of reinstatement to Human Resources within the application period set forth below.

d. If the employee does not return to work, the supervisor must notify Human Resources so that appropriate action may be taken.

5. Application for Reemployment

An employee who has engaged in military service must, in order to be entitled to reemployment, submit an application for reinstatement (written or verbal) according to the following schedule:

a. *If service is less than 31 days (or for the purpose of taking an examination to determine fitness for service)* - the employee must report for reinstatement at the beginning of the first full regularly scheduled working period on the first calendar day

following completion of service and the expiration of eight hours rest and after a time for safe transportation back to the employee's residence.

b. *If service is for 31 days or more but less than 180 days* - the employee must submit an application for reinstatement with Human Resources no later than 14 days following the completion of service.

c. *If service is 181 days or over* - the employee must submit an application for reinstatement with Human Resources no later than 90 days following the completion of service.

d. *If the employee is hospitalized or convalescing from a service-connected injury* - the employee must submit an application for reinstatement with Human Resources no later than two years following completion of service.

6. Seniority-Based Benefits

Individuals who are reemployed are entitled to all seniority-based benefits that the employee had at the beginning of military leave, plus any additional benefits the employee would have attained, with reasonable certainty, had the individual remained continuously employed.

7. Non-seniority-Based Benefits

An individual returning from uniformed service is entitled to all benefits not based on seniority in the same manner as a similarly situated employee on a leave of absence or furlough would be able to accrue under other company policies. These policies are either those in effect at the time the individual left on uniformed service or those that were implemented while the employee was away.

8. Health Care

Under USERRA, employees on uniformed service leave who are enrolled in the healthcare plan have the right to elect continuation coverage similar to the rights under COBRA. Such right to continuation coverage will continue for a period of 24 months. Employees returning to work are entitled to reinstate health coverage as if they had never left.

9. Reemployment

Upon an employee's prompt application for reinstatement, the Association will reinstate the employee in the following manner depending upon the employee's period of military service:

a. For a period of 1 to 90 days-

(1) in the position of employment in which the person would have been employed if the continuous employment of such person with the employer had not been interrupted by such service, the duties of which the person is qualified to perform; or

(2) in the position of employment in which the person was employed on the date of the commencement of the service in the uniformed services, only if the person is not qualified to perform the duties of the position referred to in subparagraph (A) after reasonable efforts by the employer to qualify the person.

b. 91 or more days-

(1) in the position of employment in which the person would have been employed if the continuous employment of such person with the employer had not been interrupted by such service, or a position of like seniority, status and pay, the duties of which the person is qualified to perform; or

(2) in the position of employment in which the person was employed on the date of the commencement of the service in the uniformed services, or a position of like seniority, status and pay, the duties of which the person is qualified to perform, only if the person is not qualified to perform the duties of a position referred to in subparagraph (A) after reasonable efforts by the employer to qualify the person.

c. *Employee with a service-connected disability* - if after reasonable accommodation efforts by the Association, an employee with a service-connected disability is not qualified for employment in the position he or she would have attained or in the position that he or she left, the employee will be employed in (i) any other position of similar seniority, status and pay for which the employee is qualified or could become qualified with reasonable efforts by the Association; or (ii) if no such position exists, in the nearest approximation consistent with the circumstances of the employee's situation.

10. Exceptions to Reemployment

In addition to the employee's failure to apply for reemployment in a timely manner, an employee is not entitled to reinstatement as described above if any of the following conditions exist:

a. The Association’s circumstances have so changed as to make reemployment impossible or unreasonable.

b. The employee's employment prior to the military service was for a non-recurrent period and there was no reasonable expectation that the employment would have continued indefinitely or for a significant period.

c. The employee did not receive an honorable discharge from military service.

11. Documentation

An employee's manager will, upon the employee's reinstatement, request that the employee provide The Association with military discharge documentation (DD214) that establishes the length and character of the employee's military service.

12. Discharge

A person who is reemployed pursuant to USERRA cannot be discharged except "for cause" pursuant to the following schedule:

a. Within 1 year, if the person's service was more than 180 days.

b. Within 6 months, if the person's period of service was more than 30 days, but less than 181 days.

c. Individuals who serve for 30 days or less have no protected period.

H. Bereavement

1. For full-time employees, leave with pay will be granted at the time of death of an immediate family member (spouse, child, parent, brother, sister, in-laws, grandparents, and grandchildren). The number of days will be at the discretion of the Center Director, and generally should not exceed 5 days.

I. Leave of Absence

1. An extended leave of absence without pay may be granted by the CEO. The CEO may deny a request for a leave of absence at his/her discretion.

J. YMCA Closings

1. If a YMCA location is closed due to circumstances beyond the Association's control, i.e., hurricane, snowstorm, power outage, etc., full-time staff scheduled to work will be compensated and not charged a vacation day. However, extended closures of a YMCA location that are outside the Association's control may result in suspending compensation.

K. Group Health Insurance

1. A Health Plan is available for all full-time and part-time plus employees. See the summary plan description for a full explanation of benefits.

2. The Association provides a Life Insurance (AD&D) policy to all full-time employees. Employees are eligible to enroll on the first day of the month following employment.

L. Section 125 Cafeteria Plan

1. The Association participates in a cafeteria 125 plan. Refer to the Plan Documents for specific rules. Medical Insurance premiums paid by the employee are automatically deducted on a pre-tax basis. There are two additional Flexible Benefit Account options in which you may choose to participate:

a) Medical Expense Account –allows employees to receive up to a set dollar amount in medical or related costs on a pre-tax basis.

b) Dependent Care (Child Care) Account – allows employees to receive up to a set dollar amount in child or adult care expenses on a pre-tax basis.

M. Workers' Compensation

1. Employees who experience and properly report injuries by accident or occupational disease as defined by the law that arise out of and in the course of their employment ordinarily will be eligible for benefits under the Virginia Workers' Compensation Act, subject to the approval of the claim by the insurance company providing Workers' Compensation Insurance. Employees are protected under the Workers' Compensation Act in the event they suffer a qualifying physical injury as a result of any accident incurred while on duty.

   Accidents or injuries of any nature incurred while on duty must be reported to the employee's supervisor. Pursuant to Virginia Code failure to report the accident within 30 days could result in a denial of payment of compensation or medical benefit.

   The Association has a panel of doctors and medical facilities in the area that employees are required to use in case of a job-related accident. Failure to use the prescribed doctors or facilities could result in a denial of the claim by the insurance company and a refusal to pay for such medical services. The Association's insurance company providing workers compensation insurance considers drug and alcohol abuse to be grounds for denying insurance payments.

N. Retirement Fund

1. Employees who are at least 21 years old, have completed two years of service, and work a minimum of one thousand hours (1,000), in each of two years are automatically included in the National YMCA Retirement Fund. There is no cost to the employee as the plan is paid for by the Association at the Board approved percentage of annual salary. The effective date was July 1, 1989.

O. YMCA Membership

1. Exempt and non-exempt full-time employees and their families may, upon request, be granted a complimentary membership for their immediate family. They may also participate in programs (other than childcare) at one-half the cost of the regular member rate when their participation does not exclude other members from using the facilities. If the program is a "specialty" program (such as personal training, or small group training) or a program sponsored by an independent contractor, the employee must pay the full member rate.

2. Retired, (full-time) staff, who are at least 55 years of age with at least 15 years of service to the YMCA and, who live in our service area, may, upon request, be granted a membership for the retiree and his/her spouse.

3. Long-tenured staff who resign from the YMCA in good standing may be awarded a membership for themself and their spouse based on their years of service to our YMCA using the following criteria:

   10 years of service, 2-year membership

   15 years of service, 3-year membership

   20 or more years of service, 5-year membership

4. Part-time employees may, upon request, be granted a complimentary individual membership. Part-time staff members may upgrade to a family membership by paying the difference in the rate. Restrictions may be placed on membership during peak times. Part-time employees may register for programs) at the regular member rate.

5. Exempt and non-exempt full-time employees may enroll their children in YMCA Preschool Childcare and After School Childcare including Day Camp with the following discounts: Upon hiring, 25%; after three years continuous employment, 50%; five years continuous employment, 75%; eight years continuous employment, 100%. The maximum discount for Infant/Toddler care is 50%. A YMCA Director transferred from another association will be given credit for time in service. Part-time employees who work at least 20 hours/week may enroll their children in childcare programs at a 25% discount. This benefit is considered a taxable fringe benefit and is subject to state, federal and FICA taxes.

Membership and Program Discounts		
	Full-time Employees	**Part-time Employees**
Membership	Complimentary membership for immediate family	Individual membership (may upgrade to a family membership by paying the difference in the rate)
Program (other than childcare/day camp)	One-half the cost of the regular member rate	Regular member rate
"Specialty" Program or a program run by an independent contractor)	Full member rate	Full member rate
Residence Camp	Discount: 25 %	No discount
Childcare Preschool Childcare, Before/After School Childcare, Day Camp Infant/Toddler Care*	Discount: Upon hiring, 25%; after three years continuous employment, 50%; five years continuous employment, 75%; eight years continuous employment, 100%. *Maximum discount for Infant/Toddler care is 50%	25% childcare discount for part-time employees who work at least 20 hours/week on a regular basis.

P. Employee Assistance Program (EAP)

1. The Association offers a voluntary and professional employee assistance program that provides information, counseling, and referral services to all full-time and part-time employees and their dependents who may be experiencing personal stress in their lives. Supervisors, with approval from their center directors, may refer employees for counseling as a requirement of a performance improvement plan. Information on the EAP is available at each center location, or you may contact Human Resources.

VIII. SEPARATION FROM EMPLOYMENT

A. Retirement

1. An employee is eligible to participate in the National YMCA Retirement Fund when he/she retires and age 65 is reached or after age 55 with five years of service. There is no mandatory age for retirement.

B. Resignations

1. Non-Exempt Employees (Hourly)

a) Non-exempt employees are expected to give two weeks written notice. Notice should be submitted to the employee's immediate supervisor. Vacation may not be used in lieu of work during the notice period.

2. Exempt Employees (Salaried)

a) Directors and other exempt employees are expected to give at least 4 weeks written notification of their intention to discontinue employment with the Association. Vacation may not be used in lieu of work during the notice period. The CEO is expected to give at least eight weeks written notification to the Board of Directors.

C. Discontinuance of Position

1. Except in unforeseen circumstances, full-time exempt employees shall be given four weeks notice when their employment is to be ended due to discontinuance of position or reduction in employee staff. Any separation pay beyond the notice set forth above is solely at the discretion of the CEO.

2. Except in unforeseen circumstances, full-time non-exempt employees shall be given two weeks notice in case of such discontinuance, or may, in lieu thereof, be paid for the two weeks. This will be at the discretion of the CEO. Any additional separation pay beyond what is set forth above is solely at the discretion of the CEO.

D. Dismissal and Discipline

1. Exempt Employees -- Dismissal

a) Any exempt employee may be discharged at any time if such action is determined by the management of the Association to be in the

best interest of the Association. Dismissal of an employee generally occurs as a result of a single serious or repeated lesser offense or actions that are contrary to the best interest of the Association. The employee's supervisor will ordinarily prepare written documentation of facts (date and information of conferences, problems, warnings, absenteeism, performance, etc.) leading to a dismissal and the documentation shall be filed in the employee's personnel file. No exempt employee will be discharged without the prior approval of the CEO.

2. Non-Exempt Employees -- Dismissal

Non-Exempt employees can be separated at any time when such separation is deemed in the best interest of the Association. Prior warning and documentation of unsatisfactory performance or conduct leading to a dismissal shall ordinarily occur but shall not be a prerequisite to the dismissal. No employee will be discharged without the prior approval of the SVP/Chief Human Resources Officer and the Center Executive Director

E. Association Assets

1. Any and all association assets assigned shall be returned to the employee's immediate supervisor.

Board approved latest revisions March 2026.

The YMCA is in the people business. We endeavor, through one of our most important assets - our staff, to improve the lives of the people we serve in our communities. No matter what your position, you have the chance to make a positive impact on people's lives. Through your hard work, creativity, and high ethical standard, you can help us strengthen our community through youth development, healthy living, and social responsibility. We look forward to a rewarding working relationship with you.


OUR VALUES
VALUES-BASED LEADERSHIP
OUR OUTCOMES
Faith – Believing in things yet unseen
Belonging – Cultivating an environment of acceptance, appreciation, and inclusion
CARING Strengthening relationships by seeking to understand
BEHAVIORS
• Smile and greet everyone with authenticity.
• Listen to understand; respond with compassion.
• Engage in meaningful conversations.
HONESTY Leading with integrity through truthful words and actions
BEHAVIORS
• Be genuine and consistent.
• Have tough conversations and be open to feedback.
• Lead by example; do what you say you will do.
RESPECT Being open and understanding to all
BEHAVIORS
• Use positive tone of voice and body language.
• Treat others with dignity and compassion.
• Value others for who they are.
RESPONSIBILITY Being accountable for both your actions and impact
BEHAVIORS
• Choose to lead.
• Help or get help.
• Own your role in finding solutions.
FAITH
CARING
RESPONSIBILITY
BELONGING
HONESTY
RESPECT
YMCA OF THE VIRGINIA PENINSULAS

EMPLOYEE ACKNOWLEDGMENT

I have received and reviewed or have had read to me a copy of the Personnel Policy of the YMCA of the Virginia Peninsulas, which outlines my privileges, benefits, and conditions of employment as an employee of the Association. I will familiarize myself with the information contained in this employee manual and understand that it governs my employment with the Association. I understand that I may refer any questions that I have on these subjects to my supervisor.

The information in this handbook is subject to periodic review and modification by the YMCA Board of Directors. I understand that any changes in the policies as listed herein may be made by the Board of Directors and that the CEO may accordingly modify, supersede, or eliminate the policies outlined in this manual. I understand that any changes will be announced and distributed to all employees of the Association electronically or in writing upon request and that it is my obligation to review and acknowledge any revisions.

Employment with the Association is at-will. Accordingly, I understand I voluntarily entered into employment, and I am free to resign at any time. Similarly, the Association is free to terminate the employment relationship at any time, with or without cause, so long as it is not prohibited by law. I understand that the terms and conditions of this manual are incorporated in this Letter of Acknowledgment. I hereby consent to the terms and conditions of this letter.

_____ _____
Signature of Employee Date

_____
Print Name

Electronic Acknowledgment