




YMCA
of Greater Pittsburgh
EMPLOYEE
HANDBOOK

We build
 strong kids,
 strong families,
 strong communities.



YMCA OF GREATER PITTSBURGH

EMPLOYEE HANDBOOK

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Welcome to the Team!

On behalf of the YMCA of Greater Pittsburgh and its volunteers and staff, I welcome you to our YMCA Family.

We believe that each employee contributes directly to the organization's growth and success. We expect you to model the YMCA character development traits: Caring, Honesty, Respect and Responsibility when interacting with colleagues, members, program participants and the community.

The Greater Pittsburgh YMCA is experiencing tremendous growth and increase in both program offerings and membership, as we have focused on new ways to meet the needs of our ever-changing communities. We are intentional about our growth strategy and are looking for staff/team members who are interested in delivering quality mission-driven services to the community, while being innovative and creative in our day-to-day assignments. We are committed to developing and growing entrepreneurial leaders who will model excellent leadership principles to our employees as well as to our local communities.

We hope that your experience here will be challenging, enjoyable and rewarding. Again, welcome.

Sincerely,

Eric K. Mann
President and CEO



**EMPLOYEE'S ACKNOWLEDGMENT OF RECEIPT OF
HANDBOOK AND RESPONSIBILITY FOR ITS CONTENTS**

I hereby acknowledge receipt of this Employee Handbook containing the currently effective policies and procedures of the YMCA of Greater Pittsburgh as of _____, 2007.

I understand that these policies and procedures have been formulated to achieve order and consistency among the YMCA of Greater Pittsburgh's employees.

I understand my responsibility to become aware of the contents of this Handbook and that I have the opportunity to ask questions about any policy or procedure in this Handbook which is unclear to me.

I understand that this Handbook contains confidential information to be used only by employees of the YMCA of Greater Pittsburgh and that I am not permitted to make copies of any portion of this Handbook without the written permission of my immediate supervisor.

I understand that I am not to destroy, mutilate, or mark this Handbook because I am to return it in to my immediate supervisor if my employment ends for any reason. I do understand, of course, that I may make notes on the note paper provided at the end of this Handbook.

Witness' Signature

Employee's Signature

Date

Date

THE HISTORY OF THE YMCA OF GREATER PITTSBURGH

George Williams and a dozen friends who lived in London, England and worked as clerks in a drapery founded the YMCA in 1844. A drapery was a forerunner of dry goods and department stores. Their goal was to save fellow live-in clerks from wicked life on the streets of London. The first members were evangelical Protestants who organized the first YMCA to substitute life on the streets with Bible study and prayer. The YMCA has always been nonsectarian and accepts all faiths at all levels of the organization, despite its unchanging name, the Young Men's Christian Association.

The first U.S. YMCA was started in Boston in 1851, the work of Thomas Sullivan, a retired sea captain and lay missionary. The first YMCA in Pittsburgh opened its doors in 1854.

Today, the YMCA of Greater Pittsburgh is a not-for-profit organization committed to serving the diverse communities of the Greater Pittsburgh area.

VOLUNTEERS

Volunteers are the backbone of the YMCA. They not only founded the YMCA but also operated it in the early days. The involvement of hundreds of talented, committed individuals greatly extends the range, quality and variety of YMCA programs. Every staff person is responsible for promoting volunteer opportunities. All staff should work to ensure that volunteers have a positive, rewarding experience at the YMCA.

Individuals who volunteer or donate services, usually on a part-time basis for public service or humanitarian objectives, not as employees and without contemplation of compensation, are not employees. They are not eligible for any Association compensation or employee benefit programs.

Employees may serve as YMCA volunteers for services that differ completely from their compensated job functions. For instance, a member of the office staff may volunteer his/her time to coach a youth sports team. Except where the employee volunteers on a one-time only basis, the distinction between the compensated and volunteer positions must be approved by the V.P. of Human Resources. There can be no promise, expectation or receipt of compensation for any volunteer services.

THE MISSION AND VISION OF THE YMCA OF GREATER PITTSBURGH

Mission Statement

The YMCA of Greater Pittsburgh is a nationally affiliated character building social services agency focusing on program services for individuals and families. Christian in its heritage, it is ecumenical in its delivery of services and its membership.

The YMCA assists people in learning the skills and attitudes that will enrich lives, lead them to interracial and intergenerational understanding and realize their full potential as members of our community. The YMCA emphasizes the development of the whole person as embodied in the YMCA symbol, the triangle, signifying the union of the spirit, mind and body.

Vision Statement

To be known and welcomed as a leader and partner in the delivery of positive life-changing experiences for children, youth and families in all of our communities.

EMPLOYMENT POLICIES AND PROCEDURES

This Handbook sets forth, for informational purposes only, the YMCA of Greater Pittsburgh's employment policies and procedures, including benefits, currently in effect. This Handbook supersedes all prior employee handbooks or policy statements. Because economic conditions and other reasons may require the YMCA of Greater Pittsburgh to change such policies from time to time with or without notice, they cannot be considered or otherwise relied upon as terms and conditions of an employment contract with the YMCA of Greater Pittsburgh.

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

The YMCA of Greater Pittsburgh strictly follows a policy of nondiscrimination in all employment policies, practices, and other aspects of employment. Our employment policies and practices treat everyone equally. We hire and develop the best people available, based upon job-related qualifications. No distinctions are made in rates of pay or employment opportunities, including recruiting, hiring, training, benefits, promotions, transfers, or treatment on the job on the basis of color, religious belief, sex, age, race, sexual orientation, national origin, disability, or other prohibited criteria as these terms are used under applicable law.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with disabilities, the YMCA of Greater Pittsburgh will make reasonable accommodations for the known physical or mental impairments of an otherwise qualified individual with a disability who is an applicant or an employee, unless undue hardship to the Association would result.

AT-WILL RELATIONSHIP/WORKING RELATIONSHIP

The YMCA of Greater Pittsburgh hopes to maintain a long and productive relationship with all of its employees. However, it is important to understand that the Association is not in a position to guarantee or promise employment for any specified length of time. Your employment with the YMCA of Greater Pittsburgh is at-will. This means that both you and the Association remain free to terminate the employment relationship at any time for any reason or no reason at all.

There are no express, implied, written, oral or collateral agreements that in any way alter the at-will nature of the employment relationship. The only way that this at-will employment relationship can be modified is through an express written agreement signed by the Chief Executive Officer and the particular employee affected. No other individuals employed by the Association are authorized to take any action that in any way modifies the at-will nature of the employment relationship

YMCA OF GREATER PITTSBURGH DIVERSITY STATEMENT

- Respect is the guiding principle of the YMCA of Greater Pittsburgh's commitment for making diversity work. By embracing diversity, we respect the uniqueness in background, experience, talent and personal characteristics in ourselves, our members, participants, and the communities in which we serve.

- Diversity is much more than gender, race, or ethnicity. Diversity is a people thing. It is about recognizing that different people have different perspectives, and that those differences can contribute to the good of the overall association and community.

- **PURPOSE:** To initiate long-term action to increase cultural competence in this association and the individuals within it. To educate, inform & create awareness with regards to inclusion.

EMPLOYMENT OF RELATIVES

The YMCA of Greater Pittsburgh allows relatives of employees to be employed by the Association. However, the employment of relatives within the same work unit or in a reporting relationship may create real or perceived conflicts of interest and problems with decision-making. Perceptions of favoritism or partiality may undermine morale. Therefore, to avoid conflicts of interest, relatives of employees may not be employed in the same work unit or in a reporting relationship. "Relatives" are defined as spouses, domestic partners, children, siblings, parents, in-laws, and step-relatives.

If two employees marry, become domestic partners, or become related, creating one of the above relationships, the employees must notify the V.P. of Human Resources. The V.P. of Human Resources will try to find an alternative employment arrangement within the Association to avoid the potential conflict of interest.

BACKGROUND CHECKS

The YMCA of Greater Pittsburgh recognizes the importance of maintaining a safe and productive workplace with honest, trustworthy, qualified, reliable and non-violent employees who do not present a risk of harm to other employees, volunteers or members. To that end, the Association may perform, or request that third parties perform, background checks or other types of investigations. Background checks and investigations may be performed at any time in the Association's sole discretion.

The Association may use consumer reporting agencies to perform background checks and investigations. Consumer reporting agencies provide reports that may contain information concerning an employee's credit standing, character, general reputation, personal characteristics, or mode of living. The types of reports that may be requested from consumer reporting agencies include, but are not limited to, credit reports, criminal records checks, public court records checks, driving records, drug and alcohol test results, and/or summaries and verification of educational and employment records and licensing or certification histories. The information contained in these reports may be obtained from private or public records sources including sources that an employee identifies before or during employment, or through interviews with co-workers, neighbors, friends, associates, current or former employers, or other personal acquaintances.

The YMCA of Greater Pittsburgh may request consumer reports or investigative consumer reports in connection with an employee's application for employment, or at any time during the course of evaluating the employee's suitability for employment, promotion, reassignment or retention. The Association may also gather reports, during and after employment, for purposes of evaluating, investigating, or enforcing compliance with Association policies or in connection with responding to grievances or complaints, whether or not the employee still works for the Association at the time the report is requested.

Employees must provide truthful and complete information in response to inquiries made by the Association or third party investigators during the course of investigations. Failure to do so or attempting to interfere with the Association's implementation of this policy or its efforts to obtain information may result in discipline, up to and including termination from employment.

EMPLOYMENT STATUS AND RECORD

EMPLOYEE CATEGORIES

At the YMCA of Greater Pittsburgh, we have employees of the following three (3) basic types:

<u>Employee Type</u>	<u>Description</u>
Full-Time	Consistently scheduled to work each day of each work week during hours when the location is open to the public or otherwise required for efficient operation.
Regular Part-Time	Normally hired for weekly work less than that of full-time employees but on a consistent week in, week out basis.
Temporary/Seasonal	Normally hired and scheduled for work of a temporary, rather than week in and week out, nature, sometimes full-time, sometimes less.

When hired you will be advised of your employment status and will be notified of any change in such status, in writing, if there is any change. At the same time you will also be notified whether you are eligible for overtime pay by law as a “nonexempt” employee.

When an employee is promoted from one employment category to another, the employee immediately receives the benefits of the new position, except for any required benefit waiting periods. For example, if a part-time employee is promoted to a full-time position, they are entitled to the same benefits, that a new full-time employee would receive. However, they still must wait until the first of the month following thirty (30) days after the promotion date before being entitled to health care benefits.

When an employee changes from full-time to part-time status, they will no longer be eligible for health benefits paid for by the YMCA of Greater Pittsburgh, beginning the first of the month following their change in status. They are entitled to continue coverage for a period of time as specified under COBRA at their own expense.

ORIENTATION AND TRAINING

Orientation

Both upon beginning employment and after a significant change in your job duties, you will be subject to an orientation period normally lasting at least 90 days. Temporary employees will also be subject to an orientation period, which may be shorter or longer than the normal orientation period, depending upon the nature of the temporary employment involved. This initial orientation does not imply any form of contract and in no way affects the at-will nature of the employment relationship.

Training

In order to deliver safely on the mission and vision of the YMCA of Greater Pittsburgh, guidelines have been adopted in regards to mandatory staff training and development for staff within the YMCA of Greater Pittsburgh. Employees will be advised of all mandatory staff training and development programs.

Branch Staff Training. Branch staff training may consist of specific on the job training, meetings, consultations, supervision, and appraisal for which the employee's supervisor and the branch executive director are responsible.

External Training. Employees may attend external training with the YMCA regionally or nationally, or other organizational trainings and/or conferences when such participation will contribute to the development needs of the staff and is seen as a part of the individual's job and training plan. Financial assistance for training may be provided for workshops, seminars, conferences, and degree classes that are of a few days duration. Payment of all authorized expenses will be assumed by the individual's home branch, including travel, hotel, meals, and registration. Financial assistance for training will not be provided unless the prior approval of the employee's branch executive director is obtained in writing.

Education Assistance

The YMCA of Greater Pittsburgh assists through its Tuition Reimbursement Program regular full-time employees who are interested in furthering their education in areas of study mutually beneficial to them and the YMCA. As part of this program, full-time YMCA of Greater Pittsburgh employees with at least one year of continuous service are eligible to apply for tuition reimbursement not to exceed \$1,500.00 per year for undergraduate or graduate courses offered by accredited colleges or universities on weekday evenings or Saturdays. Regular, full-time employees with less service who elect to take courses at their personal expense can apply for reimbursement after completing one year of continuous service.

Employees wishing to participate in this program must submit a written request for tuition reimbursement to their immediate supervisors prior to course registration. The tuition reimbursement request must be approved in writing by the employee's immediate supervisor and the V.P. of Human Resources prior to course registration.

Requests for tuition reimbursement will be approved only if the following criteria are met:

- The proposed course relates to the employee's current position or another position within the YMCA of Greater Pittsburgh to which he/she may reasonably aspire;
- The employee's past and current performance reviews reflect at least satisfactory accomplishment of work assignments;
- Enhancement of the employee's knowledge, skills or ability is necessary to meet current job requirements or strengthen his/her promotional potential;
- The employee has demonstrated a commitment to the YMCA; and
- Approval of the request will neither interfere with the business needs of the YMCA nor impair its financial performance.

In accordance with this program, YMCA employees are eligible only for tuition reimbursement. Tuition reimbursement does not include such matters as application, registration, laboratory, activity and/or miscellaneous fees, school insurance, books or school supplies. The tuition

reimbursement sought and obtained by individual employees shall not exceed \$1,500.00 in any calendar year.

Employees will receive reimbursement for one-half of the paid tuition following the submission to their immediate supervisors of written proof of course registration and payment. They will receive reimbursement for the remaining one-half of the paid tuition following their submission of written proof of satisfactory course completion. Satisfactory course completion is defined as a "C" or equivalent grade for an undergraduate course and a "B" or equivalent grade for a graduate-level course. For courses that are graded only on a Pass/Fail basis, the employee must obtain a passing grade.

If employees do not satisfactorily complete course(s), withdraw from course(s), or terminate employment prior to the completion of course(s) they will not receive further reimbursement for said course(s) and will be required to repay amounts already received in connection therewith. The YMCA will not provide any reimbursement to employees in connection with the retaking of such course(s).

It is understood by participating employees that school attendance and course work must not intrude upon or interfere with normal business hours or the performance of assigned work. It is also understood that doing course work during normal working hours is strictly prohibited and that violation of this rule may lead to immediate dismissal. Finally, it is understood that travel for YMCA business must take precedence and that any scheduling conflicts must be resolved with the college or university.

Employees are expected to remain with the YMCA of Greater Pittsburgh for at least one year after the completion of any degree program. Any employee electing to leave prior to the one year anniversary of their graduation must reimburse the YMCA of Greater Pittsburgh the lesser of the last two years tuition fees paid by the YMCA of Greater Pittsburgh or \$3,000.00. In the event an employee elects to leave the YMCA of Pittsburgh prior to completing a degree program, the employee will be required to reimburse the YMCA of Greater Pittsburgh for any tuition paid during the twelve months prior to the employee's last day of work.

PERFORMANCE EVALUATIONS AND SALARY REVIEWS

Performance of your job duties is of utmost importance to our continued success. Employee evaluations, including the opportunity for you to engage in free and open discussions, will be conducted regularly to keep you aware of both your strengths and weaknesses and can and will correct shortcomings as soon and as completely as possible.

When first employed, you will go through a period of orientation. During this orientation, you will have a full opportunity to demonstrate satisfactory ability and performance, including attitude, in your job. Your supervisor will periodically assess and review your performance. During your orientation, the YMCA of Greater Pittsburgh will determine whether you have performed in a satisfactory manner and, if so, you will then become a regular employee.

To the extent you continue with the YMCA of Greater Pittsburgh after your orientation, the Association will continue to review your performance with you so that the highest degree of employee performance and satisfaction can be achieved and maintained.

Ordinarily you and your supervisor will meet at least two times a year to review your performance to provide opportunities to review your competence and effectiveness in your work assignments, to set goals for the future, and to address strengths, weaknesses, and expectations. Each review will be in writing. You may receive a copy, and your supervisor will place a copy in your personnel file.

Coinciding with one of your performance evaluations will be an annual salary review. Whether an employee receives a salary change will depend upon a number of factors, including

- (1) The employee's performance, including his or her growth in skill, effort, and responsibility;
- (2) How the employee's salary compares to employees in the area performing the same work;

- (3) The employee's salary compared to the duties of the assigned position;
and
- (4) The ability of the YMCA of Greater Pittsburgh to support higher salaries
in general.

WAGE AND SALARY ADMINISTRATION

Hours of Work

The Association's basic business hours vary by branch and office. In addition, employees' duties may require variations in work schedules. Immediate supervisors are responsible for the preparation and supervision of the working schedule for each employee. When necessary, non-exempt employees may be required to work overtime or work hours other than those normally scheduled. Exempt employees are expected to work longer days as required to complete their duties.

Pay Period

The Association's formal workweek begins at 12:01 a.m. Sunday and ends at midnight Saturday. The Association pays all employees on a semi-monthly schedule.

Automatic Payroll Deposit

If you choose automatic payroll deposit, your paycheck will be automatically deposited into your account at any major financial institution. You may start or stop enrollment in automatic payroll deposit at any time. To enroll for automatic payroll deposit, fill out an authorization form and return it to the payroll department.

Attendance

Every employee is expected to attend all scheduled work hours, report to work on time, and continue to work to the end of the work period.

Unsatisfactory attendance, including reporting late or quitting early, may be cause for disciplinary action, up to and including suspension or discharge. If, for any reason, an employee is sick or will be late for work, the employee must telephone their supervisor and talk to them as early as possible, usually not less than one (1) hour before their shift is to begin on each day of absence. Supervisors may require written verification of illness from an employee's physician.

Absence for three (3) consecutive workdays without notification will be viewed as job abandonment and is considered a voluntary resignation.

Overtime

The Association pays overtime as required by federal and state law. The Association pays non-exempt employees overtime pay at the rate of one and one-half the employee's regular rate for hours worked over forty (40) in a workweek. Exempt employees are not compensated for overtime work.

Holidays on which the employee does not perform work and other paid time off is not counted as hours worked for purposes of computing overtime.

All overtime work by non-exempt employees must be authorized by the employee's supervisor in advance.

The Association does not provide compensatory time off to non-exempt employees.

Timekeeping

Non-exempt employees are required to accurately record their hours. They will be required to complete and punch a time card or complete a time sheet. Supervisors will instruct their employees on the proper method for recording their hours. Errors in your time records should be called to the attention of your supervisor for immediate correction. The only one authorized to modify, correct, or adjust your time record is your supervisor. The only person authorized to clock or sign in and out for you is you.

Falsification of time records or completing another employee's time record will subject the employee(s) to immediate dismissal.

Exempt employees also must complete a time sheet at the end of each pay period recording the hours they worked. Exempt employees also must record any paid absences such as vacation, jury duty, bereavement/funeral leave, holidays, etc.

EMPLOYEE REIMBURSEMENT

Mileage

The YMCA of Greater Pittsburgh will reimburse employees for actual business mileage at the reimbursement rate allowed by IRS regulations. Commutes to and from home will not be reimbursed.

Travel Expenses

The YMCA of Greater Pittsburgh will reimburse staff for meals and lodging when traveling out of town for business purposes. You will be apprised by your supervisor of the maximum allowable reimbursement rates for meals per person per day.

EMPLOYEE BENEFITS

HOLIDAYS

Full-time employees receive paid holidays immediately upon hire. Part-time employees are not eligible for paid holidays.

Eligible employees will receive holiday pay equal to their regular scheduled hours for the following holidays:

- New Year's Day
- Martin Luther King Day
- President's Day (3rd Monday of February)
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- One (1) Floating Holiday

If a paid holiday occurs during an employee's scheduled paid time off, it will not be counted as paid time off taken. Some employees may need to work on Association holidays due to the nature of the YMCA's services. Non-exempt employees required to be on duty will be paid for the hours they work and receive holiday pay for the holiday or they may take the holiday time off on another date with the approval of their supervisor.

If a holiday falls on a Saturday, it will be observed on the preceding Friday. If it falls on a Sunday, it will be observed on the following Monday. This rule applies to eligible employees who are regularly scheduled to work Monday through Friday. Exceptions to this rule are described below.

If an eligible employee is regularly scheduled to work on weekends (Saturday and/or Sunday), and the holiday falls on a weekend, the employee will be paid holiday pay for the actual holiday. If the employee also works the holiday, he or she also will be paid his or her regular rate for hours worked on the holiday.

If a non-exempt employee is regularly scheduled to work on the weekend, but the employee's work location closes on the actual weekend holiday while operating on the observed holiday, then the employee will receive regular holiday pay for the actual holiday and be paid his or her regular rate for hours worked on the observed holiday.

If a branch is open on a holiday, but a regular full-time employee is not scheduled to work on the holiday, the employee will receive a holiday credit. For example, if an employee works Tuesday through Saturday and Christmas falls on a Monday, the employee will receive a holiday credit. Holiday credits may not be carried forward from year to year. Use of holiday credits must be pre-approved by the employee's supervisor.

Holiday pay does not count as hours worked for overtime calculation purposes.

PAID TIME OFF

The YMCA of Greater Pittsburgh provides annual paid time off that may be used for personal days, vacation, and sick leave, according to the following schedule:

Employees With Under Five Years of Service

Regular, full-time employees with under five (5) years of continuous employment accrue annual paid time off of twenty (20) days per year, accruing 1.67 days per month. New full-time employees hired prior to July 1 are eligible for six (6) days of annual leave at the end of three (3) months of satisfactory employment, and earn two (2) additional days per month thereafter up to a maximum of twenty (20) days. New full-time employees hired between July 1 and September 1 are eligible for three (3) days of annual leave at the end of three (3) months of satisfactory employment.

Employees With Over Five Years of Service

Regular, full-time employees with five (5) or more years, but less than (10) years, of continuous employment accrue annual paid time off of twenty-five (25) days per year, accruing 2.08 days per month.

Employees With Over Ten Years of Service

Regular, full-time employees with ten (10) or more years of continuous employment accrue paid time off of thirty (30) days per year, accruing 2.5 days per month.

For purposes of determining paid time off accrual, years of continuous employment shall be determined as of January 1 of the current year. Paid time off benefits may not be carried over from year to year. Any leave not used by December 31 will be forfeited. Employees will be paid for earned but unused paid time off following termination of employment or retirement.

Regular, full-time employees transferring to the YMCA of Greater Pittsburgh from another YMCA Association will be credited with the amount of paid time off they were eligible for

under the policies of the YMCA from which they transferred up to a maximum of thirty (30) days in a year. The amount of paid time off for which they are eligible in their first year of employment with the YMCA of Greater Pittsburgh will be pro-rated based upon their hire date.

Each employee must take at least five (5) of their annual paid time off days consecutively each year. The remaining days may be used in shorter periods subject to the approval of their supervisor.

LEAVES OF ABSENCE

General Rules

Circumstances sometimes arise when an employee has a personal need that requires an extended absence from work. In these situations, the YMCA of Greater Pittsburgh may at its sole discretion grant an unpaid leave of absence for a period determined by the Association. The maximum duration of leave for most purposes is three (3) months. The YMCA of Greater Pittsburgh, in its sole discretion, can deny any request for a leave of absence, unless otherwise specified by law.

All leaves of absence are unpaid, unless specifically provided otherwise in this policy. Except where specified, employees are required to use accrued paid time off (PTO) benefits prior to taking unpaid leave.

Generally, accrual of paid time off benefits will cease during the period of the leave of absence. Except where specified below, all insurance coverages will cease at the end of the first month of leave. In those instances, the employee may continue his or her health coverage beyond the first month at his/her own expense by purchasing COBRA coverage.

Jury Duty

Employees who perform jury duty on days when they otherwise would be scheduled to work will receive their full pay for the first ten (10) days of service, and in addition, may retain the jury duty fees paid for that service. However, employees will be required to report for work for any regular work days or portion of days, when excused from jury duty. Jury duty benefits will not be paid to an otherwise eligible employee if he or she volunteers for jury duty. Proof of service and jury pay will be required. To qualify for jury duty pay and leave, an employee must immediately notify their immediate supervisor after receiving initial notice that he or she is to serve as a juror. The employee must also return to work no later than the day following termination of service as a juror. Time off for jury duty leave shall not count as hours worked for overtime calculation purposes. Exempt employees will be paid their regular salary for any week in which they perform jury duty and work a part of the week.

Sabbatical Leave

After ten (10) years of continuous service with the YMCA of Greater Pittsburgh, exempt full-time employees may request a paid sabbatical leave of up to three (3) months for the purpose of study, research, or visiting other YMCA Associations or related programs. All such leaves are subject approval by the Association's Chief Executive Officer.

Employees requesting a sabbatical leave will be required to submit a planned program that is intended to enhance the employee's effectiveness in the Association. The request for sabbatical leave, including the plan for the sabbatical leave, must be submitted in writing sixty (60) days prior to the time the leave will begin.

An employee taking a sabbatical leave shall present a written report of the sabbatical activity following completion of the leave. In addition, the employee must continue service on the staff of the YMCA of Greater Pittsburgh for at least one year following return from the sabbatical. An employee who fails to do so will be required to reimburse the Association for any compensation received during the sabbatical.

Bereavement Leave

An eligible employee shall be permitted up to three (3) days' paid leave for time missed from regularly scheduled work due to the death of a family member listed below. Bereavement leave will be paid at the employee's regular rate of pay, reduced to an hourly rate of pay, as necessary, for the purpose of arranging for and attending the funeral of the employee's parent, child, current spouse, brother or sister, domestic partner, parent-in-law, grandparent, step child, step parent, or legal dependent residing in the employee's household. Time off without pay may be arranged to attend the funeral of a close friend or relative not specified.

Military Service Leave

Eligible employees who have federal or state military obligations requiring them to attend reserve camp annually will be granted a leave of absence. Such an employee may be given an opportunity to use accrued Paid Time Off for reserve camp, provided he or she gives advance

notification to the YMCA of Greater Pittsburgh. The employee will receive the difference between his or her regular weekly wages and the amount received from the military service for a period not to exceed two (2) weeks annually for such service.

A leave will be granted to employees who serve a tour of active duty service in the United States military. The YMCA of Greater Pittsburgh will comply with all applicable laws regarding the reemployment of veterans.

An employee seeking leave for active military service should contact his/her supervisor immediately upon learning of the military obligation. The employee must provide a copy of military orders with the request for leave.

FAMILY AND MEDICAL LEAVE

This Policy is intended to comply with the Family and Medical Leave Act of 1993 (the “Act”) and shall be construed consistently with the Act and any applicable regulations.

Eligibility

Employees are eligible for unpaid family and medical leave (“FMLA leave”) under this Policy if they have been employed by the YMCA for at least 12 months and have worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the FMLA leave.

Coverage - When Leave Can Be Taken

Eligible employees are entitled to FMLA leave for one or more of the following reasons:

- For birth of a son or daughter of the employee, and to care for such newborn child;
- For placement with the employee of a son or daughter for adoption or foster care;
- To care for the employee’s spouse, son or daughter, or parent with a serious health condition; and
- Because of a serious health condition that makes the employee unable to perform the functions of the employee’s job.

A “serious health condition” is defined as an illness, injury, impairment, or physical or mental condition which involves either inpatient care in a hospital, hospice, or residential health care facility or continuing treatment by a health care provider. The terms “spouse” and “son or daughter” and “parent” are defined for purposes of this Policy in accordance with the provisions of the Act and any applicable regulations.

Duration and Timing of Leave

Eligible employees may take a total of 12 workweeks of FMLA leave during a 12-month period determined on a “rolling basis” measured backward from the date an employee uses any FMLA leave.

The right to such a leave for reasons of the birth or adoption of a son or daughter expires at the end of 12 months following the birth or placement.

In the case of leave to care for a sick family member or a leave necessitated by a serious health condition, the leave may be taken intermittently or on a reduced leave schedule when medically necessary subject to the above limit of 12 workweeks and to the certification requirements of this Policy.

Notice to the YMCA and Scheduling of Leave

Eligible employees must provide not less than 30 days’ notice before the date the FMLA leave is to begin where the need for the leave is foreseeable. However, if circumstances require leave to begin in less than 30 days, the employee must provide such notice as is practicable.

If an employee anticipates that leave will be needed based on planned medical treatment, the employee must make a reasonable effort to schedule the medical treatment, subject to approval of the employee’s health care provider, in a manner that does not disrupt unduly the YMCA’s operations.

In the situation of a request for intermittent leave or leave on a reduced schedule, the YMCA may temporarily transfer the employee to an alternative job with equivalent pay and benefits if the employee is qualified for the position and it better accommodates recurring periods of leave than the employee’s regular job.

The YMCA may request that a request for leave be reduced to writing.

Upon receipt of notice from the employee of a need for an FMLA leave, the YMCA will notify the employee of his or her obligations, including any certification requirement.

Certification

A request for medical leave must be supported by a written certification issued by the employee's health care provider. Likewise, a request for family care leave must be supported by a written certification issued by the health care provider of the family member. The certification must state:

- The date on which the serious health condition commenced;
- The probable duration of the condition;
- The appropriate medical facts within the knowledge of the health care provider regarding the condition.

In requests for a medical leave because of an employee's serious health condition, the certification must include a statement that the employee is unable to perform his or her job. With respect to family leaves involving care for a seriously ill spouse, son or daughter, or parent, the certification must include a statement that the employee is needed to care for the family member and an estimate as to the amount of time the employee is needed to care for the family member. For requests for intermittent or reduced leave schedules, the certification shall also include the expected duration and schedule of the intermittent or reduced leave schedule.

If the YMCA has reason to doubt the validity of the certification, it may require that the employee obtain, at the YMCA's expense, the opinion of a second health care provider approved by the YMCA, in regard to any of the foregoing information. If the second opinion differs from the opinion in the certification, the employee may obtain the opinion of a third health care provider mutually agreed upon by the YMCA and the employee, in regard to the foregoing information. The YMCA will pay the cost of the opinion of the third health care provider, whose opinion in regard to the foregoing information shall be final and binding on the YMCA and the employee. Any health care provider approved or mutually agreed upon under the above may not be retained on a regular basis by the YMCA or the employee or otherwise bear a close relationship to the YMCA or the employee that would give the appearance that the certification is biased.

The YMCA reserves its rights to require subsequent recertifications on a reasonable basis.

A health care provider is defined as a doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the state in which the doctor practices, or any other person determined by the Secretary of Labor to be capable of providing health care services.

Compensation and Benefits During Leave

FMLA leave is without pay except as set forth in the following paragraph.

Where permitted by the Act, an employee may elect to substitute available paid time off (“PTO”) days to which he or she is entitled for all or any portion of the FMLA leave, provided also that the eligibility requirements for such PTO leave are satisfied. In such a situation, whatever paid leave is taken will count against the 12 weeks of allowable FMLA leave.

Coverage under the applicable group health plan in effect on the day before the FMLA leave begins will be continued for the duration of allowed leave at the same level and under the same conditions that coverage would have been provided if the employee had not taken the FMLA leave. The YMCA will require an employee on FMLA leave to continue paying his or her portion of group health benefit premiums, if any, based upon a payment arrangement specified by the YMCA in advance of the employee’s leave. If the employee fails to return to work at the expiration of the leave for reasons other than the continuation, reoccurrence, or onset of a serious health condition or any other circumstance beyond the control of the employee, the YMCA will be entitled to seek reimbursement from the employee for any premiums it paid for maintaining coverage during the leave.

Except as provided in the following paragraph, coverage under the applicable life insurance policy and disability benefits policies in effect on the day before the FMLA leave begins will be continued for the duration of allowed leave at the same level and under the same conditions that coverage would have been provided if the employee had not taken the FMLA leave, provided the employee on FMLA leave continues to pay his or her portion of life insurance premiums and disability premiums based upon a payment arrangement acceptable to the YMCA. YMCA will be

entitled to seek reimbursement from the employee for any premiums it paid for maintaining such coverage during the leave in the same manner as provided above for group health benefit premiums.

Return to Work

When an employee returns from FMLA leave, the YMCA will restore the employee to the position of employment held when the FMLA leave commenced or to an equivalent position that includes equivalent employment benefits, pay, seniority, and other terms and conditions of employment. However, the YMCA reserves the right to withhold restoration of employment when allowed by law. This may occur when, for example, an employee would not otherwise have been employed at the time reinstatement is requested or, for salaried employees who are among the highest paid 10% of employees, when restoration to employment will cause substantial and grievous economic injury to the YMCA's business operations.

An employee's failure to notify the YMCA of availability for work, an employee's failure to return to work when called by the YMCA, or an employee's continued absence from work after leave expires may be deemed a voluntary termination of employment with the YMCA.

Administration

FMLA leave requests should be directed to the V.P. of Human Resources.

HEALTH AND WELFARE BENEFITS

Benefits make up an important part of our overall compensation package. Our benefits are reviewed periodically, and the YMCA of Greater Pittsburgh reserves the right to modify in any way or terminate any of its benefit plans at any time. The following benefit information is a summary only. If there is a discrepancy between information stated here and the official policy documents and/or contracts, the official documents will prevail.

Medical Benefits

The YMCA of Greater Pittsburgh currently provides eligible employees and their dependents, as defined in the underlying insurance agreement, with hospital-medical-surgical group insurance coverage. The cost of this insurance coverage is shared by the Association and the employee. Details concerning the current insurance coverage are outlined in explanatory brochures provided to employees upon request. Your health care coverage will terminate whenever your employment terminates, including retirement. However, you may have the right to continue your coverage for a period of time at your own expense under COBRA.

Life Insurance

The YMCA of Greater Pittsburgh currently provides eligible employees, as defined in the underlying insurance agreement, with group term life insurance. Each eligible employee will also have accidental death and dismemberment insurance coverage in an amount equal to his or her group term life insurance. Details concerning your group term life insurance and accidental death and dismemberment are outlined in explanatory brochures provided to employees upon request. Your insurance coverage will terminate whenever your employment terminates, including retirement.

Short-Term Disability

The YMCA of Greater Pittsburgh offers a short-term disability insurance plan to full-time employees. Short-term disability begins after the fifth consecutive day of personal illness or

injury up to a period of six (6) months. Medical documentation is required after the third consecutive day of illness or injury. A medical release is required to return to work.

The Association will continue retirement, health and life insurance on the same eligibility and shared cost basis for employees out on short-term disability. Accrual of annual paid time off will cease until the employee returns to active full-time work.

Long-Term Disability

The YMCA of Greater Pittsburgh offers a long-term disability insurance plan to full-time employees. Long-term disability begins after six (6) months of personal illness or injury. Medical documentation is required. The plan pays 60% of your basic monthly earnings not to exceed a maximum monthly benefit of \$5,000. Please refer to your plan manual for detailed information.

Retirement Plan

Employees of the YMCA of Greater Pittsburgh, age 21 or older, are enrolled in the retirement plan once eligibility requirements have been met. Employees become eligible when they have completed 1,000 hours of service during each of any two 12-month periods, beginning with their date of hire or anniversary date. These 2 years do not have to be consecutive. Employees are enrolled on the first day of the month following their anniversary date, after they complete the service requirement. Once eligibility has been met, employees are automatically enrolled and immediately vested. Once enrolled, part-time employees continue to participate even if they work less than 1,000 hours in subsequent years. If an employee leaves the YMCA and returns and the employee had previously vested, the employee will be immediately enrolled upon their return regardless of how long they have been gone.

Employee Assistance Program

All regularly scheduled full-time and part-time employees have access to the YMCA of Greater Pittsburgh's Employee Assistance Program (EAP). Through the EAP, employees have access to both online and in-person support for a wide range of personal and work-related issues. By

contacting EAP, employees can receive confidential counseling for personal, legal and financial issues. EAP also offers workplace training programs and online resources.

Employees can call the EAP and visit the EAP website free of charge. Employees also are entitled to several free in-person counseling sessions and will be charged if additional sessions are needed.

Information about the EAP is available at your branch, or you can contact the Human Resource Department.

YMCA Membership Privileges

Regular, full-time staff may receive full family membership privileges and 25% reduction on program fees at the branch of their choice. Individual memberships will be provided to part-time employees at the branch where they work.

SAFETY POLICIES AND PROCEDURES

BLOODBORNE PATHOGENS

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

CHILD ABUSE PREVENTION AND INTERVENTION

The YMCA of Greater Pittsburgh provides a healthy atmosphere for the growth and development of children. Any suspected or reported child abuse will be treated in accordance with applicable laws and approved policies.

Child abuse includes but is not limited to such acts as sexually molesting a child; willfully causing or permitting a child to suffer; inflicting pain or mental suffering; and, with respect to persons having care or custody of the child, willfully causing or permitting the health of a child to be injured or willfully causing or permitting the child to be placed in a situation where the person or health of the child is endangered.

Any staff person who engages in any act of child abuse shall be subject to discipline, up to and including immediate discharge. In addition, the staff person may be referred to the appropriate criminal authorities for criminal prosecution.

All new hires and returning staff who have contact with children in connection with their YMCA employment are required to be screened for criminal history and must provide child abuse clearances to the extent required by law.

Any staff member who suspects that a child has been abused shall report the situation to his or her branch executive or the V.P. of Human Resources immediately. The YMCA of Greater Pittsburgh will investigate the incident and report it to the appropriate child welfare agencies and/or criminal authorities.

All staff will be informed about the YMCA of Greater Pittsburgh's child abuse policy, including basic child abuse prevention, recognition and report training.

BABYSITTING POLICY

Staff and volunteers are not permitted to baby-sit, transport or fraternize with YMCA of Greater Pittsburgh program participants outside of the YMCA.

This shall include, but not limited to, inviting children to your home, babysitting in the child's home, or soliciting other employment opportunities involving a YMCA program participant.

Immediate disciplinary action will be taken by the YMCA toward staff and volunteers when such a violation is discovered.

All expectations to this policy must have prior approval from the President of the YMCA of Greater Pittsburgh.

DRUG AND SUBSTANCE ABUSE-FREE WORKPLACE POLICY

The unlawful manufacture, distribution, sale, possession, or use of a controlled substance on YMCA of Greater Pittsburgh property is prohibited. The YMCA of Greater Pittsburgh retains the right to regularly or periodically search individuals and their personal effects to ensure compliance with this policy, with the understanding that such searches are not an indication of someone's guilt.

Because the YMCA of Greater Pittsburgh recognizes alcohol and drug dependency as a major health and/or behavior problem, employees in need of help in dealing with alcohol or drug dependency should contact the V.P. of Human Resources for confidential assistance in finding a suitable rehabilitation and counseling program. No disciplinary action will be taken so long as the employee voluntarily applies for help prior to engaging in conduct for which discipline would be imposed. As a general rule, however, only one treatment opportunity will be provided.

The YMCA of Greater Pittsburgh reserves the right at any time, at its sole discretion, to require an applicant for employment to undergo a drug screening test as part of the hiring process or to require an employee to submit to drug and/or alcohol screening whenever there is reason to suspect the employee has violated this policy.

The Drug Free Workplace Act of 1988 requires that all employees notify the YMCA of Greater Pittsburgh of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. The YMCA of Greater Pittsburgh is then required to notify the appropriate federal agency within ten (10) days after such notification.

Violation of this policy will result in disciplinary action, up to and including immediate termination of employment for a first offense and possible criminal prosecution.

DRIVER SAFETY POLICY

General Safety Rules

The YMCA of Greater Pittsburgh makes every effort to avoid or keep accidents to an absolute minimum. This can be done only by establishing sound safety procedures and by a team effort dedicated to the prevention of accidents. We intend to maximize efficiency but always consistent with safety.

Accident prevention is everyone's responsibility. But no program can be effective without everyone's cooperative support and effort to follow and improve on it day by day. We need, want, and expect everyone's support, because safety is everyone's business.

Nothing is more important to our continuing success than a safe, efficient, and healthful working environment. It is everyone's responsibility to be familiar with and follow our general safety rules and otherwise follow common sense standards of working safely:

- a. Report all personal injuries or damage to property at once, no matter how slight. Because small cuts or scratches can become infected, get first aid promptly.
- b. Do not operate equipment which is not in safe condition. Report any equipment breakdown immediately and also report any unsafe condition or hazard.
- c. When lifting, use approved lifting methods: stand close to load, have good footing, bend your knees, squat down, grasp the load firmly, keep back straight and push up with your legs. Always ask for help when loads are too heavy, bulky, or awkward.
- d. Always practice good housekeeping. Return all tools, equipment, and materials to their proper storage area. Keep all aisles and work areas clear and clean. Dispose of trash in proper trash containers.
- e. Don't horseplay; avoid distracting others by running, yelling, throwing objects, and practical joking.

g. Help new employees learn their job the safe way by pointing out and contrasting safe and unsafe work habits.

h. Wear approved safety equipment whenever warranted.

Exercising at Work

Recreation is a major emphasis of the YMCA and therefore staff should be able to recreate before, during and after work. However, staff may only engage in a recreation activity at work when it is required as part of their job or when on a break.

Exercising during work hours must be done in accordance with the YMCA's safety policies. Injuries or accidents incurred on break time or off-duty are not considered work-related injuries and will not be covered by workers' compensation insurance.

INSPECTION POLICY

The YMCA of Greater Pittsburgh provides desks, cabinets, lockers, computers, computer memory, communication equipment, and office supplies for work-related use. These and other equipment and fixtures remain the Association's sole property.

YMCA of Greater Pittsburgh property must be available for inspection at all times in order to protect the interests of the Association, its employees, and its members. The YMCA of Greater Pittsburgh reserves the right to open and inspect desks, cabinets, computers, computer memory (including e-mail), communications systems (including voice-mail), other furniture and office equipment as well as the contents, effects or articles they contain. Such an inspection can occur at any time, with or without advance notice, consent, or the employee's presence. Anyone who fails to cooperate in any inspection will be subjected to disciplinary action, up to and including discharge.

The YMCA of Greater Pittsburgh is not responsible for any personal property that is lost, stolen or destroyed while on Association premises.

NO SMOKING POLICY

Smoking or use of chewing tobacco by any person in any enclosed area on YMCA of Greater Pittsburgh property is prohibited. Any employee who intentionally violates this policy is subject to disciplinary action up to and including termination of employment. Non-employees smoking in enclosed areas of any branch should be requested to stop smoking. If a non-employee persists in smoking after being requested to stop, the matter should be reported to the branch executive.

The sale of tobacco on Association property is strictly prohibited. Vending machines containing tobacco are also prohibited.

The YMCA of Greater Pittsburgh will comply with all applicable local smoking ordinances.

EMPLOYEE RESPONSIBILITY

Changes in Personal Information

Employees must inform their branch administrative office of any personal changes in:

- Address
- Phone number
- Marital status (name change, beneficiaries, tax deductions, etc.)
- W-4 deductions
- Alien registration
- Benefits
- Beneficiaries

This information will be sent to the Human Resources Department.

Clothing and Appearance

Due to the nature of the YMCA of Pittsburgh's work, appropriate, clean, neat and safe dress is expected of all employees. Each employee should discuss appropriate dress with their supervisor and must dress within those standards.

No Solicitation/No Distribution

If the YMCA of Greater Pittsburgh is to continue to succeed, working time must be for working. As such, the YMCA of Greater Pittsburgh applies the following rules prohibiting solicitation of individuals and distribution of written materials:

- a. An employee may not solicit for any purpose or distribute materials or literature of any kind, to other employees, when either employee is on working time.

b. Distribution of written materials by employees is prohibited at all times in the YMCA of Greater Pittsburgh's working areas and is also prohibited in membership service areas and rest rooms used by the public.

c. Solicitation by non-employees is prohibited at all times on the YMCA of Greater Pittsburgh's premises.

d. Distribution of written materials by non-employees is prohibited at all times on the YMCA of Greater Pittsburgh's premises.

e. These rules apply to solicitation and distribution for all purposes, including miscellaneous charities (other than The United Way and the YMCA's community support campaign), outside insurance companies, raffles, schemes, lotteries, magazines, labor organizations, societies, lodges, and similar activities or organizations.

It is a violation of these rules to solicit or distribute or be solicited in a prohibited manner.

TELEPHONE USAGE (CELL PHONES INCLUDED)

Personal Telephone Calls

Personal phone calls during scheduled working time should be avoided or, if absolutely necessary, kept as short and as infrequent as possible. Generally, personal telephone calls should be made during break or meal periods.

Cellular Phones

To increase efficiency and better serve its business needs, the YMCA provides some employees with cellular phones. The YMCA cellular phones are to be used for business purposes only. The YMCA recognizes, however, that there will be times when it is impossible to avoid charges for personal calls (for example, personal incoming calls or calls made due to a personal emergency). Therefore, employees are required to go over their cellular phone bill each month and designate which, if any, calls were not business calls. Employees then must reimburse the YMCA for those charges. The YMCA's cell phone plan does not include text messaging and staff should not use the text feature.

Violation of this policy, including any dishonesty in reporting personal charges, will result in disciplinary action, including the possibility of employment termination.

The YMCA prohibits employees from using cellular phones while operating a YMCA vehicle or while driving a non-YMCA vehicle during their YMCA work hours or while driving and conducting YMCA business.

COMPUTER USER POLICY

Scope

The YMCA of Greater Pittsburgh provides electronic communications as an essential tool to employees whose job responsibilities require the use of such communications. Like all powerful tools, it has the ability to damage as well as to assist. This policy is intended to promote constructive, rather than destructive, use of computers and e-mail. It addresses issues of privacy, responsible use, disciplinary action, and interpretation and control.

Permissible Uses of Electronic Communications

The use of any YMCA resources for electronic communications should be related to YMCA business. Only employees and other authorized persons conducting YMCA business may use the electronic communication systems.

Although YMCA resources for electronic communications are to be used for YMCA business only, a minimal amount of usage for personal communications will be allowed. However, employees must use good judgment and limit the amount and frequency of such use. Never use YMCA resources for personal gain. The sending of junk and random electronic mail is prohibited. Under no circumstances are the YMCA's resources to be used for commercial, political, religious or illegal purposes. More than minimal use of YMCA electronic communications resources for non-work related purposes may result in discipline, up to and including discharge.

Prohibited Uses of Electronic Communications

1. Internet, Intranets, Networks, Electronic Mail and Online Services
 - Internet, Intranets, Networks, Electronic Mail, and Online Services ("Electronic Communications Technology") shall not be used for Internet radios, streaming audio, streaming videos, Internet peer-to-peer file sharing, non-business related open forum discussions and instant messaging.

- Employees will not use Electronic Communications Technology to communicate to YMCA members without permission from their Branch Executives.
- Employees will not use Electronic Communications Technology for operating a business for personal gain, sending chain letters or soliciting money for religious or political causes.
- Employees will not use Electronic Communications Technology to transmit or download material that is offensive, obscene, pornographic, threatening, or racially or sexually harassing.
- Employees will not use Electronic Communications Technology to disseminate or print copyrighted materials (including articles and software) in violation of copyright laws.
- Employees shall take all reasonable precautions to prevent the inadvertent dissemination of anyone else's information via Electronic Communications Technology.
- Employees are reminded that access to and use of the Internet, including electronic mail, is not confidential and may be accessed by the YMCA or others.
- Employees are not to use Electronic Communications Technology for malicious purposes against and/or to embarrass the YMCA or any other parties.
- Prohibited conduct also includes but is not limited to:
 - Sending unsolicited electronic mail (spam) using YMCA email accounts.
 - Knowingly distributing or creating computer viruses or malicious code.
 - Providing avenues by which hackers or attackers can gain access to systems and their data.
 - Distributing or displaying confidential information.

- Data tampering, by falsifying, destroying, removing, concealing, altering, defacing, or mutilating data.
- Sabotage.
- Interrupting or impairing mass communications or public service communications.
- Accessing or attempting to access confidential data without appropriate authorization and legitimate business-related reasons.

2. PC Systems and Usage

- PC Systems that are assigned to employees are YMCA property and will be administered by the Information Technology Department.
- PC Systems (including laptops and printers) and Personal Digital Assistants, assigned to an employee for remote access purposes, are to be used for business purposes only and are subject to recall by the Information Systems Technology Department for administrative reasons, *e.g.*, software/hardware updates.
- Software of any kind is not to be installed without the consent of the Information Systems Technology Department.
- Removal of PC Systems, adjacent hardware (networking or networked equipment including printers) and software, without the permission of the Information Systems Technology Department will be considered theft of YMCA property. If PC Systems need to be taken to a remote location for business purposes, contact the Information Systems Technology Department.
- All software must be used in accordance with its licensing agreement.
- Employees may not make unauthorized copies of any software.
- Employees are given accounts to access services on the network and are not to share or display their account information in any manner.

Password Selection and Protection

Select difficult passwords. Change them regularly, and protect them from others. Damage can be done if your password is compromised. Users will be held accountable for password selection and protection. Do not share passwords with anyone. Do not write it down where others can find it, do not send it over any Internet, Intranet, e-mail, dial-up modem, or any other communication line. Poor password selection and safekeeping is not acceptable and may result in discipline. It is the responsibility of each employee to maintain the confidentiality of their passwords so that the security of the YMCA's computer systems and networks may be ensured.

YMCA Access and Disclosure

YMCA-provided computer equipment and the information stored in such equipment is the property of the YMCA. The YMCA reserves the right, in its complete discretion, to review any employee's e-mail files, messages, stored data, and usage at any time and without advance notice and/or permission. The YMCA will not monitor electronic messages as a routine matter, but reserves the right to do so at its sole discretion. The contents of electronic communications properly obtained by the YMCA for legitimate business purposes may be disclosed without the permission of the employee. The YMCA will attempt to refrain from disclosures that could create personal embarrassment, unless such disclosure is required to serve a business purpose or satisfy a legal obligation.

Employees must respect other people's electronic communications and are not to obtain unauthorized access to anyone else's e-mail or voice-mail messages, except at the YMCA's specific direction to investigate compliance with this policy.

Disciplinary Action

Appropriate disciplinary action up to and including termination of employment will be taken against individuals found to have engaged in prohibited use of the YMCA's electronic communications resources.

Interpretation and Control

The V.P. of Business Information Systems is responsible for the daily administration of this Policy.

DRIVER SAFETY REGULATIONS POLICIES

The following rules apply to employees who must drive a vehicle on the job as part of their work duties.

A driver and all occupants must wear safety belts when the vehicle is in operation. Drivers must abide by federal, state, and local motor vehicle laws, regulations and ordinances.

A driver must not operate a vehicle at any time when his/her ability to do so is impaired, affected, or influenced by alcohol, illegal drugs, prescribed or over-the-counter medication, illness, fatigue, or injury.

Drivers are responsible for ensuring their vehicle is maintained in safe driving condition. Cell phone use is prohibited while operating a YMCA vehicle.

PROBLEM SOLVING PROCEDURE

The YMCA of Greater Pittsburgh wants to have all problems aired and hopefully resolved in a timely manner and on an individual basis to ensure that all employees are treated fairly and justly.

If you have a concern, a problem, or a complaint, please use the following procedures:

a. The best way to clarify a misunderstanding, solve a complaint, or resolve a difference of opinion is to discuss the problem directly with your supervisor. Your supervisor is generally the one who knows the easiest and most effective way to deal with the situation. Your supervisor knows you and your work and is usually in the best position to help you.

b. There may be instances where you do not understand or agree with the supervisor's position on a matter and would like to have it further clarified. In these instances, you may request to discuss the matter with your branch executive.

c. If your complaint involves both your immediate supervisor and your branch executive, or you feel a satisfactory resolution has not been reached, or if you feel uncomfortable about discussing the matter with your supervisor or branch executive, you may make arrangements to discuss the matter directly with the V.P. of Human Resources.

WORK RULES/CODE OF CONDUCT

SPECIFIC RULES

Policy Overview

Written rules can be guidelines only; they cannot be all inclusive. Beyond written rules, each of us is expected to conform to common and accepted standards of behavior and job performance as well as written rules.

Specific Rules

Listed below, by way of example, are certain types of misconduct that will result in discipline, up to and including discharge. Violating any of Rules 1-15 normally will result in immediate dismissal. Violating any of Rules 16 - 35 may result in discharge or a lesser form of discipline, depending upon the circumstances.

1. Falsifying YMCA records, including employment applications, time or medical records, recording anyone's time but your own or allowing another employee to record your time.
2. Conduct contrary to the YMCA's Code of Conduct.
3. Refusal to follow YMCA instructions.
4. Deliberate destruction or defacing of YMCA property, a member's property or the property of a fellow employee.
5. Fighting or provoking a fight on YMCA's premises or while on duty.
6. Assaulting, threatening, intimidating, coercing or interfering with members, supervisors or employees.

7. Possession of weapons while on YMCA premises or while on duty.
8. Making, publishing, or repeating false, vicious or malicious statements concerning the YMCA of Greater Pittsburgh or any member, supervisor, or employee of the YMCA.
9. Unauthorized removal or alteration of YMCA records or release of confidential information.
10. Theft or misappropriation of money or property.
11. Possession or consumption of, or being under the influence of, alcohol or controlled substances such as mind altering drugs while on the YMCA's premises, while on duty, or while operating a YMCA vehicle unless the employee has a valid prescription and authorization from the YMCA.
12. Illegal, immoral or indecent conduct.
13. Gross negligence.
14. Unauthorized absence of three (3) consecutive days.
15. Excessive absenteeism or tardiness.
16. Failure to complete your time record.
17. Violating the YMCA's dress code.
18. Failure to call in and report an absence prior to starting time.
19. Failure to adhere to starting, quitting or break times.

20. Taking excessive or overstaying breaks.
21. Unauthorized or excessive use of a YMCA telephone.
22. Leaving a work assignment without permission.
23. Neglecting assignments, sleeping, or other “loafing.”
24. Failure to carry out work responsibilities in an efficient, responsible, satisfactory and acceptable manner.
25. Abusive language to a member, supervisor or fellow employee.
26. Misuse of equipment, products, materials, or property, including graffiti.
27. Unauthorized solicitation or collection of contributions for any purpose whatsoever on YMCA premises or work locations, where the solicitation or collection interferes with the working time of either the employee soliciting or the employee being solicited.
28. Unauthorized distribution of literature of any description in working areas, or at any time in which it interferes with the working time of employees.
29. Posting, removing or defacing notices, signs, or writing in any form on YMCA’s property at any time without permission.
30. Gambling in any form on YMCA’s premises or work locations.
31. Disobeying safety regulations.
32. Horseplay.

33. Creating or contributing to disorderly or unsanitary conditions.

34. Failure to report an accident, no matter how slight, when such an accident occurs on YMCA property or work locations.

35. Performing personal work on Company premises without express permission.

36. Ethical violations

The above list of rules of conduct is not intended to be all inclusive, but illustrates some of the types of behavior that ordinarily warrant imposition of disciplinary action or discharge. The disciplinary action to be imposed will be determined in accordance with the YMCA's practice to consider the seriousness of the conduct, prior infractions and the employee's past record. In any situation requiring disciplinary action, the YMCA reserves the right to determine the nature and severity of such action. Depending upon the seriousness of the violation, immediate discharge may be required.

NO HARASSMENT POLICY

General Rules

It is the policy of the YMCA of Greater Pittsburgh to maintain a working environment free from sexual, racial, age-based, religious, ethnic, disability, sexual orientation, and any other form of forbidden harassment of any YMCA of Greater Pittsburgh personnel or applicant. Such harassment in any manner or form is expressly prohibited. It is also our policy that no individual will be subjected to any unwelcome conduct that is or should be known to be offensive because of his or her gender, race, age, religion, ethnicity, disability, sexual orientation, or other protected category.

All reported or reasonably suspected occurrences of forbidden harassment will be investigated (in accordance with the Procedures, outlined below) in a confidential manner and as promptly and thoroughly as is practicable and necessary. Where forbidden harassment has occurred, the YMCA of Greater Pittsburgh will take appropriate disciplinary or other corrective action, up to and including termination.

There will be no retaliation against an individual who has complained about or reported alleged forbidden harassment or who has cooperated with an investigation of alleged forbidden harassment.

Conduct Prohibited By The Policy

For purposes of this Policy, forbidden harassment includes the following:

Hostile Environment Harassment. Hostile environment sexual harassment may occur when there are unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature. Also, non-sexual conduct that is unwelcome and offensive and which is directed at an individual because of the individual's gender may create a hostile environment. Racial, age-based, religious, ethnic, disability, sexual orientation, and other forbidden forms of harassment may occur when there is conduct that is motivated by or relates to an individual's race, age, religion, ethnicity, disability, sexual orientation, or other legally

protected characteristics. Hostile environment harassment occurs when such conduct is sufficiently severe or pervasive to and does: (i) unreasonably interfere with an individual's work performance, or (ii) create an intimidating, hostile, or offensive work environment.

“Quid Pro Quo” Sexual Harassment. “Quid Pro Quo” sexual harassment may occur when there are unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature, when: (i) submission to such conduct is an explicit or implicit condition of employment, or (ii) submission to or rejection of such conduct is used as the basis for employment decisions.

Special Note On Civility and Professionalism

It is not the purpose of this Policy to promulgate a detailed code of civility and professionalism. However, the YMCA of Greater Pittsburgh believes that the best way to avoid situations that may be construed as harassment is for all personnel to treat each other in a respectful and professional manner.

Responsibilities

The YMCA of Greater Pittsburgh's Policy prohibits harassment by YMCA personnel against any person, as well as harassment directed towards YMCA personnel by members, contractors, consultants, suppliers, vendors, visitors, and other non-employees, when such conduct occurs at the YMCA of Greater Pittsburgh's work locations or in connection with YMCA activities or the performance of the YMCA's work.

The YMCA of Greater Pittsburgh will make reasonable efforts to see that the actions of its agents and supervisory employees are free from forbidden harassment, and will take appropriate corrective action when it learns of such forbidden harassment. The YMCA of Greater Pittsburgh also will take appropriate corrective action in those instances where it, its agents, or supervisory employees, learn of forbidden harassment of any YMCA personnel or applicant. All levels of the YMCA management and supervisory employees will:

- Reject any offer or promise of sexual or other favors made by any employee or applicant in anticipation of or in exchange for some employment decision and at the same time advise such employee or applicant that such an exchange violates YMCA policy and will not be tolerated.
- Avoid forbidden harassment, including the appearance of such harassment, by refraining from actions, language, and jokes, and by disposing of materials such as posters or magazines, which could reasonably be anticipated to offend an employee or applicant.
- Report to management, in accordance with the procedures set forth below, any forbidden harassment that they observe, that is made known to them by others, or that they reasonably suspect has occurred.
- Assure YMCA personnel as necessary that all forms of forbidden harassment are expressly prohibited, that the YMCA will investigate reported and suspected occurrences of forbidden harassment, and that the YMCA will take appropriate corrective action when forbidden harassment is found to have occurred.

Procedures

Notification Procedure

Any YMCA of Greater Pittsburgh personnel or applicant who feels that he or she is being or has been subjected to forbidden harassment or who knows of or suspects the occurrence of forbidden harassment should promptly and in confidence inform either their immediate supervisor, Branch Executive, or V.P. of Human Resources. In addition, and while not mandatory, the YMCA of Greater Pittsburgh encourages its personnel to advise the person engaging in the offensive conduct that the conduct is offensive and should be stopped.

In addition, all management and supervisory personnel at the YMCA of Greater Pittsburgh have an affirmative duty to report promptly to the V.P. of Human Resources any forbidden harassment

that they observe, that is made known to them by others, or that they reasonably suspect has occurred.

Investigation Procedure

All reported occurrences of forbidden harassment will be investigated as promptly and thoroughly as is practicable and as is required under the circumstances. The individual who makes the report or is the target of the alleged harassment will be assured that all forms of forbidden harassment are expressly prohibited, that the YMCA of Greater Pittsburgh will conduct a confidential investigation, and that the YMCA will take appropriate corrective action if forbidden harassment is found to have occurred.

The YMCA of Greater Pittsburgh will designate the individual who will be responsible for conducting the investigation of the reported incidents of harassment. The timing, scope, and extent of the investigation will be determined by the YMCA of Greater Pittsburgh on a case-by-case basis, considering the circumstances of the alleged harassment. All investigations will be conducted to protect, as much as practicable, the privacy of all persons concerned. The YMCA of Greater Pittsburgh expects its personnel who are contacted in connection with an investigation to cooperate fully.

Pending the outcome of an investigation, reasonably necessary and prudent interim measures, such as separation of the complainant and the alleged offender, suspension of the alleged offender, or temporary leave for the complainant, will be taken at the YMCA of Greater Pittsburgh's discretion, taking into consideration the complainant's wishes, the seriousness of the accusations, the background of the situation, and any other relevant information.

Resolution and Outcome of Investigation

Following an investigation, the YMCA of Greater Pittsburgh will take such action that it deems necessary or appropriate under the circumstances --

No Violation. In the event that the investigation discloses insufficient grounds or basis to substantiate a violation of this Policy, all necessary parties will be so advised.

Violation. In the event that the investigation discloses a violation of this Policy, the YMCA of Greater Pittsburgh will communicate its findings to both the complainant and the alleged offender. Based upon the totality of the circumstances, appropriate disciplinary and/or other corrective action, up to and including termination, will then be taken. The action taken will be reasonably calculated to prevent any further unacceptable conduct. It is within the YMCA of Greater Pittsburgh's discretion to determine the appropriate corrective action.

In the event an investigation of a reported or suspected occurrence of forbidden harassment reveals that any person has lodged a knowingly false or frivolous complaint, fabricated facts, or failed to tell the truth, the YMCA of Greater Pittsburgh may take appropriate disciplinary and/or other corrective action.

No Retaliation

No individual who reports or complains about forbidden harassment, or who assists the YMCA of Greater Pittsburgh in its investigation, will be subjected to retaliation. Anyone who feels that he or she has been the victim of, or threatened with, retaliation, should immediately inform one of the individuals identified above for purposes of receiving reports or complaints.

CONFLICTS OF INTEREST

The YMCA of Greater Pittsburgh expects and requires each employee to avoid any interest or activity which conflicts with or casts doubt upon the employee's ability to exercise his or her best objective judgment in acting on the Association's behalf. It is impossible to specify each and every forbidden activity. But certainly included as forbidden activities would be any action which would or could (a) conflict with the YMCA of Greater Pittsburgh's interests in any way; (b) harm or embarrass the YMCA; (c) violate any law or ethical principle; or (d) deprive the YMCA of Greater Pittsburgh of an employee's undivided loyalty and unimpaired efficiency in performing his or her regular duties on the Association's behalf.

Unless given advance written approval from the Chief Executive Officer, no employee will directly or indirectly maintain any outside business or financial interest or engage in any outside employment, business, or activity that conflicts with the interests of the Association.

Employees will not solicit or accept money, gifts, or anything else of value from vendors or others who presently do or may do business with the Association.

Sometime during your employment, you may wonder whether an action which you are considering or another employee is considering has the potential to create a conflict of interest. If that situation should occur, you must immediately notify the V.P. of Human Resources to discuss the matter further and reach a decision as to whether the action by you or the other employee is appropriate and consistent with this policy.

COMPENSATION FOR SERVICES TO OUTSIDE INTERESTS

Program staff and administrative staff with prior written approval from their immediate supervisor may provide consulting or other reimbursable services to other YMCAs or kindred organizations as part of the staff person's regular work schedule. Compensation for these services is to be paid to the YMCA of Greater Pittsburgh.

Employees must obtain written approval from their supervisor in advance to provide consulting services outside of their regular work schedule to any other organization. When consulting services are provided outside of the regular work schedule or are done during normal time off, the employee may retain consulting fees.

VIOLENCE IN THE WORKPLACE

The YMCA of Greater Pittsburgh seeks to provide a safe, secure and violence-free environment for all employees, participants, clients, volunteers, and guests. This applies to YMCA facilities and all other places at which the YMCA operates its programs and activities. The threat of violence in the workplace is in direct conflict with the YMCA's mission and values, and will not be tolerated.

The Association will work to prevent violent incidents from occurring. All employees are responsible for helping to maintain a violence-free environment, and therefore, are required to promptly and accurately report incidents, whether or not physical injury has occurred. Employees and volunteers also need to promptly report threats of violence or conversations that imply threats of violence, whether made by staff, members, youth, or other individuals.

Employees are expected to conduct themselves in keeping with the YMCA's mission. Workplace violence is considered to be misconduct, and the Association will take appropriate actions in response to workplace violence, up to and including termination of employment. The Association may contact the police and other authorities for assistance depending upon the circumstances. Due to the nature of the YMCA, violent actions by employees that occur off YMCA premises may be considered work-related, and the Association will take appropriate steps, up to and including termination of employment.

Every employee has the responsibility to immediately report any incident involving a threat of violence or act of violence to his or her supervisor, branch executive, or the V.P. of Human Resources. The YMCA of Greater Pittsburgh will investigate the matter and take appropriate corrective action, including disciplinary action, up to and including termination of employment, against any employee who violates this policy.

The YMCA of Greater Pittsburgh provides an employee assistance program (EAP) for all regular full-time and part-time employees. Employees may call the EAP directly or may be referred to the EAP program by their supervisor when deemed necessary. The EAP is confidential and provides help to staff during times of stress and crisis.

TERMINATION OF EMPLOYMENT

Your employment with the YMCA of Greater Pittsburgh will be considered terminated for the following reasons:

Resignation

Resignation is your voluntary termination of employment. If you wish to resign from your position, you should give written notice to your supervisor or branch executive as early as possible, but no less than two (2) weeks prior to your last working day. This will enable the YMCA of Greater Pittsburgh to begin the process of obtaining a replacement.

Employees who give at least two weeks' notice will not forfeit pay for earned but unused vacation and any other previously earned but unused benefits.

Involuntary Termination

Termination initiated for any reason by the YMCA of Greater Pittsburgh is considered to be an involuntary termination. These usually occur for reasons such as:

- Less than satisfactory performance, including attendance or attitude.
- Misconduct. (See Work Rules)
- Reorganization, reduction in staff, or a change in the YMCA of Greater Pittsburgh's requirements.

SEVERANCE PAY PROGRAM

PROGRAM HIGHLIGHTS

- A YMCA of Greater Pittsburgh (“YMCA of PGH”) employee is eligible to begin participation in the YMCA of Greater Pittsburgh’s Severance Pay Program if he or she is an Eligible Employee and has completed one (1) year of Continuous Service with the YMCA of PGH.
- An “Eligible Employee” is an employee who is classified as a full-time common law employee of the YMCA of PGH.
- An Eligible Employee will be provided with Program Benefits under the following conditions:
 - If his or her employment is terminated by the YMCA of PGH for a reason other than *for cause* and the employee does not transfer to another YMCA; and
 - If he or she executes and delivers to the Severance Pay Manager an irrevocable General Release, in the form provided by and acceptable to the YMCA of PGH and within the time frame specified by the YMCA of PGH.
- Program Benefits are not provided to:
 - An Eligible Employee who retires, quits, or otherwise voluntarily terminates his or her employment with the YMCA of PGH.
 - An Eligible Employee who is covered by a separate agreement that provides compensation and/or benefits for periods following his or her termination of employment.
- An Eligible Employee who is notified by the YMCA of PGH of his or her termination and who signs a General Release will receive severance pay in an amount equal to his or her “monthly base salary” multiplied by the appropriate multiplier related to his or her Employment Classification and *full years* of Continuous Service.
- Severance pay can be taken either in one lump sum payment or in the form of “salary continuance.” An Eligible Employee electing salary continuance will have his or her medical, dental, and vision coverages, if applicable, continued for the salary continuance period.
- Regardless of whether salary continuance is elected, the Eligible Employee will cease to be an employee of the YMCA of PGH for all purposes effective as of the official severance date set forth in the formal notification of entitlement to Program Benefits.

- The YMCA of PGH reserves the right to amend, modify, or terminate the Program at any time.

SEVERANCE PAY PROGRAM

ADMINISTRATIVE INFORMATION

The YMCA of PGH (“YMCA of PGH”), through the YMCA of Greater Pittsburgh Severance Pay Program (the “Program”) hereinafter set forth, provides severance payments and certain benefit coverages to eligible employees whose employment is terminated by the YMCA of PGH for reasons other than for cause. The Program is provided voluntarily by the YMCA of PGH and is not based on any consideration for services rendered in the past or in the future. The Program is subject to revision or termination at the YMCA of PGH’s sole discretion at any time.

The Severance Pay Manager is responsible for the day-to-day administration of the Program, including, by way of example, determining eligibility for, and the amount and duration of, all Program benefits.

You may obtain additional information regarding the Program by contacting the Severance Pay Manager, YMCA of Greater Pittsburgh, 330 Boulevard of the Allies, Pittsburgh, PA 15222.

This booklet is both the Program Document and Summary Plan Description of the Program. You are receiving this combined Program Document and Summary Plan Description as required by ERISA. Please keep this booklet for your reference.

ELIGIBILITY

ELIGIBILITY TO PARTICIPATE A YMCA of PGH employee is eligible to begin participation in the Program if he or she is an Eligible Employee and has completed one (1) year of Continuous Service with the YMCA of PGH.

An “**Eligible Employee**” is a person who is classified by the YMCA of PGH as a full-time common law employee of the YMCA of PGH.

Eligible Employees who satisfy the eligibility requirements are sometimes referred to as “**Participants**” in the Program.

A “**common law**” employee is any person providing services to the YMCA of PGH in an employer-employee relationship. The term does not include independent contractors, leased employees, interns or other persons working for the YMCA of PGH as part of their educational program, seasonal or temporary workers (generally a person employed for a period of less than 6 months), employees hired for a fixed period of time pursuant to a written agreement, or other non-traditional employment relationships not expressly classified as a “common law” employee by the YMCA of PGH and without regard to whether the Internal Revenue Service, the Department of Labor, or

any other Federal, State, or local governmental agency may subsequently determine a person to be a "common law" employee.

“**Continuous Service**” begins on the date the Eligible Employee first performs an hour of compensable work for the YMCA of PGH as a full-time or part-time employee and ends on the earliest to occur of the employee’s resignation, retirement, displacement, discharge, death, or other separation of employment (“Break in Service”). Periods of compensable work performed by an employee prior to becoming an Eligible Employee are not counted as “Continuous Service.” Former Participants who are rehired following a Break in Service shall lose all prior periods of Continuous Service and shall be treated as a new employee, unless this requirement is waived in a writing signed by the Severance Pay Manager. Except where expressly provided in the governing agreement, persons who become employees of the YMCA of PGH as a result of the YMCA of PGH’s merger or combination with the person’s prior employer shall not receive any Continuous Service credit under this Program for their period of employment with such prior employer.

**ELIGIBILITY
FOR BENEFITS**

Except as otherwise provided in this section of the Program Document, and subject to formal notification of eligibility and the Eligible Employee signing a General Release in the form acceptable to the YMCA of PGH, an Eligible Employee is eligible to receive benefits (severance payments and certain benefit coverage) if the YMCA terminates his or her employment for a reason other than “For Cause” and the employee does not transfer employment to another YMCA.

For purposes of this Program, a termination “**For Cause**” means, to the maximum extent permitted by applicable law and as determined by the YMCA of PGH in its sole discretion, a separation of employment by the YMCA of PGH: (a) because of “conviction” of or entering a plea of *nolo contendere* with respect to a felony, or any misdemeanor evidencing moral turpitude, deceit, dishonesty or fraud, (b) for engaging in conduct which constitutes failure to perform employment duties, (c) for violating a material provision of the YMCA of PGH’s Employee Handbook (as the same may be modified from time to time), or (d) for engaging in any misconduct which the YMCA of PGH determines, in its sole discretion, has the effect of being injurious to the YMCA of PGH.

A Participant is not eligible to receive benefits under the Program in the following cases:

- When the Participant retires, quits, resigns, or otherwise voluntarily terminates his or her employment with the YMCA of PGH, or dies.
- When the Participant has been absent from work on account of Short or Long-Term Disability, Workers' Compensation, or any other reason (with

or without compensation) for a period of six months or more.

- When the Participant is covered by a separate agreement that provides compensation and/or benefits for periods following the Participant's separation of employment ("Separate Agreement"), except where the Separate Agreement expressly provides that the Participant shall remain eligible for benefits under this Program.
- When the Participant declines the YMCA of PGH's offer of employment in a position different than the one from which the Participant is being separated and the YMCA of PGH determines (in its sole discretion) that the position offered: (a) does not involve a significant change in the level of responsibility; (b) does not impose an unreasonable change in hours of work; (c) would not involve more than a 20% reduction in base salary initially available to the Participant; and (d) is otherwise consistent with the Participant's skills, training, and work experience.

**RELEASE
REQUIREMENT**

When the general conditions for eligibility for benefits are met, a Participant becomes eligible for benefits if he or she (a) is notified in writing of the permanent separation of his/her employment for a reason other than "For Cause" and (b) executes and delivers to the Severance Pay Manager, or his or her designee, an irrevocable General Release, in the form provided by and acceptable to the YMCA of PGH and within the time frame specified by the YMCA of PGH. The General Release will include, among other items, a release of all employment related and other claims that may, by law, be released.

**NOTIFICATION
OF ELIGIBILITY
AND
OFFICIAL
SEPARATION
DATE**

Participants will be notified in writing of their Official Separation Date, the amount of any severance pay to which they are entitled, payment options, and any benefit coverage continuation options. Such written communication constitutes formal notification under the Program. Oral communications or written estimates of possible benefits do not constitute formal notification under this Program.

A Participant's Official Separation Date is the date he or she ceases to be a YMCA of PGH employee.

Note: The YMCA of PGH complies with any applicable legislation requiring employers to give notification of layoffs, site closings, force reductions, etc., in accordance with such legislation.

BENEFITS

**SEVERANCE
PAY**

A Participant whose employment is severed by the YMCA of PGH for reasons other than for cause, who meets the eligibility requirements of the Program, and who executes the required General Release will receive

COMPONENTS severance pay in an amount equal to the Participant’s “monthly base salary” (defined below) multiplied by the appropriate multiplier related to the Participant’s *full years* of Continuous Service in accordance with the following schedule:

Employment Classification	Years of Continuous Service	Monthly Base Salary Multiplier
<i>Steps 1 through 5 on YMCA of PGH’s Salary Guide Chart</i>	1 - 4	1
	5 - 9	2
	10+	3
<i>Steps 6 and 7 on YMCA of PGH’s Salary Guide Chart</i>	1+	4
<i>Steps 8 and 9 on YMCA of PGH’s Salary Guide Chart</i>	1+	6

The severance payment is subject to withholding required by law, and will be reduced by any monies owed by the Participant to the YMCA of PGH, including but not limited to health care premium contributions, as applicable.

Monthly Base Salary — As calculated for purposes of this Program, “monthly base salary” means the employee’s monthly base salary or wages with the YMCA of PGH in effect immediately prior to his or her Official Separation Date and is exclusive of all special adjustments or increments such as shift differentials, overtime, profit sharing, bonus payments, incentive payments, and the cash value of any and all non-cash benefits.

Continuous Service shall have the same meaning as the definition set forth above applicable to Eligibility to Participate.

**SEVERANCE
PAYMENT
METHOD**

Participants must elect one of the following severance payment methods:

Lump-Sum Payment — The Participant receives the total severance pay allotment in one lump-sum payment. The lump-sum payment will be made within 15 days after (i) the Severance Pay Manager (or his or her designee) receives the General Release executed by the Participant and (ii) the expiration of any applicable period of time during which a Participant may elect to revoke the General Release.

Salary Continuance — The Participant receives the total severance pay allotment in periodic installments of base salary on regular YMCA of PGH

pay days. The initial and/or final salary continuation payment will be pro-rated where the number of months of salary continuance to which the Participant is entitled does not correspond exactly to the start and/or end dates of the related regular payroll periods. Payments will commence as of the next regular pay day following 15 days or more after the Severance Pay Manager (or his or her designee) receives the General Release executed by the Participant and after the expiration of any applicable period of time during which a Participant may elect to revoke the General Release.

If and when the Participant commences other employment (or self-employment) outside of the YMCA of PGH, the periodic installments cease and the unpaid balance, if any, of the total severance pay allotment is paid in a lump sum. Separated employees receiving salary continuance payments must notify the Severance Pay Manager as soon as possible, but in no event later than three (3) work days, of their beginning employment with another employer. Such notification will not affect the separated employees' right to receive any unpaid installments of the total severance pay allotment in one lump sum.

Regardless of which method the Participant chooses, the Participant's employment with the YMCA of PGH is separated effective as of his or her Official Separation Date.

**CONTINUATION
OF CERTAIN
BENEFITS FOR
PARTICIPANTS
RECEIVING
SALARY
CONTINUANCE**

Benefit Program — Participation in the medical, dental, and vision coverages offered through the YMCA of PGH Benefits program, if applicable, will continue while the employee is receiving salary continuance until the date which is the earlier of: the date the employee commences employment with a new employer or commences self-employment; or the last day for which the employee is entitled to salary continuance payments from the Program. Participation in the retirement, disability and life insurance programs offered by the YMCA of PGH, if applicable, will not continue during the salary continuation period. The YMCA of PGH reserves the right to add to or subtract from the continued benefits from time to time and at any time. The benefits to be continued with respect to any particular separated employee will be described in the official notification letter provided to the separated employee.

MISCELLANEOUS

COBRA — Effective as of their Official Separation Date, separated employees covered by a YMCA of PGH group health plan who elected the Lump-Sum Payment may elect to have such coverage continued under a federal law commonly referred to as "COBRA". For employees who elected Salary Continuance, the election may be made at the conclusion of the salary

continuation period. Under COBRA, separated employees are eligible to elect to continue their YMCA of PGH medical plan, dental plan, and vision plan coverage for up to 18 months (plus an additional 11 months in the event the separated employee subsequently becomes disabled). A spouse or dependent child of an employee who loses coverage under the YMCA of PGH medical, dental, or vision plan may be eligible to continue coverage for up to 36 months.

Life Insurance — Effective as of their Official Separation Date, Participants covered by a YMCA of PGH group term life insurance plan may elect to convert such coverage into an individually owned policy.

Disability — Effective as of their Official Separation Date, Participants are not eligible for Short-Term or Long-Term Disability benefits.

YMCA 401(k) Plan — Effective as of their Official Separation Date, Participants are not eligible to make voluntary contributions in, or receive any non-elective or matching contributions from the YMCA of PGH, in the applicable 401(k) Plan.

PTO/Salary Increase — Participants who are separated, but who elect Salary Continuance, are not eligible to accrue PTO days nor are they eligible to receive a salary increase with an effective date subsequent to their Official Separation Date during the salary continuation period.

Death — The estate of an employee who dies while receiving his/her total severance pay allotment in periodic installments shall be paid the unpaid balance, if any, of the deceased's employee's total severance pay allotment in one lump sum payment.

Correction of Errors — The Severance Pay Manager strives to operate the Program as accurately as possible. Occasionally, however, errors in determining initial eligibility and/or calculation of severance pay and benefits may occur. In such situations, the YMCA of PGH expressly reserves the right to correct any and all errors. This includes, by way of example, the right to demand repayment of any excess severance payments erroneously made to a separated employee due to miscalculations of monthly base salary and the right to adjust the number of months of severance pay being provided to a separated employee to correct miscalculations of continuous service. Any past failure to detect and/or correct any error in the operation of the Program shall not prevent or otherwise restrict the Severance Pay Manager from correcting any future error.

Effect of Conflicting Provisions — This Program document, together with any subsequent amendments adopted by the YMCA of PGH or the Severance Pay Administrator, sets forth all the terms and conditions governing the provision of severance benefits to Eligible Employees. In the event that the

terms of any written or oral description of Program benefits conflicts with the terms of this Program document, the terms of this Program document shall control.

AMENDMENT OR TERMINATION OF THE PROGRAM

While the YMCA of Greater Pittsburgh has no present intention to terminate the Program, it has expressly retained the right to amend, modify, or terminate the Program at any time; with, such powers to amend, modify, or terminate being exercisable by the Severance Pay Administrator.

Eligible Employees will be notified of any material modifications to the Program.

CLAIM AND APPEAL PROCEDURES

Participants will be notified in writing of their eligibility for benefits under this Program. Participants who are not so notified and believe that they are entitled to benefits (or disagree with the amount of benefits provided or otherwise have a disagreement with the administration of this Program by the Severance Pay Manager), must present their disagreement or “claim” for benefits in writing to the Severance Pay Manager. If the claim is wholly or partially denied, the claimant will be advised in writing within 90 days after receipt of the claim by the Severance Pay Manager (unless special circumstances require an extension of time, in which case the claimant will be provided written notice of the extension within the 90 day period) of the specific reason for the denial, the specific Program provision on which the determination is based, any additional material or information necessary to perfect the claim and a description of why such material and information is necessary and the review procedures and time limits for filing an appeal.

An appeal of a denied claim may be made by writing to the Severance Pay Administrator, at the YMCA of Greater Pittsburgh, 330 Boulevard of the Allies, Pittsburgh, PA 15222 within 60 days after receiving the written denial from the Severance Pay Manager. The claimant or their authorized representative shall be provided upon request, and without charge, opportunity to review all documents or records relevant to the claim. The Severance Pay Manager will conduct a full and fair review of the claim (including a review of all comments, documents, records or other information submitted in connection with the appeal, without regard to whether it was submitted or considered as part of the initial claim) and render a written decision to the claimant within 60 days after the receipt of the written appeal (unless special circumstances require an extension of time, in which case the claimant will be provided written notice of the extension within the 60 day period). The decision on appeal will contain the specific reason on which the

decision is based, reference to the specific Program provisions on which the decision is based and a statement that the claimant is entitled to review or receive copies of documents, records and other information relevant to the claim. The decision of the Severance Pay Administrator shall be final.

In deciding on claims and appeals, the Severance Pay Administrator shall have complete and exclusive discretionary authority and responsibility to construe and interpret the Program, to decide all questions of fact and eligibility, and to determine the amount, time, and manner of payment of any benefits under the Program.

Failure to appeal any denial of a request for benefits in the manner and within the deadlines specified above, constitutes a waiver of the right to request a review of the Severance Pay Manager's decision and is a bar to making the same request for benefits at some future date.

ADDITIONAL FACTS ABOUT THE PLAN

NAME OF PLAN YMCA of Greater Pittsburgh Severance Pay Program

NAME OF EMPLOYER YMCA of Greater Pittsburgh
330 Boulevard of the Allies
Pittsburgh, PA 15222

EMPLOYER IDENTIFICATION NUMBER [*****]

SEVERANCE PAY MANAGER Vice President of Human Resources
YMCA of Greater Pittsburgh
330 Boulevard of the Allies
Pittsburgh, PA 15222

SEVERANCE PAY ADMINISTRATOR Sr. Vice President, Operations
YMCA of Greater Pittsburgh
330 Boulevard of the Allies
Pittsburgh, PA 15222

AGENT FOR SERVICE OF LEGAL PROCESS Chief Executive Officer
YMCA of Greater Pittsburgh
330 Boulevard of the Allies
Pittsburgh, PA 15222

PLAN NUMBER 503

PLAN YEAR January 1 to December 31

TYPE OF PLAN	Welfare benefit plan
PLAN FINANCING	Unfunded; paid out of general assets of employer

ERISA RIGHTS STATEMENT

Government regulations require that all Summary Plan Descriptions include the statement shown below. The statement was drafted by the government.

As a participant in the Program, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all program participants shall be entitled to:

- Examine, without charge, at the Program Administrator’s office and at other specified locations, such as work sites, all Program documents, and copies of all documents filed by the program with the U.S. Department of Labor.
- Obtain copies of all program documents and other program information upon written request to the Program Administrator. The Program Administrator may make a reasonable charge for the copies.

In addition to creating rights for program participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit program. The people who operate your program, called “fiduciaries” of the plan, have a duty to do so prudently and in the interest of you and other program participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA. If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of the documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Program and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Program Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits, which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that program fiduciaries misuse the Program’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who

should pay court costs and legal fees.

If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about your Program, you should contact the Program Administrator. If you have any questions about this statement or about your rights under ERISA or if you need assistance in obtaining documents from the Program Administrator, you should contact the nearest Office of the Employee Benefits Security Administration, U.S. Department of Labor listed in your telephone directory or the Division of Technical Assistant and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration. You may also contact the Director of Human Resources.