



YMCA of Northern Middlesex County

Personnel Policy

January 1, 2007
Revised January 21, 2008

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YOUNG MEN'S CHRISTIAN ASSOCIATION
OF
NORTHERN MIDDLESEX COUNTY, INCORPORATED
Middletown, Connecticut

PERSONNEL POLICY

SECTION I - PREAMBLE

A goal of the Young Men's Christian Association of Northern Middlesex County, Inc. is to attract, develop, motivate, and retain personnel who meet high standards of character based on the Judaic-Christian tradition; who can advance YMCA work competently, and who will become a viable part of the organization so that the Young Men's Christian Association of Northern Middlesex County, Inc. may have the most competent staff possible to aid in the achievement of the objectives of the YMCA.

SECTION II - PURPOSE

This policy is established for the purpose of defining and coordinating the personnel administration of the Young Men's Christian Association of Northern Middlesex County, Inc. This policy, however, is not intended to alter the employment-at-will relationship in any way. This policy contains general statements of Association policy and should not be read as including the fine details of each policy, or as forming an express or implied contract or promise that these policies will be applied in all cases. The Association may add to these policies or revoke or modify them from time to time. It will try to keep this manual current, but there may be times when policy will change before this material can be revised.

SECTION III - ADMINISTRATION

- A. Administration: The Board of Directors of the Young Men's Christian Association of Northern Middlesex County, Inc. employs the President to whom it delegates responsibility for the administration of personnel matters. The administration of this policy and overall supervision of staff is the responsibility of the President. However, he may delegate authority to others where appropriate to carry out the administrative policies set forth herein.
- B. Interpretation: All matters pertaining to the interpretation of the Personnel Policy are referred to the President or his designee.
- C. Review: This Personnel Policy will be reviewed periodically. The Board of Directors may change this policy from time to time. Any amendment or change to this policy shall be effective as of the date approved by the Board of Directors unless otherwise stated in such amendment or change.
- D. Definitions: As used in the Policy:
 - (1) The words "shall" or "will" are construed as mandatory and the word "may" as permissive;
 - (2) The masculine gender shall be construed to include the feminine gender;
 - (3) "Supervisor" means an individual with the authority to assign, direct, and review the work of two or more subordinates; and
 - (4) "Immediate family" means the employee's spouse, brother, sister, parent, child, and stepchild.

SECTION IV - CLASSIFICATION OF EMPLOYEES

- A. Exempt Employees: Employees who are exempt from the payment of overtime under the provisions of the Connecticut State and Federal Wage and Hour Laws.
- B. Non-Exempt Employees: Employees who are subject to the provisions of the Connecticut State and Federal Wage and Hour Laws and are to be paid time and one-half for overtime. While their compensation may be stated as a salary, wages are earned and paid on an hourly basis. Non-exempt employees must use the time clock to record hours worked.
- C. Full-Time Employees:
 - (1) Work 35 hours per week, 12 months of the year (with the exception of any authorized, unpaid leave of absence) are eligible for complete benefit package.
 - (2) Work 27.5-34 hours, 12 months of the year (with the exception of any authorized, unpaid leave of absence) are eligible for Holidays and Health Plan coverage. (25% share on individual coverage, 100% share on dependent coverage.)
- D. Part-Time Employees: Work less than 27.5 hours per week, 12 months of the year.
- E. Seasonal Employees: Whether they are being paid on an hourly or weekly basis, are considered part-time employees and subject to this policy.

SECTION V - EMPLOYMENT

- A. Official Employer: All personnel are employees of the Young Men's Christian Association of Northern Middlesex County, Inc. and are subject to the policies as established by the Board of Directors.
- B. Qualifications: It is expected that employees shall be committed to the purpose and goals of the YMCA of Northern Middlesex County, Inc. In recognition of that purpose and those goals to serve the needs of the community and the individuals within it, employees should possess a desire to be of service to others. They should exhibit a capacity to learn, to grow and to improve their own workmanship.
- C. Employee Procedures: The President is employed by the Board of Directors of the YMCA of Northern Middlesex County, Inc. as the chief of staff and has final approval of action under this policy. The President hires exempt employees. The direct supervisor subject to the approval of the President or his designee hires non-exempt employees. Upon confirmation of employment, all employees shall fill out the appropriate forms and submit them to their immediate supervisor who will submit them for approval to the President. Each employee is responsible for updating his own personnel data.
- D. Letter of Understanding: For exempt employees. It will include, but not be limited to the effective date of employment, starting salary, salary range, a copy of the position description and Personnel Policy.
- E. Open Application: The Association will promote from within the organization whenever possible. It also supports and participates in the open application process of the National Council of YMCAs for professional staff. It encourages employees to recognize that reasonable tenure in a position is necessary to both professional development and Association goals.

SECTION V - EMPLOYMENT - Continued

- G. Affirmative Action Policy Statement: It is the policy of the YMCA to implement the Equal Employment Opportunity Act and Affirmative Action Program for all employees and applicants for employment without regard to race, religion, color, sex, age, national origin, sexual orientation, or disability. Accordingly, the Association is committed to an Affirmative Action Program designed to achieve the following objectives:
- (1) Ensure that recruiting, hiring and training for all job classifications are made without regard to race, creed, color, religion, national origin, sexual orientation, age, sex, or disability.
 - (2) Ensure that employment decisions further the principle of Equal Employment Opportunity.
 - (3) Ensure that promotion and transfer decisions further the principle of Equal Employment Opportunity and those non-discriminatory criteria for promotions and transfers are used.
 - (4) Ensure that other personnel policies and procedures governing compensation, benefits, transfers, tuition assistance, and recreation programs are administered without regard to race, creed, color, religion, national origin, sexual orientation, age, sex, or disability.
 - (5) The Governance Committee will annually review a report on the affirmative action program to ensure Equal Employment opportunities.
 - (6) Provide training and development opportunities to all staff to ensure equal access to job opportunities.
 - (7) The Human Resources Administrative Assistant shall be the Affirmative Action Officer.
- H. Orientation: The Communications Assistant will oversee an orientation program for all employees. Each department will provide job specific orientation for new employees and a record of the orientation will be placed in the employee's personnel file.
- I. Probationary Period: All employees shall have a three month probationary period which can be extended up to an additional three months for a total of 6 months. During this period, the employee may be released, upon approval of the President, without following the process as outlined in Section XI "Separations."
- J. Support: All employees are encouraged to support the local YMCA's interests such as the United Way and YMCA fund development efforts.

SECTION VI - CONDITIONS ON THE JOB

- A. Hours of Work: The immediate supervisor is responsible for the preparation and supervision of the working schedule of the employees working for him. Non-exempt employees are expected to use the timecard to record hours worked and to comply with record keeping requirements.
- B. Payroll Records: All employees will have a personnel information form on file with the payroll manager. This form will indicate date of employment, job classification, scheduled hours of work, rate per hour or salary, and will be signed by the employee's immediate supervisor, the President and the Payroll manager.
- D. Grievance Procedure: Occasionally, an employee may encounter a problem regarding some aspect of his or her working situation. The YMCA has an established procedure that will encourage you to voice your concerns and will help us to address them. If you have a complaint, please refer to the guidelines in Appendix C.
- E. Employment of Relatives: Immediate family members of a full-time employee will not be employed in any full-time position. Immediate family members of any full-time employee will not be employed on a part-time basis in the same department with the full-time employee. Exceptions may be made with the written approval of the President.

SECTION VI - CONDITIONS ON THE JOB - Continued

- F. Productive Work Environment: It is the policy of the YMCA to promote a productive work environment and not to tolerate verbal or physical conduct by any employee which harasses, disrupts, or interferes with another's work performance or which creates an intimidating, offensive, or hostile environment.
- (1) Employees are expected to act in a positive manner and contribute to a productive work environment that is free from harassing or disruptive activity. No form of harassment will be tolerated and special attention is called to the prohibition of sexual harassment.
 - (2) Each supervisor has a responsibility to maintain the work place free of any form of sexual harassment. No supervisor is to threaten or insinuate, either explicitly or implicitly, that an employee's refusal or willingness to submit to sexual advances will affect the employee's terms or conditions of employment.
 - (3) Other sexually harassing or offensive conduct in the work place, whether committed by supervisors, non-supervisory employees, or non-employees, is also prohibited. Such conduct includes:
 - (a) Sexual flirtations, touching, advances, or propositions;
 - (b) Verbal abuse of a sexual nature;
 - (c) Graphic or suggestive comments about an individual's dress or body;
 - (d) Sexually degrading words to describe an individual; and
 - (e) The display in the work place of sexually suggestive objects or pictures, including nude photographs.
 - (4) Any employee who believes that a supervisor's, another employee's, or non-employee's actions or words constitute unwelcome harassment has a responsibility to report or complain about the situation as soon as possible. Such a report or complaint should be made to the employee's supervisor, or to the department head or the President if the complaint involves the supervisor.
 - (5) Complaints of harassment are to be handled and investigated under the YMCA's grievance policy (see grievance procedure, page 13), unless special procedures are deemed appropriate. Regardless, all complaints of harassment are to be investigated promptly and in as impartial and confidential a manner as possible. Employees are required to cooperate in any investigation. A time resolution of each complaint is to be reached and communicated to the parties involved. Retaliation against any employee for filing a complaint or participating in an investigation is strictly prohibited.
 - (6) Any employee, supervisor, or manager who is found to have engaged in harassment of another employee will be subject to appropriate disciplinary action, depending on the circumstances, up to and including termination.
- G. Physical and Sexual Abuse of Children: All employees are expected to abide by the terms of the Guidelines for ChildCare and Supervision (Appendix A).
- H. Expenses and Allowances: Employees will be reimbursed for reasonable expenses incurred while on business for the YMCA. The rate per mile for the use of personally owned automobiles will be based on local business practices. When possible, employees should use YMCA owned rather than personal vehicles. All requests for reimbursement and/or advances should be documented and approved by the supervisor.
- I. Employee Safety: It is the policy of the YMCA to comply with all applicable federal, state, and local health and safety regulations and to provide a work environment as free as feasible from recognized hazards. Employees are expected to comply with all safety and health requirements whether established by management or by federal, state, or local law.
- J. Licensing & Regulatory Requirements: Certain positions in state licensed and/or regulated programs require periodic medical tests, background checks, and certifications. Job descriptions outline these requirements.

SECTION VII - WAGE & SALARY ADMINISTRATION

- A. Wage & Salary Goal: All employees are paid according to fair and uniform principles and in relation to the contributions they make to the Association's success. Within the capability of the YMCA to do so, employees are paid at a level that compares favorably with salaries paid for services in other comparable organizations.
- B. Wage Administration Program:
- (1) There should be a written updated job description for each position. It includes the following:
 - General Function
 - Know How Required
 - Major Job Segments identifying Essential and Non Essential Functions
 - Accountability and Effect on End Results
 - (2) Salary adjustments are made periodically as finances of the association allow. Salary increases are based on merit and performance of items included in the job description and yearly objectives. Each year an overall average percentage increase for all salaries will be determined based on the budget, inflation, and what comparable institutions are doing. Annually, a schedule for merit increases based on the average percentage will be prepared and distributed.
- C. Variable Compensation Program: Management staff may participate in a variable compensation program with a pool determined annually as a percentage of salary midpoints. Year-end evaluation reflecting performance in overall work, supervisory, and goal attainment will be used to award variable compensation each year. Variable compensation will only be paid to participating management staff who are on the Association's payroll on the date of the award. No pro-rata portions are included in this plan.

SECTION VIII - NON-WAGE BENEFITS

- A. Benefits Goal: The YMCA endeavors to produce a reasonable level of basic protection for the employee and dependents during the earning years and during retirement. The YMCA believes that the payment of supplemental benefits is the responsibility of both the employee and the YMCA.
- B. Eligibility for Benefits: All full-time employees are eligible to enroll at the time of employment. Medical and dental coverage shall be effective first of the month after hire date or on the first of the month if hire date is the first of the month. For the purpose of determining benefits when years of service are the basis for awarding the benefits, continuous full-time permanent YMCA employment in any YMCA will be counted. Years of service are counted from the original date of full-time employment and continue to accrue as long as employment is full-time, continuous and permanent. Any exceptions to the non-wage benefits are made only on the authority of the President.
- C. Provisions for Time Not Worked For Full-Time Employees:
- (1) Vacation: The YMCA believes that vacation time is beneficial to the health and welfare of employees and should be taken each year. All vacation time must have prior approval of the employee's supervisor. Vacation time is accrued for each full calendar month of service from the Date of Employment; earned vacation may be taken after 6 months of continuous employment. The accrual schedule is as follows:
 - During the first three years of employment:.....0.84 days per month.
 - After 3 years of continuous YMCA employment.....1.25 days per month.
 - After 5 years of continuous YMCA employment.....1.67 days per month.

SECTION VIII – NON WAGE BENEFITS - Continued

The above schedule is based on a person working 5 days per week, 8 hours per day - employees whose schedule is different will have their vacation time prorated accordingly. The maximum vacation time accrued is 12 times the monthly rate. Senior Directors will receive an extra 5 days of vacation time per year if they have been employed less than 5 years.

Compensation is not granted in lieu of unused vacation time except at the time of transfer to another YMCA, or upon separation from YMCA employment. Vacation time will not be paid if employment is terminated before six (6) months of continuous employment. Credit for unused vacation is contingent upon the Association's receipt of appropriate termination notice from the employee (exempt 4 weeks, non-exempt 2 weeks.) The Association reserves the right to withhold vacation pay due at the time of termination to satisfy any outstanding financial obligation incurred by the employee with the Association and/or until all Association property is returned.

- (2) Holidays: All exempt and non-exempt full-time employees, except those specifically hired to work holidays, shall receive 10 paid holidays. Official holidays are New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day. Four additional holidays are on a "floating" basis. "Floating Holidays" are available as follows:

Hired before April 30	4 Floating Holidays
Hired April 30 and before June 30	3 Floating Holidays
Hired June 30 and before August 31	2 Floating Holidays
Hired August 31 and before October 31	1 Floating Holiday
Hired October 31 to December 31	0 Floating Holiday

Floating Holidays must have the prior approval of the employee's supervisor, may be grouped in a number not greater than two, and may be attached to a vacation in a number not greater than one. Unused Floating Holidays are not paid when employment is terminated.

Payment for non-exempt employees who work holidays will be paid at the rate of time and a half for the following days and times:

New Year's Day	5:00pm 12/31 through 11:59pm 1/1
Easter Sunday	12:00am through 11:59pm
Memorial Day	12:00am through 11:59pm
July 4 th	12:00am through 11:59pm
Labor Day	12:00am through 11:59pm
Thanksgiving	12:00am through 11:59pm
Christmas	5:00pm 12/24 through 11:59pm 12/25

- (3) Sick Leave and Sick Time

Full Time employees will earn one day per month of sick leave for each full calendar month of service and may accumulate up to 92 days in a sick leave bank. Sick leave may not be used during the notice period of a separation.

Any employee who is out for more than a week due to illness may be required to have a written statement from their physician stating that the employee is capable of returning to work. At the time of termination from employment, an employee shall have no claim for pay in lieu of unused sick leave.

- (4) Personal Leave: Leaves with pay for employees, not exceeding three days in one calendar year, shall be granted, subject to the approval of the President.

- (5) Jury Duty: Employees who are called for jury duty and are not able to work a normal workday, are paid for that day.

SECTION VIII – NON WAGE BENEFITS – Continued

- (6) Military Service: When an employee is called or recalled for active duty, the YMCA grants an official leave of absence without pay. Re-employment rights correspond with those provided by Federal and State laws. Employees who are completing military training by serving in a reserve component in the United States Armed Forces or National Guard may use their vacation time for such training and receive full salary for that period. Employees may take such training duty time other than vacation, if approved in advance by the President, in which case the Association pays the differences between the salary and the amount received from military service.
- (7) Outside Employment: Employees may have employment outside their employment at the YMCA provided that their plans are discussed in advance with the President to assure that such employment would not put the employee in the position of conflict of interest for the YMCA, or interfere with their ability to do their job.
- (8) Consulting Services: Employees are permitted to provide consulting services to other YMCAs and kindred organizations with goals and objectives similar to that of the YMCA, upon prior approval from the President. Employees providing these services shall not receive compensation above and beyond their salary from the YMCA of Northern Middlesex County, Inc.

D. Provisions for Income Supplement:

- (1) Retirement: As an employee of the Northern Middlesex YMCA, upon completion of eligibility requirements, you must participate in the YMCA Retirement Fund Retirement Plan as a mandatory condition of employment. The Plan provides retirement and other benefits for YMCA employees and their designated beneficiaries. All of the staff at our YMCA become eligible to participate in the Plan when they are age 21 or older and have completed 1,000 hours of service within each of any two years, beginning with their date of hire or anniversary date. These two years are not required to be consecutive. After these enrollment requirements have been met, you will be enrolled on the first of the month following your Anniversary Date or on the first of the month if Anniversary Date is the first of the month or on the first day of the month after you turn age 21. The employee contributes 5% of his gross salary and the Association pays 7% into the Fund. The YMCA reserves the right to amend its participation in the Plan at any time within the terms and conditions set by the YMCA, the Plan and the YMCA Retirement Fund.

Since our YMCA participates in the YMCA Retirement Plan, any employee of our YMCA may immediately participate in the YMCA Retirement Fund Tax-Deferred Savings Plan by opening a Tax-Deferred Savings Account regardless of their age, length of service or hours worked. They may also roll in money from an eligible plan or IRA.

- (2) Medical Plan: The Association maintains a contract to provide basic health, major medical and dental coverage for all full-time employees and their dependents. Employees wishing this coverage will pay a portion of the premium for themselves and their dependents.
- (3) Group Life and Accidental Death and Dismemberment: The Association will make provisions for the protection of all full-time employees, who work 35 hours or more per week, through group life, accidental death and dismemberment insurance.
- (4) Full-Time Employees who do not carry medical benefits with the YMCA will be reimbursed for out of pocket medical payments not covered by another medical insurance plan on the same schedule as provided to employees enrolled in the Health Reimbursement Arrangement Medical Plan.

Details of participation in these programs and the sharing of cost between employee and the YMCA should be discussed with the Human Resources Administrative Assistant.

SECTION VIII – NON WAGE BENEFITS – Continued

E. Provisions for Other Coverage:

- (1) Tax Deferred Savings Plan: A Tax-Deferred Savings Account is available to all employees.
- (2) Credit Union: is available to those employees who desire to join.
- (5) Professional Society Dues: Partial payment of membership dues and related expenses in the Association of Professional Directors in the YMCA and APD subsidiaries.
- (4) YMCA Membership and Program Opportunities: All exempt and full-time employees and dependent members of their families, as well as former Exempt Employees with at least 10 years of YMCA employment, living in the area, will be granted membership privileges, including the Fitness Plus Center. Part-time staff will be eligible for family membership benefits at the conclusion of a successful probationary period.

Using the Staff Discount Voucher Exempt employees and dependent members of their families shall receive a 75% discount when enrolling in programs with no annual limit in discount value. Full-time employees and dependent members of their families shall receive a 75% discount when enrolling in programs with an annual limit of \$750 in discount value. Part-time employees will receive a 25% discount when enrolling in programs with an annual limit of \$500 in discount value.

Exempt and full-time employees that do not have eligible dependents can receive a 75% discount with an annual limit of \$750 in discount value when enrolling immediate or extended family (parents, adult children, grandchildren, siblings, nieces and nephews). The discounts apply to all programs except the Ingersoll Center For Children, the Schwarz Men's Residence and Personal Training. The Fitness Plus Center is considered a program.

Exempt and full-time employees and eligible dependent members of their families will receive 50% off premium camp programs, one per child per summer (extended family members will receive 50% off premium camp programs, one per child per summer). Part-time employees will receive one premium camp program per summer at a discount of 25% for an eligible dependent family member. For Aquatic classes all exempt, full-time and part-time employees and eligible dependent members of their families must register the second week of registration at the Front Desk. Online registration is for full paying participants only.

SECTION IX - STAFF AND CAREER DEVELOPMENT

A. Staff Development:

The President of the Association is responsible for staff development. Each member of staff, exempt and non-exempt shall be encouraged and assisted by the Association to further his or her growth through academic study or by such other means as will contribute to further service and not be in conflict with assigned duties. To this end a consultation between each staff member and his or her supervisor should be least annually to plan the employee's development program.

Payment of fees and other expenses related to individual growth experiences shall be made available to full-time permanent employees when approved by the supervisor and the President when such plans:

- (1) Are submitted in advance for approval;
- (2) Are deemed to be of special or needed benefit to the individual's career development with the organization;
- (3) Will not interfere with the satisfactory discharge of responsibilities;
- (4) Are included in the department's budget. Payment is dependent on the employee's satisfactory completion of the program.

SECTION IX - STAFF AND CAREER DEVELOPMENT – Continued

B. Training and Career Development:

- (1) Career Development programs sponsored by the National Council of YMCAs including full payment of tuition, fees, travel and room and board.
- (2) Graduate and undergraduate education by an approved academic institution for course work applicable to the employee's job duties according to the following terms and pre-authorized by the President:
 - Staff employed a minimum of twenty hours weekly by a single department will receive reimbursement up to \$500 annually upon proof of course completion with a minimum grade of "B" for undergraduate work and "B" for graduate work.
 - Staff employed a minimum of thirty-five hours weekly by a single department, will receive reimbursement up to \$1,000 annually based upon proof of course completion with a minimum grade of "B" for undergraduate work and "B" for graduate work.
- (3) Workshops, Seminars and Conferences - full payment of tuition, registration, fees, travel and room and board when such events are a direct benefit to the employee's job and career development.
- (4) Hourly employees will get paid for time necessary to attend employee meetings; they will not get paid for time necessary for conference and training events outside the building - unless they are scheduled to work during that time.

SECTION X - LEAVE OF ABSENCE

There are occasions when the best interest of the YMCA and/or the full time employee, are served by retaining an employee on the Association's rolls during an absence from work. Any such absence should not result in a significant additional expense or disruption of YMCA operation. Situations where absences may be approved and details of these provisions follow:

- A. Short Leave: Leave of absence up to twenty working days without pay may be granted with prior approval of the President. Benefits may be continued during the leave at the YMCA's expense.
- B. Extended Leave of Absence: Extended leaves of absence without pay may be granted for circumstances such as maternity leave, education and other unusual situations, for employees who have had a minimum of one full year time service. The President must give prior approval. An extended leave shall not exceed a maximum of six months from the last day of regular work. Requests for longer leaves of absence that exceed six months will be granted only in exceptional situations and must have the prior approval of the President. Benefits may be continued during the leave for six months.
- C. Family Leave: If you wish to take time off in order to care for your newborn or newly adopted child, or care for a seriously ill member of your immediate family, you may request an unpaid leave of absence for that purpose. Upon your return you are guaranteed reinstatement or another job equivalent in salary range and benefits, provided that business conditions have not necessitated any organizational changes. The following conditions apply to family leave:
 - (1) To qualify, you must have worked at least 1000 hours in the 12 months prior to your request;
 - (2) The leave may not exceed 16 weeks in any two (2) year period;
 - (3) Such leave is unpaid. You may, however, use any available vacation or personal time in conjunction with the leave;
 - (4) Continuation of your benefits coverage during this leave is contingent upon your timely payment of contributory insurance premiums;
 - (5) Serious illness is defined as debilitating physical or mental illness which requires professional in-patient care or outpatient care necessitating continuing treatment or supervision by a recognized health care provider.

SECTION XI - SEPARATIONS

The term "separation" shall refer to any and all terminations. All accrued vacation pay, subject to the limitations in Section VIII C, will be paid regardless of the type of separation. For the sake of consistency, categories of separations will be as follows:

- A. Resignation: A voluntary choice, freely made by the employee for whatever reason. An exempt employee is requested to give a minimum of thirty (30) days notice of resignation. A non-exempt employee is requested to give a minimum of two weeks notice of resignation.
- B. Retirement: To be consistent with Federal and State policy.
- C. Reduction in Work Force: A reduction in the work force refers to those terminations imposed by the Association of economic necessity, reorganization or other reasons requiring a reduction in the number of employees. Seniority and performance will be a major consideration when reduction in work force brings about termination.
- D. Restatement of Job Responsibilities: A restructure of job description demanded by operational or program changes. Separation of any employee because of a reduction in work force or restatement of job responsibilities may take place on thirty (30) days written notice by the employer.

Job and Career Counseling: When a reduction of work force or restatement of job responsibilities occurs, all employees involved will be given the opportunity of job and career counseling.

- E. Discharge: In all cases of discharge, the employee shall be given the opportunity to have an exit interview with the President to review the specific reason for the discharge. Discharge may result from the following:
 - (1) For Cause: A single act of willful misconduct, which seriously endangers the life, safety or property of the YMCA, its members, employees or general public. Prior to discharge for "Cause", an employee will be suspended. He may be suspended by his immediate supervisor, the Department Head, or the President. There will be no obligation for further pay as long as the suspension is in force.
 - (2) Repeated Willful Misconduct: More than one intentional act in disregard of the YMCA's interests within a year.
 - (3) Unsatisfactory Performance: Which is the inability to meet performance standards, failure to complete assigned tasks, non-compliance of work rules. Separation of an exempt employee may take place on thirty (30) days notice, and a non-exempt employee on two (2) weeks' notice, by the Association.

PROGRESSIVE DISCIPLINE: Performance problems are dealt with in a positive manner with the expectation of providing an appropriate resolution as quickly as possible. In most cases, problems can be resolved through added training or simply open discussion. When this is not adequate, the supervisor and employee will engage in a more formalized procedure:

- (a) Verbal Warning: if the problem persists, the employee will receive a verbal warning
- (b) Written Warning: at this stage, if all else has failed, we begin written documentation of the problem and prior attempts at resolution. If the problem persists the employee may be discharged for either repeated willful misconduct or unsatisfactory performance.

A P P E N D I X A

GUIDELINES FOR CHILD CARE AND SUPERVISION

Staff Recruitment

Reference checks on all prospective employees and program volunteers will be conducted, prior to employment. Criminal conviction record checks will also be conducted by the state police, immediately following employment.

Training

All new youth care staff and volunteers must participate in an orientation program including materials explaining YMCA policies, procedures and regulations. They should be aware of legal requirements and, by their signature, acknowledge having received and read the Connecticut State Statutes on Child Abuse, with responsibility of reporting any violations thereof.

Supervision

Administrative staff supervising programs involving the care of children will make unannounced visits to each program site to assure that standards, policies, program quality and performance of staff are being maintained.

Staff Relationships With Children

- (1) YMCA staff and volunteers will not discipline children by use of physical punishment or by failing to provide the necessities of care, such as food and shelter.
- (2) YMCA staff and volunteers will not verbally or emotionally abuse or punish children.
- (3) A badge/name tag or uniform that is familiar to the children with whom they work will identify staff and volunteers providing direct care for preschool children.
- (4) Staff and volunteers should notify their program director of any signs of injury or suspected child abuse. It is the responsibility of the program director to file a written report and notify the President.

Responsibilities to Parents

- (1) Parents will be informed about their child's progress, name of program instructor (s) and any concerns about their health and social development of their child.
- (2) Parents may visit program sites at reasonable times to observe the children. Any parent desiring to visit a site shall contact the program director in charge to set up a convenient time. If arriving unannounced, they shall check in with the program director on site.
- (3) YMCA staff will, under no circumstances, release children to anyone other than the authorized parent(s), guardian(s) or to an individual authorized by parent/guardian in writing, including relatives of children.
- (4) No staff shall have extra contact with a child outside of class period without explicit knowledge of the parent, guardian, and/or the President.

Reporting Procedures

- (1) Suspicion of child abuse should be reported to the immediate supervisor who will then inform the program director.
- (2) The YMCA staff will be familiar with and follow the reporting procedure prescribed by the local law enforcement body, within the required time period.
- (3) The designated program director receiving the initial report is responsible for confirming the facts reported on the same day the report is received.
- (4) In the event the reported incident involves a YMCA staff person or program volunteer, the President should, without exception, suspend the person from all activities involving the supervision of children, pending an investigation.
- (5) Regardless of the circumstances of the alleged incident, if an employee is involved, it will be considered as job related and affecting job performance.
- (6) Reinstatement of a staff person or program volunteer will occur only after all allegations have been cleared to the satisfaction of the YMCA executive and the investigating agency.
- (7) All staff and volunteers will maintain the confidentiality of the report and will discuss pertinent matters with the appropriate YMCA Director.
- (8) Staff and volunteers shall not contact children or parents involved in an alleged child abuse incident.

A P P E N D I X B

DEFINITION OF DEPENDENTS - YMCA MEMBERSHIP AND PROGRAM OPPORTUNITIES

The term "dependent" refers to the following relatives of an employee.

- A. The lawful spouse.
- B. An unmarried child, who is less than nineteen years of age, is not employed on a regular full-time basis and is chiefly dependent upon the employee for support and maintenance.
- C. An unmarried child who is between the ages of 19 and 26, who is a full-time student and who is chiefly dependent upon the employee for support and maintenance.
- D. An unmarried child regardless of age who is incapable of self-sustaining employment by reason of mental retardation or physical handicap, who became incapable prior to attainment of age 19 (or age 26, if a full-time student when handicapped) and who is chiefly dependent upon the employee for support and maintenance.

"Child" includes stepchild, adopted child and foster child.

*Dependent children are not eligible for Health Center privileges.

A P P E N D I X C

GRIEVANCE PROCEDURE

1. Meet with your supervisor and discuss your concerns with him or her. In many cases, a candid, face-to-face discussion will be all that is needed to resolve the problem. Your supervisor will listen to your concerns and will make a concerted effort to facilitate a mutually satisfactory resolution.
2. If the situation makes it difficult for you to address your concerns to your immediate supervisor, feel free to contact HR Director, or her designee.
3. If your attempts to resolve the situation through discussion prove unsuccessful, fill out a formal complaint form, which may be found on page 2 of Appendix C. Senior management will carefully review your written statement, and a written response will be forwarded to you within seven days of your complaint filing date.
4. Be assured that you may seek redress regarding complaints all the way to the highest levels of management. You should never suppress a complaint for fear of penalty, prejudice, or retribution. All complaints will be handled in the strictest confidence, and every effort will be made to resolve the situation to your satisfaction.
5. Additional option for filing a grievance/complaint:
 - Ethics Point -- The goal with this new program is to give you a tool to communicate issues and concerns associated with unethical or illegal activities safely and honestly with the YMCA's management or the board of directors while maintaining your anonymity and confidentiality. To file a concern you may either call **866-384-4277**...OR...via the internet at www.ethicspoint.com, click on "file a report" at the top of the page and then follow directions on the screen. This is your anonymous, confidential hotline for concerns, please feel free to use it when needed.



ethics·point
integrity at work

EMPLOYEE COMPLAINT FORM

Employee: _____

Date: _____

Department: _____

EXPLANATION OF COMPLAINT:

DESIRED OUTCOME:

Person Making the Complaint

Date

Receipt Acknowledged: _____

Date