



**BOYS & GIRLS CLUBS**  
OF CENTRAL SONOMA COUNTY

May 2017

WELCOME TO BOYS & GIRLS CLUBS OF CENTRAL SONOMA COUNTY!

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Thanks for joining the team at Boys & Girls Clubs of Central Sonoma County!

Starting a new job is exciting, and there is a lot to learn. This *Employee Handbook* has been developed to help you adjust to your new job and answer many of your initial questions.

Our mission is to inspire and enable all young people, especially those who need us most, to realize their full potential as productive, responsible and caring citizens. It is our vision to serve as many young people as we can and provide them with a safe place to learn and grow, ongoing relationships with caring, trained adult professionals, and life-enhancing programs and character development experiences.

In order to achieve our goal, we need caring, hard-working, professional employees who are dedicated to making a difference. We know that this requires effort from our entire team. That is why we value each and every one of our employees.

This *Employee Handbook* explains our personnel policies and benefits, as well as the specific opportunities and responsibilities that exist for you within our organization. In an effort to respond to the needs of a growing organization, changes or additions to this Handbook will be made when necessary. We are glad you have joined our team and we hope you'll find your work to be both challenging and rewarding.

Sincerely,



Jennifer Weiss  
Chief Executive Officer

**EMPLOYMENT POLICIES**

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**OUR EMPLOYEE RELATIONS PHILOSOPHY**

Boys & Girls Clubs of Central Sonoma County (“BGCCSC” or “the Club”) is committed to providing the best possible climate for maximum development and achievement of goals for all of our employees. Our practice has always been to treat each employee as an individual. We have always sought to develop a spirit of teamwork: individuals working together to attain a common goal. We firmly believe that by communicating with each other directly we can continue to resolve any difficulties that may arise and develop mutually beneficial relationships.

**ABOUT THIS HANDBOOK**

All previously issued handbooks and any inconsistent policy statements — verbal or written — are superseded by this Handbook. Except for the employment-at-will policy, the Club reserves the right to revise, delete or add to any and all policies, procedures, work rules or benefits stated in this handbook. All such revisions, deletions or additions will be in writing and must be signed by the Chief Executive Officer of the Club. No verbal statements or representations can change or alter the provisions of this Handbook. Not all Club policies and procedures are set forth in this handbook. We have summarized only some of the more important ones. If you have any questions or concerns about this handbook or any other policy or procedure, please ask your supervisor or the Chief Executive Officer.

**EMPLOYMENT AT BGCCSC IS AT-WILL**

Employment at BGCCSC is at-will. This means your employment with BGCCSC is voluntarily entered into and you are free to resign at any time. Similarly, your employment may be terminated for any or no reason, with or without cause or notice, at any time by you or the Club. Nothing in this Handbook or in any other document or verbal statement shall limit the right to terminate employment at will.

**EQUAL EMPLOYMENT PRACTICES**

BGCCSC is an equal opportunity employer and makes employment decisions on the basis of merit. In accordance with applicable law, the Club prohibits discrimination or harassment based on race, color, religion, creed, sex, marital status, age, national origin or ancestry, physical or mental disability, medical condition, veteran status, sexual orientation, gender identity or expression, genetic characteristic or any other consideration protected by federal, state or local laws. All such discrimination or harassment is unlawful and will not be tolerated. The Club's commitment to equal opportunity employment applies to all persons involved in the operations of the Club and prohibits unlawful discrimination by any employee of the Club, including supervisors and coworkers.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with disabilities, BGCCSC will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result. Any employee who requires an accommodation in order to perform the essential functions of the job should contact the HR Manager or Chief Executive Officer and request such an accommodation. The Club will work with the disabled employee to determine and implement accommodation(s) to the extent that it does not pose an undue hardship or a direct threat to health and safety.

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**HARASSMENT/RETALIATION PREVENTION POLICY AND COMPLAINT PROCEDURE**

As mentioned above, and in accordance with applicable law, the Club will not tolerate any harassment or discrimination at any time. If you believe you have been subjected to any form of unlawful discrimination or harassment by an employee of the Club or any third party, or if you are aware of an incident of discrimination involving another employee, please contact your supervisor. Your report should be specific and in writing, if possible, and should include the names of the individuals involved and the names of any witnesses. The Club will investigate promptly and work to resolve the situation. The investigation will be completed and a determination made and communicated to you as soon as practical. The Club will endeavor to protect the privacy and confidentiality of all parties involved to the extent possible consistent with a thorough investigation.

Sexual harassment includes, but is not limited to, making unwanted sexual advances and requests for sexual favors where either:

1. submission to such conduct is made an explicit or implicit term or condition of employment; or
2. submission to or rejection of such conduct by an individual is used as the basis of employment decisions affecting such individual; or
3. such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Conduct that is considered harassment may include: verbal conduct such as propositions, threats, epithets, obscene letters, derogatory comments, or slurs; visual conduct such as derogatory or suggestive posters, cartoons, e-mails, drawings or gestures; physical conduct such as assault, unwanted touching, or blocking normal movement.

If the Club determines that harassment has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined by the Club to be responsible for harassment will be subject to appropriate disciplinary action, up to and including termination. Club policy and applicable law also prohibits retaliation against any employee by another employee or by the Club for reporting, filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by the Club or a federal or state enforcement agency. Please report any retaliation to your Supervisor or Chief Executive Officer. Any report of retaliatory conduct will be immediately, objectively, and thoroughly investigated in accordance with the Club's investigation procedure outlined above. If a report of retaliation is substantiated, appropriate disciplinary action, up to and including discharge, will be taken. An employee who engages in harassment may be held personally liable for monetary damages. The Club will not pay damages assessed personally against an employee.

The Federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing investigate and prosecute complaints of prohibited harassment in employment. If you believe you have been harassed or discriminated against or that you have been retaliated against for resisting or complaining, you may file a complaint with the appropriate agency in addition to exhausting the above complaint procedure. The contact information for these agencies is listed on the Internet or in the phone directory.

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**ISSUE RESOLUTION**

At some time during your employment, you may have a concern or question about your job. We ask that you take your concerns first to your supervisor, following these steps: Within a week of the occurrence, bring the situation to the attention of your immediate supervisor so that they may investigate and provide a solution or explanation.

If the problem is not resolved, you may put it in writing and present it to the Chief Executive Officer, who will investigate and provide a solution or explanation only after confirming that you have gone directly to the parties involved and your supervisor first. It is recommended that you bring this matter to the Chief Executive Officer as soon as possible after you believe that your immediate supervisor has not resolved the matter. The Chief Executive Officer's is the final word. S/he will determine whether that involvement is warranted. This procedure, which we believe is important for both you and BGCCSC, cannot result in every problem being resolved to your satisfaction. However, the Club values your input and you should feel free to raise issues of concern without fear of retaliation.

**EMPLOYMENT PRACTICES AND PROCEDURES**

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**EMPLOYEE CLASSIFICATIONS**

**EXEMPT** - Exempt employees are those whose job assignments meet the federal and state requirements for overtime exemption. Exempt employees are compensated on a salary basis and are not eligible for overtime pay. Generally, executive, administrative, professional and certain sales employees who are full-time are overtime exempt. Your supervisor will inform you if your status is exempt.

**NONEXEMPT** – Nonexempt employees are eligible for overtime in accordance with state and federal law.

**FULL-TIME** - Full-time employees are those who are scheduled to and do work at least 30 hours per week for the entire year. Full-time employees will be assigned a work schedule in advance and will be salaried, exempt or non-exempt, depending on duties. Your supervisor will inform you of your status. Full-time employees are eligible for employee benefits.

**PART-TIME** - Part-time employees are those who are scheduled to and perform work less than an average of 30 hours per week for the entire year. Part-time employees may be assigned a work schedule in advance or may work on an as-needed basis. Part-time employees are not eligible for most Club-provided benefits and are not paid for holidays (unless they work those days), nor do they earn vacation. However, if a part-time employee has been employed for over one year and works over 1,000 hours in a calendar year, that employee will become eligible for Retirement Benefits.

**TEMPORARY** - Temporary employees are those who are hired for short periods of time or on a fill-in basis for an absent employee are considered temporary or on-call. Temporary employees are not eligible for Club-provided employee benefits, except as required by applicable law, and may be classified as exempt or non-exempt on the basis of job duties and compensation. These positions are not necessarily intended to be a part of our continuing operations.

**INACTIVE** - Inactive employees do not earn paid time off, vacation or sick leave. Inactive status includes, but is not limited to, unpaid leaves of absence, periods of work-related disability, and other periods of non-work related disability.

**BACKGROUND CHECKS**

BGCCSC recognizes the importance of maintaining a safe workplace with employees who are honest, trustworthy, qualified, reliable, and nonviolent, and who do not present a risk of serious harm to our members or their co-workers. All hiring is pending a satisfactory background check which will be done through LiveScan fingerprinting or First Advantage background checks. The Club will not employ anyone who has a conviction relating to any harm done to another individual. Other convictions are subject to the management determining that the employee's history indicates that they are/have been a positive role model to our members. The Club reserves the right to investigate an individual's prior employment history, personal references, and educational background, as well as other relevant information. Consistent with legal requirements, the Club also reserves the right to obtain and to review an applicant's or an employee's credit report, criminal history, and other relevant information, and to use such information when making employment decisions.

BGCCSC receives Subsequent Arrest Notifications from the California Department of Justice on all applicants fingerprinted for the duration of their employment with BGCCSC. Arrests and/or convictions

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that occur during employment are subject to the same management review as those discovered during the hiring process. Convictions for offenses involving harm to another individual are grounds for immediate termination. If you are arrested during your employment with BGCCSC you are encouraged to notify the HR Manager as soon as possible.

### **IMMIGRATION COMPLIANCE**

BGCCSC will comply with applicable immigration law, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990. As a condition of employment, every individual must provide satisfactory evidence of his or her identity and legal authority to work in the United States sufficient to complete an I-9 Form. The most common forms of identification are a driver's license and social security card; however other documents can be used.

### **RELATIVES AND INTIMATE RELATIONSHIPS AT WORK**

A familial or intimate relationship among employees can create an actual or at least potential or perceived conflict of interest in the employment setting, especially where one relative, spouse, partner, etc. supervises another relative, spouse, partner, etc. Thus no one in a family or intimate relationship will be allowed to be in a supervisory/reporting relationship. If the supervisor suspects a relationship may develop, it is the responsibility of the supervisor to notify management immediately so that one person can be reassigned.

### **JOB DUTIES**

When you are hired or begin a new position, your supervisor will explain your job responsibilities. Because flexibility is necessary, your job responsibilities may change at any time during your employment, with or without notice. In addition to your regularly assigned job responsibilities and duties, from time to time you may be asked to work on special projects or to assist with other work important to the operation of your department or the Club. Your cooperation and assistance in performing additional work is expected.

### **WORKING HOURS AND SCHEDULES**

The administrative offices of BGCCSC are normally open for business from 8:00 a.m. to 5:00 p.m., Monday through Friday. Program hours at each site will vary through the year. Your supervisor will assign your individual work schedule. All employees are expected to be at their workstation at the start of their scheduled shift, ready to perform their work. If you must be tardy or absent, you must inform your supervisor in advance of your shift. Failure to do so may result in disciplinary action, including termination. You may not seek another employee to cover your shift without approval from your supervisor.

Eligible employees are provided with an unpaid thirty-minute meal period, to be taken approximately in the middle of the workday. Employees are allowed paid ten-minute rest periods for each four hours of work or major portion thereof. Your supervisor will schedule your meal and rest breaks.

California law states that all employees working over five hours must receive a meal period of at least 30 minutes. Exceptions are: a) If an employee does not work more than six hours per day, they may voluntarily agree with their employer to waive their right to a meal period; b) An employee can enter into a written agreement with their employer for an on-duty meal period that is counted as time worked. Such an on-duty meal period is only permissible when the nature of the work prevents the employee from being relieved of all duty and the employee and employer agree in writing to an on-the-job meal period, and the employee is paid for the meal period.

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**OVERTIME**

As necessary, employees may be required to work overtime. All overtime work must be authorized by a supervisor in writing and signed by the Chief Executive Officer prior to work being performed. The Club provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law. Exempt employees are expected to work as much of each work day as is necessary to complete their job responsibilities. No overtime or additional compensation is provided to exempt employees. An employee may not choose to work longer than their scheduled work day without the required approvals. Such a decision will be considered insubordinate and will be subject to disciplinary action.

**TIMEKEEPING PROCEDURES**

All non-exempt employees are required to record time worked for payroll purposes. Each employee is issued a time card and is responsible for signing in and out on a daily basis, including in and out for any unpaid meal period. Any changes to the time card must be approved and initialed by a supervisor. Clocking in for another employee or allowing another employee to clock in for you is prohibited and may result in disciplinary action, up to and including termination of employment. Exempt employees may also be required to record their time worked and report absence from work due to vacation, sick leave, etc.

**YOUR PAY**

Paychecks are distributed at each Club site every other Friday based on an annual schedule that is presented to new hires during orientation and is attached to the final paycheck in December. If these dates fall on a holiday, then your paycheck will be available on the closest business day. If there is an error in your check, please report it immediately to your supervisor or HR Manager.

Direct deposit is available to all employees and strongly encouraged.

No one other than the employee to whom the check is written will be allowed to pick up a paycheck unless written authorization has been given for another person to do so.

The Club does not permit advances against paychecks or against un-accrued vacation.

**PERFORMANCE APPRAISAL**

You will receive an annual performance appraisal around November of every year, or at the time of promotion. It is at this point that any pay reviews will occur. In addition, your supervisor will periodically review your performance and discuss this review with you. The frequency of performance appraisals may vary depending upon, among other things, length of service, job position, past performance, changes in job duties or recurring performance problems.

Your performance appraisal will include a review of the quality and quantity of the work you perform, your knowledge of your job, your initiative, your work attitude and your attitude toward others. The performance appraisal should help you become aware of the progress you are making, the areas in which you need to improve, and objectives or goals for future work performance. Positive performance appraisals do not guarantee increases in rate of pay or promotions. Pay increases and promotions are solely within the discretion of the Club and depend on many factors in addition to your individual performance.

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## **PROMOTIONS AND TRANSFERS**

We believe that career advancement is rewarding for both the employee and our organization. Qualified employees will be considered for promotion or transfer to new or vacated positions. Job openings will be posted in-house and externally. If you are interested in applying for one of these positions, you should notify your supervisor.

## **PERSONNEL RECORDS**

The information recorded in your personnel file is extremely important. Make sure that the personal data in the file is accurate and up to date. Report any change of address, phone number, marital or domestic partner status, number of allowances for withholding tax purposes, person to notify in case of emergency, etc. to Human Resources immediately.

As an employee of BGCCSC you may inspect your personnel file, as provided by law, in the presence of a Club or administration representative at a mutually convenient time. No copies of documents in your file may be made, with the exception of documents which you have previously signed. You may add your version of any disputed item to the file.

BGCCSC will restrict disclosure of your personnel file to authorized individuals within the Club. Any request for information from personnel files must be directed to and approved by the Chief Executive Officer or HR Manager. Only the HR Department is authorized to release information about current or former employees. Disclosure of personnel information to outside sources will be limited, however the Club will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting investigations.

## **VOLUNTARY TERMINATIONS**

If you decide to leave your employment with BGCCSC, we ask that you give us at least two weeks written notice. This will give us the opportunity to make the necessary adjustments in our operation. All Club-owned property (e.g. computers, vehicles, keys, passwords, uniforms, identification badges, credit cards) must be returned at the time of termination. We ask you to submit a Termination Notice which will be provided to you by your supervisor on request.

## **REDUCTIONS IN FORCE**

While the Club hopes to continue growing and providing employment opportunities, changes in business conditions and other factors can create a need to restructure or reduce the number of people employed. In determining which employees will be subject to layoff, the Club may take into account, among other things, operational requirements, the skill, productivity, ability and past performance of those involved, and also, where feasible, length of service. Ultimately, however, the Club has the sole discretion to determine which employees will be selected for layoff.

## **REFERENCES**

All requests for references must be directed to the HR Manager. No other manager, supervisor or employee is authorized to release references for current or former employees. The Club's policy as to references for former employees is to disclose only the dates of employment and the title of the last position held. If you authorize disclosure in writing, the Club will also provide a prospective employer with information on the amount of the salary or wage you last earned.

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## **EMPLOYEE BENEFITS**

### **STATUTORY OR MANDATED BENEFITS AVAILABLE TO ALL EMPLOYEES:**

#### **SOCIAL SECURITY**

Social Security is an important part of every employee's retirement benefit. The Club pays a matching contribution to each employee's Social Security taxes.

#### **UNEMPLOYMENT COMPENSATION**

The Club contributes to the Unemployment Insurance Fund on behalf of its employees. In the event your employment with the Club ends, you may be entitled to benefits in accordance with this Fund. Further information regarding unemployment insurance benefits is available from the EDD at [www.edd.ca.gov/](http://www.edd.ca.gov/)

#### **DISABILITY INSURANCE (SDI)**

You are covered by California State Disability Insurance (SDI). SDI may be payable when you cannot work because of illness or injury not caused by employment at the Club. SDI is a partial wage replacement insurance plan for California workers administered by the Employment Development Department (EDD). SDI provides benefits to eligible workers who are unable to work for more than seven workdays due to a disability. Benefits are paid directly by the EDD. Specific rules and regulations governing disability insurance are available from the EDD at [www.edd.ca.gov/](http://www.edd.ca.gov/).

#### **PAID FAMILY MEDICAL LEAVE (PFL)**

PFL is a partial wage replacement insurance plan administered by the EDD for eligible workers who have absences longer than seven workdays related to care of a family member, or bonding with a new child. Benefits are paid directly by the EDD. Specific rules and regulations governing paid family leave are available from the HR Manager or the EDD at [www.edd.ca.gov/](http://www.edd.ca.gov/).

#### **WORKERS' COMPENSATION**

At no cost to you, you are protected by Workers' Compensation Insurance while an employee at the Club. The policy covers you in case of occupational injury or illness by providing, among other things, medical care, and temporary and permanent disability benefits. To ensure that you receive any workers' compensation benefits to which you may be entitled, you will need to:

1. Immediately report any work-related injury to you supervisor.
  2. Complete a written Employee's Claim Form and return it to the HR Manager
  3. Seek medical treatment and follow-up care if required.
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The Club is required by law to notify the workers' compensation insurance company of any concerns of false or fraudulent claims. Any person who makes or causes to be made any knowingly false or fraudulent material statement or material misrepresentation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony. Violation of this law is punishable by imprisonment for one to five years, or by a fine not exceeding Fifty Thousand Dollars (\$50,000.00), or double the value of the fraud, whichever is greater, or both.

### **BENEFIT DISCLAIMER**

The Club has established a number of employee benefit programs for its eligible employees. This handbook provides brief summaries of the key features of the benefits programs but does not restate all of the features of these benefit programs. Additional terms, conditions, and limitations regarding program eligibility and benefit entitlement often exist. For that reason, every employee should consult the official plan documents for complete information regarding each benefit program. In the case of an actual or apparent conflict between the benefit summaries set forth in the handbook and the terms of the plan documents, the provisions of the official plan documents shall control.

In addition, while it is the Club's present intention to continue these benefits, the Club reserves the rights to modify, curtail, reduce or eliminate any benefit, in whole or in part, either with or without notice. We recognize our responsibility to provide you reasonable notice of all material changes that may affect you.

### **BENEFITS AVAILABLE TO ALL STAFF**

#### **SICK TIME OFF**

The Club offers paid sick time off to help protect your income when you cannot work due to an illness or injury. Appropriate uses of sick leave are for illnesses or health appointments for you or your immediate family (spouse, child, parent, domestic partner, child of domestic partner). Sick leave is not for "personal" absences. Do not abuse your sick leave privilege. While partial-day sick time is permitted, a minimum of 2 hours must be used. Non-exempt employees who take time off due to illness or injury of less than two (2) hours may be docked for time off without pay.

The Club offers paid sick leave to full-time and part-time employees.

Full-time employees accrue 8 paid sick leave days per year. Sick leave accrues to a maximum of 12 days. Once the maximum amount has been accrued, no further sick leave will accrue until previously accrued sick leave is used. You will not be compensated for unused sick leave at the end of your employment.

Full time employees are eligible to use sick time as soon as it has been earned.

Part-time employees accrue one hour of sick leave for every 30 hours worked. Sick leave accrues to a maximum of 48 hours. Part time employees may use 24 hours of sick time in an employment year. Once the maximum amount has been accrued, no further sick leave will accrue until previously accrued sick leave is used. You will not be compensated for unused sick leave at the end of your employment.

Part-time employees are eligible to use sick time after 90 days of employment.

It is your responsibility to apply for any disability benefits for which you may be eligible as a result of illness or disability of yourself or an immediate family member, including California State Disability Insurance (SDI), Paid Family Leave (PFL) workers' compensation insurance, and/or any other disability

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insurance benefits. Your sick leave benefits will be fully integrated with other benefits available to you such that at no time will you be paid more than your regular compensation.

Employees will not accrue sick leave during unpaid leaves of absence.

**BENEFITS AVAILABLE TO STAFF WORKING OVER 1,000 HOURS YEARLY (AFTER INITIAL YEAR OF EMPLOYMENT)**

**RETIREMENT PLAN**

BGCCSC offers a 401K Retirement Plan that matches up to 5% of gross wages deferred by the employee to the plan. Employees may qualify for Retirement Benefits after 1 year of employment. To qualify, total hours worked in a calendar year must exceed 1,000.

**BENEFITS AVAILABLE TO FULL TIME STAFF**

**INSURANCE BENEFITS**

**MEDICAL AND DENTAL INSURANCE**

Comprehensive health and dental plans are available to all Club employees who meet eligibility requirements and opt into the plans. Employees are eligible for medical and dental insurance coverage on the first of the month following completion of 60 days of employment. Consult the Summary Plan Descriptions for more information about the plans which range from fully paid to share of cost, depending on the specific plans chosen by the employee.

**LIFE INSURANCE**

A life insurance plan is provided to all eligible employees on the first day of the month following 90 days of employment. The Club will pay 100% of the premium.

**LONG TERM DISABILITY**

A long-term disability insurance plan is provided to all eligible employees on the first day of the month following 90 days of employment. The Club will pay 100% of the premium.

**HOLIDAYS**

BGCCSC provides up to thirteen paid holidays per year to eligible employees. The holiday schedule for each year will be attached to your final paycheck of the year or given to you at your orientation. Generally, the holidays that we observe are:

New Years' Eve & New Year's Day  
Presidents' Day  
Memorial Day  
Independence Day

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Labor Day  
Thanksgiving Day and the day after  
The week of or following Christmas

To be eligible for holiday pay, you must be an eligible employee regularly scheduled to work on the day on which the holiday falls and must work your scheduled working day immediately preceding and the scheduled working day immediately following the holiday, unless the absence(s) is (are) approved in advance by your supervisor. If a holiday occurs during your vacation period, you will be granted one additional day of vacation, to be taken at a time approved in advance by your supervisor. Holiday pay is not counted for the purpose of calculating an employee's overtime hours of work or overtime premiums. Holiday pay is calculated based on the employee's regular scheduled hours for that day.

### **VACATION**

Temporary and part-time employees do not accrue paid vacation time. Employees who work 40 hours per week accrue paid vacation time off in accordance with the following schedule:

Start of Employment through completion of 3 years	10 days per year
4 <sup>th</sup> year through completion of 10 years	15 days per year
11+ Years	20 days per year

The Club encourages employees to take vacation on an annual basis. Employees must request vacation at least two weeks in advance of planned time off. Employees are encouraged to schedule their vacation time for one week periods. Vacations will be scheduled so as to provide adequate coverage of jobs and staff requirements. The Club has the right to grant or deny vacation requests at its discretion. You are urged to use all your vacation benefits each year that they accrue. Vacation pay will not be granted in lieu of taking the actual time off, however accrued and unused vacation time up to a maximum of 1.5 times of the annual accrual may be carried at any time.

An employee becomes eligible to take vacation time after completing three months of employment. Program Staff may not be granted vacation time during the Spring Break Program or the duration of the Summer Program.

Employees on unpaid leaves of absence or other periods of inactive service do not accrue vacation time. If a holiday occurs during your vacation period, you will be granted one additional day of vacation, to be taken at a time approved in advance by your supervisor. Accrued but unused vacation time will be paid out upon separation from employment.

### **OTHER TIME OFF**

#### **FUNERAL OR BEREAVEMENT TIME OFF**

In the event of the death of your current spouse or domestic partner, child, parent, brother, sister, mother- or father-in-law, or any relative permanently residing in your household, full-time employees may take up to three consecutive work days off with pay with the approval of their supervisor. Additional days may be taken from earned vacation or without pay upon the approval of your supervisor. In addition, employees may use vacation time or time without pay upon approval for losses of other significant family/friends.

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**CIVIC DUTY TIME OFF**

BGCCSC encourages employees to serve on jury or witness duty when called. When an employee is subpoenaed to serve on a jury, she/he must present proper documentation to his/her supervisor prior to the date of such service. Each employee shall be expected to report to work if jury duty is of short enough duration so that she/he is able to work four-hours or more of the assigned work period. BGCCSC will continue the employee's pay at normal hours worked during such service for a maximum of 3 days; however exempt employees shall receive full pay for the first workweek in which they perform any work and also serve on a jury. The exempt employees would not be paid for any full workweeks missed after the first week due to jury duty.

**LEAVES OF ABSENCE**

**GENERAL PROVISIONS**

The Club may grant a leave of absence in certain circumstances and will grant all leaves of absence as required by law. It is important to request any leave in writing as far in advance as possible, to keep in touch with your supervisor during your leave and to give prompt notice if there is any change in your return date. Accrued vacation, if any, must be used prior to unpaid leave.

You may not obtain other employment or apply for unemployment insurance while you are on a leave of absence. Acceptance of other employment while on leave will be treated as a voluntary resignation from employment with Club.

Vacation, holidays and other benefits will not accrue while you are on an unpaid leave of absence unless otherwise required by law. Upon return from an approved leave of absence, you will be credited with the full employment status that existed prior to the start of the leave. While you will retain your original date of hire, you will not receive length of service credit for the time you were on leave, unless otherwise required by law.

**MILITARY LEAVE (ACTIVE AND RESERVE SERVICE)**

Leave without pay is provided to you when you enter military service of the Armed Forces of the United States or are in the Armed Forces Reserves. You are afforded reemployment rights and retain full seniority benefits for all prior service upon reemployment in accordance with the Uniformed Services Employment and Reemployment Rights Act and the California Military and Veterans Code. You need to bring your military service orders to a Chief Executive Officer for review prior to commencement of the leave.

**FAMILY AND MEDICAL LEAVE**

State and Federal Family and Medical Leave Laws provide up to 12 workweeks of unpaid family/medical leave within a 12-month period, under the following conditions:

- If the leave is for FMLA only, the 12 months of service must have accumulated within the previous seven years. There is no such cap under CFRA;
  - The employee has worked at least 1,250 hours during the previous 12-month period before the need for leave; and
  - The employee is employed at a work site where there are 50 or more employees within a 75 mile radius.
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Leave may be taken for one or more of the following reasons:

The birth of the employee's child, or placement of a child with the employee for adoption or foster care (FMLA/CFRA);

To care for the employee's spouse, child, or parent who has a serious health condition (FMLA/CFRA);

To care for the employee's registered domestic partner (CFRA only);

For a serious health condition that makes the employee unable to perform his or her job (FMLA/CFRA);

For any "qualifying exigency" (as defined by federal regulation) because the employee is the spouse, son, daughter, or parent of an individual on active military duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation (FMLA only); or

An employee who is the spouse, son, daughter, parent, or next of kin of a covered service member shall be entitled to a total of 26 workweeks of leave during a 12-month period to care for the service member (FMLA only).

#### Calculating the 12-month Period

For purposes of calculating the 12-month period during which 12 weeks of leave may be taken, BGCCSC uses a 12 month rolling period that begins from the date the leave starts and looks backward. Under most circumstances, leave under federal and state law will run at the same time and the eligible employee will be entitled to a total of 12 weeks of family and medical leave in the designated 12-month period.

For a qualifying exigency or leave to care for a covered service member, the 12-month period begins on the first day of the leave, regardless of how the 12-month period is calculated for other leaves. Leave to care for a covered service member is for a maximum of 26 workweeks during a 12-month period.

The following procedures shall apply when an employee requests family leave:

Please contact your supervisor as soon as you realize the need for family/medical leave.

If the leave is based on the expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or a family member, the employee must notify BGCCSC at least 30 days before leave is to begin. The employee must consult with his or her supervisor regarding scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of BGCCSC. Any such scheduling is subject to the approval of the health care provider of the employee or the health care provider of the employee's child, parent, or spouse.

If the employee cannot provide 30 days' notice, BGCCSC must be informed as soon as is practical.

#### **Pregnancy, Childbirth or Related Conditions under FMLA**

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Leave because of the employee's disability for pregnancy, childbirth or related medical condition is not counted as time used under California law (the California Family Rights Act). Time off because of pregnancy disability, childbirth or related medical condition does count as family and medical leave under federal law (the Family and Medical Leave Act). Employees who take time off for pregnancy disability and who are eligible for family and medical leave will also be placed on family and medical leave that runs at the same time as their pregnancy disability leave. Once the pregnant employee is no longer disabled, she may apply for leave under the California Family Rights Act, for purposes of baby bonding.

Any leave taken for the birth, adoption, or foster care placement of a child does not have to be taken in one continuous period of time. California Family Rights Act leave taken for the birth or placement of a child will be granted in minimum amounts of two weeks. However, BGCCSC will grant a request for a California Family Rights Act leave (for birth/placement of a child) of less than two weeks' duration on any two occasions. Any leave taken must be concluded within one year of the birth or placement of the child with the employee.

### **Leave for Employee's Own Health Condition under FMLA**

If the Family and Medical Leave Act/California Family Rights Act request is made because of the employee's own serious health condition, BGCCSC may require, at its expense, a second opinion from a health care provider that the Club chooses. The health care provider designated to give a second opinion will not be one who is employed on a regular basis by BGCCSC. If the second opinion differs from the first opinion, BGCCSC may require, at its expense, the employee to obtain the opinion of a third health care provider designated or approved jointly by the employer and the employee. The opinion of the third health care provider shall be considered final and binding on BGCCSC and the employee.

BGCCSC requires the employee to provide certification within 15 days of any request for family and medical leave under state and federal law, unless it is not practicable to do so. BGCCSC may require recertification from the health care provider if additional leave is required. (For example, if an employee needed two weeks of family and medical leave, but following the two weeks needs intermittent leave, a new medical certification will be requested and required.) If the employee does not provide medical certification in a timely manner to substantiate the need for family and medical leave, BGCCSC may delay approval of the leave, or continuation thereof, until certification is received. If certification is never received, the leave may not be considered family and medical leave.

If an employee cites his/her own serious health condition as a reason for leave, the employee must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition,
- Probable duration of the condition, and
- Inability of the employee to work at all or perform any one or more of the essential functions of his/her position because of the serious health condition.

BGCCSC will require certification by the employee's health care provider that the employee is fit to return to his or her job. Failure to provide certification by the health care provider of the employee's

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fitness to return to work will result in denial of reinstatement for the employee until the certificate is obtained.

### **Leave to Care for a Family Member under FMLA**

If the leave is needed to care for a sick child, spouse, or parent, the employee must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition;
- Estimated amount of time for care by the health care provider; and
- Confirmation that the serious health condition warrants the participation of the employee.

When both parents are employed by BGCCSC, and request simultaneous leave for the birth or placement for adoption or foster care of a child, BGCCSC will not grant more than a total of 12 workweeks family/medical leave for this reason.

### **Leave Related to Military Service under FMLA**

A leave taken due to a “qualifying exigency” related to military service must be supported by a certification of its necessity. A leave taken due to the need to care for a service member shall be supported by a certification by the service member’s health care provider.

### **Health and Benefit Plans while on FMLA**

An employee taking family medical leave will be allowed to continue participating in any health benefit plans in which he/she was enrolled before the first day of the leave (for a maximum of 12 workweeks, or 26 workweeks if the leave is to care for a covered service member) at the level and under the conditions of coverage as if the employee had continued in employment for the duration of such leave. BGCCSC will continue to make the same premium contribution as if the employee had continued working. The continued participation in health benefits begins on the date leave first begins under Family and Medical Leave Act (e.g., for pregnancy disability leaves, qualifying exigency leave, or to care for a covered service member) or under the Family and Medical Leave Act/California Family Rights Act (e.g. for one’s own serious health condition or that of one’s spouse, parent or child; or baby bonding) or under the California Family Rights Act (caring for one’s registered domestic partner). In some instances, BGCCSC may recover from an employee premiums paid to maintain health coverage if the employee fails to return to work following family/medical leave.

Employees on family/medical leave who are not eligible for continued paid coverage may continue their group health insurance coverage through BGCCSC in conjunction with the federal COBRA guidelines by making monthly payments to BGCCSC for the amount of the applicable premium. Employees should contact the HR Manager for further information. Payment is to be made by the first of the month for the month’s health insurance coverage.

### **Substitution of Paid Leave**

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BGCCSC requires that accrued vacation time be used prior to the start of unpaid leave. In addition, other paid leave may be substituted for unpaid leave in the following circumstances

Other accrued time (other than sick pay) may be used for any family/medical leave qualifying event.

Sick pay may be used by the employee for the employee's own serious health condition or disability related to pregnancy and childbirth.

Sick pay may be used for the placement for adoption or foster care of a child or for the non-birth parent.

### **Reinstatement after Absence covered by FMLA**

Under most circumstances, upon return from family/medical leave, an employee will be reinstated to his or her original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if he or she had been continuously employed rather than on leave. For example, if an employee on family/medical leave would have been laid off had he or she not gone on leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement. In addition, an employee's use of family/medical leave will not result in the loss of any employment benefit that the employee earned before using family/medical leave.

Reinstatement after family/medical leave may be denied to certain salaried "key" employees under the following conditions:

An employee requesting reinstatement was among the highest-paid 10 percent of salaried employees employed within 75 miles of the work site at which the employee worked at the time of the leave request;

The refusal to reinstate is necessary because reinstatement would cause substantial and grievous economic injury to the Club's operations;

The employee is notified of the Club's intent to refuse reinstatement at the time the Club determines the refusal is necessary; and

If leave has already begun, the Club gives the employee a reasonable opportunity to return to work following the notice described previously.

For additional information about eligibility for family/medical leave, contact the HR Manager.

### **Time Accrual while on Leave**

Employees on Family and Medical Leave Act/California Family Rights Act leave will not continue to accrue vacation time or sick leave during unpaid Family and Medical Leave Act/California Family Rights Act leave.

### **Carryover**

Leave granted under any of the reasons provided by state and federal law will be counted as family/medical leave and will be considered as part of the 12-workweek entitlement in a 12-month period.

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The 12-month period is measured backward from the date any employee's first Family and Medical Leave Act leave begins. Successive 12-month periods commence on the date of an employee's first use of such leave after the preceding 12-month period has ended. No carryover of unused leave from one 12-month period to the next 12-month period is permitted.

### **Intermittent Leave**

Employees may take Family and Medical Leave Act/California Family Rights Act leave intermittently (in blocks of time, or by reducing their normal weekly or daily work schedule) if the leave is for the serious health condition of the employee's child, parent, or spouse/domestic partner, or of the employee, and the reduced leave schedule is medically necessary as determined by the health care provider of the person with the serious health condition.

### **PREGNANCY DISABILITY LEAVE**

Pregnancy, childbirth, or related medical conditions will be treated like any other disability, and an employee on leave will be eligible for temporary disability benefits in the same amount and degree as any other employee on leave.

Any female employee planning to take pregnancy disability leave should advise their supervisor as early as possible. The employee should make an appointment with the HR Manager to discuss the following conditions:

- Employees who need to take pregnancy disability must inform BGCCSC when a leave is expected to begin and how long it will likely last. If the need for a leave or transfer is foreseeable, employees must provide notification at least 30 days before the pregnancy disability leave or transfer is to begin. Employees must consult with their supervisor regarding the scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of BGCCSC. Any such scheduling is subject to the approval of the employee's health care provider. If 30 days' advance notice is not possible, notice must be given as soon as practical;
- Upon the request of an employee and recommendation of the employee's physician, the employee's work assignment may be changed if necessary to protect the health and safety of the employee and her child;
- Requests for transfers of job duties will be reasonably accommodated if the job and security rights of others are not breached;
- Temporary transfers due to health considerations will be granted when possible. However, the transferred employee will receive the pay that accompanies the job, as is the case with any other temporary transfer due to temporary health reasons;

Pregnancy leave usually begins when ordered by the employee's physician. The employee must provide the Club with a certification from a health care provider. The certification indicating disability should contain:

- The date on which the employee became disabled due to pregnancy;
  - The probable duration of the period or periods of disability; and
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- A statement that, due to the disability, the employee is unable to perform one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy, or to other persons.

Return to work from the leave will be allowed only when the employee's physician sends a release.

An employee will be allowed to use sick pay (if otherwise eligible to take the time) and must use vacation leave during a pregnancy disability leave; and

Duration of the leave will be determined by the advice of the employee's physician, but employees disabled by pregnancy may take up to four months. Part-time employees are entitled to leave on a pro rata basis. The four months of leave includes any period of time for actual disability caused by the employee's pregnancy, childbirth, or related medical condition. This includes leave for severe morning sickness and for prenatal care. Pregnancy Disability Leave will run concurrent with FMLA when applicable.

Leave does not need to be taken in one continuous period of time and may be taken intermittently, as needed. Under most circumstances, upon submission of a medical certification that an employee is able to return to work from a pregnancy disability leave, an employee will be reinstated to her same position held at the time the leave began or to an equivalent position, if available. An employee returning from a pregnancy disability leave has no greater right to reinstatement than if the employee had been continuously employed.

An employee taking pregnancy disability leave will be allowed to continue participating in any health benefit plans in which he/she was enrolled before the first day of the leave (for a maximum of 4 months) at the level and under the conditions of coverage as if the employee had continued in employment for the duration of such leave.

### **MEDICAL LEAVE (FOR EMPLOYEES NOT ELIGIBLE FOR FMLA/CFRA)**

A medical leave may be granted to an employee for a medical disability (other than pregnancy/childbirth and related medical conditions) if the employee has not been employed long enough to be eligible for FMLA/CFRA leaves.

The medical leave may be granted with a doctor's certification of the disability and based on the business needs of the Club.

Employees should request a leave in writing as far in advance as possible. The leave will begin on the first day that your doctor certifies that you are unable to work. In order to return to work, you will need to provide certification of your fitness to return to work.

You may use sick pay and must use vacation pay to cover your leave time if you have it available to you.

When you return to work you will be offered the same job you held at the time your leave began, if available. If your former job is not available, a comparable position will be offered to you. If a comparable position is not available, your return to work will depend on job openings that exist at the time of your return. The Club can make no guarantee of reinstatement, and your return will depend on your qualifications for existing openings.

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**STANDARDS OF CONDUCT**

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**DISCIPLINE AND RULES OF CONDUCT**

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In order to assure orderly operations and provide the best possible work environment, the Club expects employees to follow rules of conduct that will protect the interests and safety of personnel. It is not possible to list all the forms of behavior that are considered unacceptable in the workplace, but the following are examples of infractions of rules of conduct that may result in disciplinary action, including suspension, demotion, or immediate termination of employment.

1. Corporal punishment or verbal assault of a child on Club premises or during a Club-Sponsored event.
  2. Insubordination, including, but not limited to failure or refusal to obey the instructions of any member of management, and working unauthorized overtime.
  3. Intoxication during work hours or during a Club-sponsored event. Consumption of alcoholic beverages on Club premises, unless it is a Club- sponsored business or social event.
  4. Excessive absenteeism, failure to notify management when unable to report to work and failure to observe work schedule. Employees who fail to notify management of their inability to report to work will be considered to have voluntarily resigned their employment by the end of their third day of absence.
  5. Possession, use, sale, or dispersal of drugs or other similar substances deemed unlawful.
  6. Damage to, unauthorized borrowing, or theft of Club property.
  7. Physical confrontation, harassment or abuse of another person.
  8. Carrying firearms or other dangerous weapons at anytime on Club premises.
  9. Violation of federal, state, or local laws during work hours on Club premises, or outside of work hours on Club premises.
  10. Divulging confidential information or other information in contravention to the employee's Employment Agreement and the Business Conduct and Conflict of Interest Policy.
  11. Disruptive behavior, reporting to work or working in a condition that could risk the safety and health of the employee, other employees, children, or Club property, including violation of safety rules.
  12. Entering false data on a time sheet, expense report or other company document or falsification of the reason for absence.
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## **CONDUCT OUTSIDE OF WORK**

In general, the Club does not seek to interfere with Employee's off-duty activities. However, the Club cannot tolerate off-duty conduct that impacts negatively on the Club, either in terms of an employee's individual work performance or the business interests of the Club, including its reputation. For example, the Club prohibits any illegal or immoral conduct by an off-duty Employee that affects or has the potential to affect the Club.

## **RELATIONSHIPS WITH CLUB MEMBERS**

In order to best serve our Club Members, Club Staff are expected to develop positive and meaningful relationships with Club Members we serve. However, these relationships require boundaries and must not extend beyond Club hours or regular Club business. In order to ensure the safety of youth and in order to protect you, Club Staff are prohibited from:

1. Leaving Club Members unattended in any space or under the supervision of someone other than Club Staff (including parents and/or Club volunteers).
2. Supervising a single Club Members in 1 on 1 situations.
3. Transporting Club Members in personal vehicles.
4. Transporting single Club Members in a 1 on 1 situation in approved Club vehicles.
5. Exchanging personal phone numbers with Club Members.
6. Texting or calling Club Members.
7. Having contact with Club Members on the internet, including Social Media (i.e. Facebook, My Space, Twitter, Chat Rooms, Online Gaming, etc.)
8. Having personal interaction with Members, further than mutual acknowledgement during a casual meeting in a public place.

BGCCSC management understands that you may live in the community where you work and may occasionally see Club Members outside the context of the Club. It is OK to interact with youth under these circumstances, but please understand that you are representing BGCCSC and that all interactions must be appropriate.

Exception to the transportation policy exists for Club staff working in the REACH program. The REACH manager will review specific transportation policies with these team members during training. In rare emergency occasions, the Chief Executive Officer can make an exception to the transportation policies and supervision policies. In this circumstance, the potential driver must be an approved on the organization's auto insurance and have updated personal auto insurance on file.

In addition, in rare circumstance, Club staff may be connected to Members and their families in other contexts. You should notify your supervisors immediately if this is the case. In addition, if a staff member enters into an employment relationship with a Club family, the staff & family must complete a release of liability. If you have questions about this policy or are being asked by a Club Member to text, interact online, etc., contact your supervisor immediately.

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## **DRUG AND ALCOHOL ABUSE**

The use of alcohol, illegal drugs, intoxicants, and controlled substances, whether on or off duty, can impair an employee's ability to work safely and efficiently. BGCCSC prohibits the use of these substances to the extent that they affect, or have the potential to affect, the workplace. The Club will not jeopardize the safety of the employee, other employees, our Members, the public, and Club operations due to an individual's poor judgment. Accordingly, the Club prohibits the following:

Possessing, using, or being under the influence of alcohol or an illegal drug, intoxicant, or controlled substance during working hours or while on Club business.

Operating a vehicle owned or leased by the Club while under the influence of alcohol or an illegal drug, intoxicant, or controlled substance.

Distribution, sale, manufacture, or purchase—or the attempted distribution, sale, manufacture, or purchase—of an illegal drug, intoxicant, or controlled substance during working hours, while on Club business or while on premises owned or occupied by the Club.

An employee who is suspected of possession of alcohol, an illegal drug, intoxicants, or controlled substance is subject to inspection and search, with or without notice. Employees' personal belongings, including any bags, purses, briefcases, and clothing, and all Club property, are also subject to inspection and search, with or without notice. Employees who violate Club's drug and alcohol policy will be removed from the workplace immediately.

The use of prescription drugs and/or over-the-counter drugs may also affect an employee's job performance and seriously impair an employee's value to the Club. An employee who is using prescription or over-the-counter drugs which may impair his or her ability to safely perform the job or may affect the safety or well-being of others must submit a physician's statement that the prescription drug use will not affect job safety. The employee is not required to identify the medication or the underlying illness. Various federal, state, and local laws protect the rights of individuals with disabilities and others with regard to the confidentiality of medical information, medical treatment, and the use of prescription drugs and substances taken under medical supervision. Nothing contained in this policy is intended to interfere with individual rights under, or to violate, these laws.

The Club will attempt to reasonably accommodate employees with chemical dependencies (alcohol or drugs), if they voluntarily wish to seek treatment and/or rehabilitation. Employees desiring assistance should request an unpaid treatment or rehabilitation leave of absence. The Club's support for treatment and rehabilitation does not obligate the Club to employ any person who violates the Club's drug and alcohol abuse policy or whose job performance is impaired because of substance abuse. The Club is also not obligated to reemploy any person who has participated in treatment or rehabilitation if that person's job performance remains impaired as a result of dependency. Employees who are given the opportunity to seek treatment and/or rehabilitation and are involved in any further violations of this policy will not be given a second opportunity to seek treatment or rehabilitation.

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**PUNCTUALITY AND ATTENDANCE**

As an employee of BGCCSC you are expected to be regular in attendance and punctual. Any tardiness or absence causes problems for your fellow employees and your supervisor. When you are absent, others must perform your workload, just as you must assume the workload of others who are absent.

If you are unable to report for work on any particular day, you must call your supervisor as soon as possible before the time you are scheduled to begin working for that day. In all cases of absence or tardiness, employees must provide their supervisor with an honest reason or explanation. Employees must also inform their supervisor of the expected duration of any absence. Absent extenuating circumstances, you must call in on any day you are scheduled to work and will not report to work. The Club will comply with applicable laws relating to time off from work, but it is the employee's responsibility to provide sufficient information to enable the Club to determine if any such law(s) applies to the absence. Employees should keep in touch with their supervisor and notify the Club of any change in their status as soon as possible. If you fail to report for work without any notification to your supervisor, you may be considered to have abandoned your employment with the Club. Individuals with disabilities may be granted reasonable accommodation in complying with these policies if undue hardship does not result to the Club's operations.

**MEDIA RELATIONS**

From time to time, members of the press and electronic news media contact the organization. All media contacts are to be referred to the Chief Executive Officer. At no time should you offer your comments to the media about Club-related activities without prior approval of the Chief Executive Officer. If you have any questions regarding this policy, please ask your supervisor or Chief Executive Officer.

**CONFIDENTIALITY**

Information about BGCCSC, its employees, members, suppliers and vendors is to be kept confidential and divulged only to individuals within the Club with a need to receive, and authorized to receive, such information. If in doubt as to whether information should be divulged, err in favor of not divulging information and discuss the situation with your supervisor.

All records and files maintained by the Club are confidential and remain the property of the Club. Records and files are not to be disclosed to any outside party without the express permission of the Chief Executive Officer. Confidential information includes, but is in no way limited to financial records, personnel and payroll records (regarding current or past employees), information regarding member transactions, member account information, information regarding Members, vendors or suppliers, or any documents or information regarding Club operations, procedures or practices. Such confidential information may not be removed from the Club premises without express authorization.

Confidential information obtained during or through employment with the Club may not be used by any employee for the purpose of furthering current or future outside employment or for obtaining personal gain or profit. The Club reserves the right to avail itself of all legal or equitable remedies to prevent impermissible use of confidential information or to recover damages incurred as a result of such impermissible use of confidential information.

**DRESS CODE**

Employees are expected to maintain the highest standards of a neat and professional appearance at all times. This includes, but is not limited to, hair style & color, hygiene, accessories, & dress.

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The organization provides staff shirts and/or sweatshirts to qualified employees upon hire at no charge. Proper care of these garments is required and extra shirts can be purchased at your expense, if you wish. Program staff members are required to wear purple staff clothing for ease of identification and to enhance member safety at all times when working at a Club site. Purple clothing must be visible at all times, even in inclement weather. Staff members should plan to dress appropriately with the required shirt as an outer-layer.

Purple staff shirts are to be worn with appropriate bottoms and closed-toe shoes. Open-toed shoes are not permitted at Club sites. Shorts and skirts are to be professional in appearance, and extend at least to the fingertips when arms are extended at the side. Leggings are not permitted at Club sites. Clothing should be free of graphics, tears, rips, holes, or fray. Program Directors who have been issued a Club identification badge may, on occasion, wear other clothing instead of staff shirts, provided such clothing is neat and professional in appearance and their badge is in full view. Employees assigned to work in the administrative offices are required to wear proper business-casual attire at all times.

All employees are expected to maintain a neat, clean, and neutral appearance at all times. Tattoos and body-piercings should not be visible at any time while representing the organization. Hair color should be limited to natural occurring colors and extreme styles are not permitted. Hats may not be worn inside. Accessories should be modest and extreme, bulky ear piercings are not permitted, as they pose a safety issue when working with active children. In addition, employees working at partner sites are required to meet the dress code & appearance standards of those sites.

Violation of this dress code can result in immediate termination. Additional dress-code requirements may be given to employees during their orientation. All shirts, accessories, or nametags issued by the organization must be returned upon leaving BGCCSC. Please see your supervisor for site-specific requirements.

### **SAFETY IN THE WORKPLACE**

Safety can only be achieved through teamwork at BGCCSC. Each employee, supervisor and manager must practice safety awareness by thinking defensively, anticipating unsafe awareness and reporting unsafe conditions immediately.

Please observe the following precautions:

1. Notify your supervisor of any emergency situation. If you are injured or become sick at work, no matter how slightly, you must inform your supervisor immediately.
  2. The use of alcoholic beverages, tobacco products or illegal drug substances, or the abuse of legal prescription drugs during working hours will not be tolerated. The possession of alcoholic beverages or illegal drug substances on the Club's property is forbidden.
  3. Use, adjust and repair machines and equipment only if you are trained and qualified to do so. Report any problems with machinery immediately.
  4. Get help when lifting or pushing heavy objects.
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5. Understand your job fully and follow instructions. If you are unsure of the safe procedure, don't guess. Ask your supervisor.
6. Know the location, contents and proper use of first aid and fire-fighting equipment.

A violation of a safety precaution is, in itself, an unsafe act. A violation may lead to disciplinary action up to and including termination.

#### **POLICY REGARDING WORKPLACE VIOLENCE**

BGCCSC recognizes that violence in the workplace is a growing nationwide problem necessitating a firm, considered response by employers. The costs of workplace violence are great, both in human and financial terms. Therefore, BGCCSC has adopted this policy regarding workplace violence. The safety and security of Club employees is of vital importance. Acts or threats of physical violence, including intimidation, harassment and/or coercion, which involve or affect the Club, or which occur on Club property, will not be tolerated. This prohibition against threats and acts of violence applies to all persons involved in the operation of the Club, including, but not limited to, Club personnel, contract and temporary workers and anyone else on Club property. Violations of this policy, by any individual, will lead to disciplinary and/or legal action as appropriate.

**FACILITIES**

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**INTERNET AND ELECTRONIC MAIL USE**

Internet, World Wide Web, and Intranet access has been provided to BGCCSC employees for the benefit of the Club and its Members. This access enables employees to connect to information and other resources around the world. All employees are required to maintain and enhance the Club's public image, and to use these resources in a productive manner in accordance with the following guidelines.

**ACCEPTABLE USES OF THE INTERNET**

Employees accessing the Internet, World Wide Web and/or the Club's own Intranet are representing the Club when doing so. Accordingly, all such communications should be for professional, business reasons and should not be for personal use. Each employee is responsible for ensuring that they use their Internet access privilege in an effective, ethical and lawful manner. "Chat rooms" may be used to conduct official Club business, or to gain technical or analytical advice. Electronic mail may be used for non-confidential business contacts.

**UNACCEPTABLE USE OF THE INTERNET**

The Internet, World Wide Web and/or the Club's Intranet should not be used for personal gain or advancement of individual views. Solicitation of non-Club business, or any use of the Internet for personal gain, is strictly prohibited. Use of the Internet must not disrupt the operation of the Club network or the networks of other users, and must not interfere with an employee's productivity. Copyrighted materials belonging to entities other than this Club may not be transmitted by employees on the Internet. One copy of copyrighted material may be downloaded for an employee's personal use in research if pre-approved by the employee's supervisor. Employees are not permitted to copy, transfer, rename, add or delete information or programs belonging to other users unless given express permission to do so by the owner of such information or programs. Failure to observe copyright or license agreements may result in disciplinary action from the Club or legal action by the copyright owner.

Employees should be aware that harassment of any kind is prohibited. Messages with offensive, derogatory or inflammatory remarks about an individual or group's age, disability, gender, race, religion, national origin, physical attributes, sexual preference or any other classification protected by federal, state or local law are not allowed. Employees who violate this policy are subject to disciplinary action up to and including termination of employment.

**EMPLOYEE RESPONSIBILITIES**

Employees may be given an electronic mail password when granted access to the Internet or the Club's electronic mail system. Employees may not change these passwords without express permission from their supervisor or the administrative offices. Because your system may need to be accessed by the Club when you are absent, all passwords must be on file with the administrative offices so that staff are able to access all Club computer equipment, electronic mail and Internet accounts.

To prevent computer viruses from being transmitted through the system, employees are not authorized to download any software onto their computer or any drive in that computer. Employees interested in obtaining software from the Internet should contact their supervisor.

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## **COMPUTER AND SYSTEM SECURITY**

All computers and the data stored on them are and remain at all times the property of the Club. As such, all messages created, sent or retrieved over the Internet or the Club's electronic mail systems are the property of the Club, and should be considered public information. The Club reserves the right to retrieve and read any message composed, sent, or received on the Club's computer equipment and electronic mail system. Employees should be aware that, even when a message is deleted or erased, it is still possible to recreate the message; therefore, ultimate privacy of a message cannot be ensured to anyone. Accordingly, Internet and electronic mail messages are public communication and are not private. Furthermore, all communications including text and images can be disclosed to law enforcement or other third parties without prior consent of the sender or the receiver.

## **SOCIAL MEDIA GUIDELINES**

Web applications that facilitate information sharing and collaboration include web-based communities, social-networking sites, video-sharing sites, wikis, blogs and micro-blogs, and countless others. Together, these technologies are known as "social media." As the popularity and integration of social media continues to increase in popularity, a number of new issues and questions are raised about proper use. These Guidelines were created to assist Club personnel to effectively and responsibly navigate issues unique to social media.

These Guidelines apply to all Club personnel who participate in social media or other Internet activity. The Guidelines apply without regard to whether the conduct occurs during working or non-working time. Similarly, the Guidelines apply regardless of whether Club equipment is used. If, at any time, you are uncertain about how to apply these guidelines or have any question about your participation in social media, you should seek the guidance of your supervisor.

Social media is in a state of constant change and the Club recognizes that there will likely be events or issues that are not addressed in these Guidelines. Therefore, the responsibility falls to each individual to use good judgment and, when in doubt, to ask for clarification or authorization *before* engaging in any questionable conduct online.

The following Guidelines should be considered when posting or reviewing materials on-line.

1. Information becomes public the moment it is published on the Internet. Club personnel should be mindful of the public nature of the Internet when engaging in conduct online. Further, personnel should expect that other employees of the Club including members of senior management will see anything that you post online.
  2. If you post any comment about BGCCSC, you must clearly and conspicuously state that you are posting in your individual capacity and that the views posted are yours alone and do not represent the views of our agency.
  3. Unless given written consent, you may not use BGCCSC's logo on your posts.
  4. All postings on social media must comply with our confidentiality and disclosure of proprietary information policies. Do not upload, post, or share photographs of Club personnel or clients taken at any Club-sponsored event or pictures taken inside a Club office or work-related documents or e-mail exchanges. Similarly, preserve the confidentiality of client information, including the
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identity of current, former, and prospective clients. If you are unsure about the confidential nature of information you are considering posting, consult with your supervisor.

5. Do not link to BGCCSC's website or post any official agency material on a social media site without written permission from the CEO.
6. Remember, you are responsible for what you write or present on social media. You can be sued by other employees or any individual that views your social media posts as defamatory, harassing, libelous, or creating a hostile work environment.
7. All agency policies that regulate off-duty conduct apply to social media activity including, but not limited to, policies related to illegal harassment, code of conduct, nondiscrimination, and protecting confidential and/or proprietary information.
8. Employees may not use Club equipment for non-work-related activities without permission. Additionally, our Electronic Media policy applies to social media use at work, including our policy that personal use of our computers, including personal social media activities, should not interfere with your duties at work. We monitor our facilities and equipment to ensure compliance with this restriction.
9. This policy is not intended to interfere with employees' right to participate in concerted activity under the National Labor Relations Act.

#### **VIOLATIONS**

Violations of any guidelines listed above may result in disciplinary action up to and including termination. In addition, the Club may advise appropriate legal officials of any illegal violations. This policy is in no way intended to modify the at-will nature of employment with the Club.

#### **EMPLOYEE PROPERTY**

Employees are urged not to bring valuables to work. If necessary to do so, all valuables should be kept in a secure location. BGCCSC assumes no responsibility for the loss, theft or damage of employee personal property.

#### **VISITORS**

Friends and relatives should be asked not to visit employees during working hours. Unattended children are not allowed in the facility or on the premises at any time. For safety and insurance reasons, friends, relatives and Members are not permitted in areas restricted to employees only, unless authorized by management.

#### **SECURITY**

Security of Club facilities as well as the welfare of our employees and Members requires that every individual be constantly alert to security risks. In this regard please note the following:

Immediately notify your supervisor of suspicious persons, or persons acting in a suspicious manner, in or around the facility.

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Immediately notify a supervisor of the loss of keys, security passes or identification badges.

Do not lend keys or identification badges to anyone who is not authorized to possess them.

Do not disclose computer passwords, electronic door codes, or any other security access information to anyone who is not authorized to have that information.

### **EMPLOYEE PARKING**

BGCCSC provides employees with parking on a “first-come, first-served” basis. You may park your vehicle in a non-reserved space. Some parking areas, however, may be reserved for disabled drivers, vendors, Members, vehicles belonging to the Club, and others. The Club is not responsible for any damage to your vehicle or the contents of your vehicle while parked on Club property.

### **SOLICITATION/DISTRIBUTION**

BGCCSC has established rules applicable to all employees that govern solicitation or distribution of written material during working time and entry onto the premises and work areas. All employees are expected to comply strictly with these Club rules.

No employee shall solicit or promote support for any cause or organization during his or her working time or during the working time of the employee or employees at whom such activity is directed.

No employee shall distribute or circulate any non-job related written or printed material in work areas at any time, or during his or her working time or during the working time of the employee or employees at whom such activity is directed.

Under no circumstances will non-employees be permitted to solicit or to distribute written material for any purpose on Club property.

Off-duty employees are not permitted in areas closed to the public.

As used in this policy, "working time" includes all time for which an employee is paid and/or is scheduled to be performing services for the Club; it does not include break periods, meal periods, or periods in which an employee is not performing and is not scheduled to be performing services or work for the Club.

### **TELEPHONES AND CELLULAR PHONES**

Because our business relies heavily on the telephone, it is important that the telephone lines be kept available. Personal calls, both incoming and outgoing are not permitted, except in emergencies. Employees should limit personal telephone calls to personal time and to use public telephones. Any personal long-distance calls should be charged to the employee's home telephone or personal credit card. Personal cellular phones may not be used during program time and violation of this policy will result in disciplinary action.

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**HOUSEKEEPING**

All employees are expected to keep their work areas clean and organized. Common areas such as the designated eating area, copy-room, and restrooms, should be kept clean by those using them. No food or drink is allowed outside of individual offices or the designated eating area. Please clean up after meals. Dispose of trash properly.

**SMOKING**

The Club maintains a smoke-free working environment. Smoking is not allowed in the building or on Club property.

**HEALTH AND SAFETY**

The health and safety of employees and others on Club property are of critical concern to Club. We strive to attain the highest possible level of safety in all activities and operations. The Club also intends to comply with all health and safety laws applicable to our business.

To this end, the Club must rely upon our employees to ensure that work areas are kept safe and free of hazardous conditions. Employees should be conscientious about work place safety including proper operating methods and known dangerous conditions or hazards. Employees should report any unsafe conditions or potential hazards to a supervisor immediately; even if you believe you have corrected the problem. If you suspect a concealed danger is present on Club premises, or in a product, facility, piece of equipment, process or business practice for which the Club is responsible, bring it to the attention of your supervisor or Chief Executive Officer immediately. Supervisors should arrange for the correction of any unsafe condition or concealed danger immediately and should contact their supervisor regarding the problem.

Periodically, the Club may issue rules and guidelines governing work place safety and health. The Club may also issue rules and guidelines regarding the handling and disposal of hazardous substances and waste. All employees should familiarize themselves with these rules and guidelines, as strict compliance will be expected. Contact your supervisor for copies of current rules and guidelines. Failure to strictly comply with rules and guidelines regarding health and safety or negligent work performance that endangers health and safety will not be tolerated.

Any work place injury, accident or illness must be reported to your supervisor as soon as possible, regardless of the severity of the injury or accident. If medical attention is required immediately, supervisors will assist employees in medical care, after which the details of the injury or accident must be reported.

**DISCIPLINARY ACTION**

Disciplinary action may be taken by Club management at its discretion to enable an employee to improve performance that is below standard or violates Club policies. The action may include immediate dismissal, or be subject to specific time limitations set forth by the employee's supervisor, depending on the nature and severity of the incident, performance deficiency, or policy infraction.

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**CONCLUSION**

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Many Club policies and employee benefits have been treated only briefly in this handbook. If you have any questions or want more information, your supervisor will be glad to fill in the details for you. The Chief Executive Officer will also be happy to help you with questions or problems. We are very excited to have you join our Team! Good luck in your new position.



**ACKNOWLEDGMENT AND AGREEMENT**

This is to acknowledge that I have received a copy of the BGCCSC's *Employee Handbook* and understand that it sets forth the terms and conditions of my employment as well as the duties, responsibilities and obligations of employment with Club. I understand it is my obligation to promptly read this *Employee Handbook* and I agree to abide by and be bound by the rules, policies and standards set forth in the *Employee Handbook*.

I also acknowledge that my employment with BGCCSC is not for a specified period of time and can be terminated at any time for any or no reason, with or without cause or notice, by me or by the Club. I acknowledge that no statements or representations regarding my employment can alter the foregoing. As to the circumstances in which employment may be terminated, this is the entire agreement between the Club and me; there are no oral or collateral agreements of any kind. I also acknowledge that no supervisor or employee has the authority to enter into an employment agreement - express or implied - providing for employment other than at will.

I also acknowledge that, except for the policy of at-will employment, the Club reserves the right to revise, delete, and add to the provisions of this *Employee Handbook*. All such revisions, deletions, or additions must be in writing and must be signed by the Chief Executive Officer. No oral statements or representations can change the provisions of this *Employee Handbook*. I also acknowledge that, except for the policy of at-will employment, terms and conditions of employment with the Club may be modified at the sole discretion of the Club with or without cause or notice at any time. No implied contract concerning any employment-related decision or term and condition of employment can be established by any other statement, conduct, policy, or practice.

I understand that the foregoing agreement concerning my employment-at-will status and the Club's right to determine and modify the terms and conditions of employment is the sole and entire agreement between me and BGCCSC concerning the duration of my employment, the circumstances under which my employment may be terminated, and the circumstances under which the terms and conditions of my employment may change. I further understand that this agreement supersedes all prior agreements, understandings, and representations concerning my employment with Club.

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Employee Signature

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Employee's Name [Printed]

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Date

[TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE]