



BOYS & GIRLS CLUBS
OF THE PENINSULA

EMPLOYEE HANDBOOK

*Serving Children 6-18 years in Redwood City, Menlo Park
and East Palo Alto*

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Dear Employee:

It is my privilege to welcome you to the Boys & Girls Clubs of the Peninsula. The Club is dedicated to providing the best environment possible for youth. The ultimate purpose of our work together can be stated in our Mission Statement: ***to guide and inspire the youth of our community to develop the attitudes and life skills they need to thrive.***

The Club is also committed to being a great place to work. We recognize that our employees are our greatest asset. Our members cannot thrive unless the staff is thriving. Please do not hesitate to share suggestions and concerns with your supervisor or me.

This Employee Handbook is intended to provide you with a clear understanding of what is expected from all employees and what you can expect from this organization. The policies expressed in the handbook are designed to create a positive work environment. If after reading this handbook you have any questions, please consult your supervisor or Human Resources. Once again, welcome to the Boys & Girls Clubs of the Peninsula!

Regards,

Peter Fortenbaugh

Peter Fortenbaugh
Executive Director

ABOUT THIS HANDBOOK

This Employee Handbook (“Handbook”) is expressly intended for the use of the employees of the Boys & Girls Clubs of the Peninsula (hereinafter referred to as the “Club”).

This Handbook sets forth basic policies and expectations for employee conduct and also contains important summary information regarding employee benefits. *Unless otherwise specified*, the benefits described in this Handbook apply only to regular, full-time employees of the Club. By contrast, the policies outlined in this Handbook apply to all employees – introductory, regular full-time, regular part-time and temporary/seasonal. In all cases of interpretation of this Handbook, management decisions are final. The Club may modify any part of this Handbook at its sole discretion, without prior notice. This Handbook supersedes and replaces all previously existing Club employee handbooks or personnel policy manuals.

All Club employees are expected to follow the policies and procedures outlined in this Handbook. Any violation of these or any other club policy, practice or procedure will subject an employee to discipline, up to and including separation. Employment with the Club is At-Will. The Club may discharge an employee at any time, for any reason whatsoever, with or without cause, and with or without notice. Nothing within this Handbook or within the Club’s policies, practices or procedures is intended to create a contract for employment, expressed or implied, or a guarantee of continued employment for a specific duration.

Employees should refer questions regarding the Club’s benefit plans to Human Resources or refer to the Club’s plan documents or summary plan descriptions. Employees should contact Human Resources with questions concerning the contents of this Handbook.

ABOUT BGCP

Every day after school and in the summer, children come to the Boys & Girls Clubs of the Peninsula to gain a sense of belonging, have fun, and form positive relationships with caring mentors. In neighborhoods where two-thirds of youth drop out of high school, Club members learn the importance of education and become part of a community of learners, wanting and expecting to do well in school. 1,400 youth, ages six to eighteen, regularly attend our three clubhouses and four school sites in East Palo Alto, eastern Menlo Park and Redwood City. In partnership with schools and families, the Club is helping make Silicon Valley a great place for *all* of our children to grow up.

BGCP was founded in 1958 by a group of local community leaders to provide a safe and nurturing place after school and during the summer for the youth in the high poverty areas of our community.

WHAT WE DO

“We prepare youth to do life”

- We provide a safe place where all young people are welcome and can belong, where we...
- Deliver a range of fun and engaging programs to attract and retain them to...
- Nurture positive relationships that...
- Inspire a sense of hope and opportunity and guide them to develop the attitudes and behaviors they need to...
- Succeed in school, become economically self sufficient, and develop healthy family and community relationships.

WHO WE ARE

Youth Centric – It's their club. We're here to support and guide them.

Compassionate – This is about real people. Each member matters.

Skilled – We attract and develop talented youth development professionals and volunteers.

Challenging – We strive to improve. We have high expectations for ourselves and the youth.

Accountable – We are open and transparent with results.

Collaborative – We are inclusive and work in partnership with all stakeholders.

GENERAL POLICIES

Equal Employment Opportunity

The Club is an equal opportunity employer. The Club is committed to the spirit and letter of all federal, state and local laws and regulations pertaining to equal opportunity. To this end, the Club does not discriminate against any individual with regard to race, color, religion, citizenship, political activity or affiliation, marital status, age, national origin, ancestry, physical or mental disability, medical condition (as defined under California law), veteran status, sexual orientation, sex or gender (which includes gender identity, pregnancy, childbirth, or related medical conditions), taking or requesting statutorily protected leave, or any other basis protected by law. This Policy extends to all terms, conditions and privileges of employment, as well as the use of all Club facilities. No form of unlawful discrimination, including unlawful harassment, will be tolerated.

Harassment

It is the Club's policy to provide a work environment free of harassment that results in discrimination. The Club will not tolerate any form of harassment based upon an individual's race, color, religion, citizenship, political activity or affiliation, marital status, age, national origin, ancestry, physical or mental disability, medical condition (as defined under California law), veteran status, sexual orientation, sex or gender (which includes gender identity, pregnancy, childbirth, or related medical conditions), taking or requesting statutorily protected leave, or any other basis protected by law.

For these purposes, the term "harassment" includes, but is not limited to, slurs, jokes, or other verbal, graphic, or physical conduct relating to an individual's race, color, religion, citizenship, political activity or affiliation, marital status, age, national origin, ancestry, physical or mental disability, medical condition (as defined under California law), veteran status, sexual orientation, sex or gender (which includes gender identity, pregnancy, childbirth, or related medical conditions), taking or requesting statutorily protected leave, or any other basis protected by law. The term harassment also includes sexual advances, requests for sexual favors and other conduct of a sexual nature.

Harassment on the basis of race, color, religion, sex, national origin, age, disability, marital status, veteran status, sexual orientation or other protected status is defined as conduct which has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Examples of behavior which could be construed as harassment include, but are not limited to, the following:

- degrading any group or class of people;
- assigning less desirable work or working conditions to members of such protected group based solely on their group membership; or,
- treating protected individuals in a demeaning fashion.

Sexual harassment is defined as unwelcome physical or verbal sexual conduct where:

- submission to the conduct is either an explicit or implicit term or condition of employment;
- submission to or rejection of the conduct is used as a basis for employment decisions affecting the person doing the submitting or rejecting; or,
- the conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Examples of behavior that could be construed as sexual harassment include, but are not limited to:

- explicit or implicit threats to withhold pay increases, benefits or working conditions in exchange for sexual favors or sexual activity;
- promises to improve pay, benefits or working conditions in exchange for sexual favors or sexual activity;
- demands for sexual favors or sexual activity;
- subtle pressure for sexual favors or sexual activity; or,
- deliberate, repeated or unsolicited verbal comments, gestures or physical actions of a sexual nature (*i.e.*, lewd or lascivious remarks and unnecessary touching, patting or pinching).

WHAT TO DO ABOUT HARASSING CONDUCT . . .

An employee who believes he and/or another Club employee has been subjected to harassing conduct should immediately contact Human Resources. A prompt investigation will be conducted of each and every complaint and appropriate action will be taken. Employees are required to participate in all Club investigations. Complaints will be handled confidentially, to the extent possible. The Executive Director or his designee has the responsibility for investigating and resolving complaints of harassment. In the event of a complaint involving the Executive Director, the Human Resources Director should be notified and s/he will fulfill the investigatory role in this process.

No Retaliation or Reprisals

Employees have a duty to report any harassment they either experience or observe, regardless of whether the alleged harassment is being perpetrated by a Club employee or any other third party. Under no circumstances will a person be retaliated against because of a bona fide report of harassing conduct. Any report of retaliation by the one accused of harassment or discrimination, or by co-workers, supervisors, or managers, will also be promptly and thoroughly investigated in accordance with the Club's investigation procedures outlined above. If a complaint of retaliation is substantiated, appropriate disciplinary action, up to and including discharge, will be taken.

Additional Enforcement Information

In addition to the Club's internal complaint procedure, employees should also be aware that the federal Equal Employment Opportunity Commission (EEOC) and the California Department of Fair Employment and Housing (DFEH) investigate and prosecute complaints of harassment, discrimination, and retaliation in employment. Information about the EEOC complaint procedure can be found on their website (www.eeoc.gov). The EEOC may also be contacted at:

1-800-669-4000 (English)

1-800-669-6820 (TTY)

Immigration and Employment Eligibility

In compliance with the Immigration Reform and Control Act of 1986, the Club will hire only those individuals who are authorized to work in the United States. Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form (I-9) and present documentation establishing identity and employment eligibility. Former employees who are re-hired must also complete the form if they have not completed an I-9 with the Club within the past three years, or if their previous I-9 is no longer retained or valid. Employees who are found to have falsified these documents may be terminated.

EMPLOYMENT POLICIES

Drug and Alcohol Free Workplace

The Club is committed to protecting the safety, health, and well-being of its employees and all individuals who come into contact with its workplace, and property, and/or use its products and services. As part of this mission, the Club is committed to maintaining a Drug-Free Workplace. Substance abuse, which includes the possession, use or sale of illegal drugs or the unlawful use or misuse of lawful substances, including alcohol and prescription drugs, will not be tolerated. The Club also prohibits the illicit use, possession, sale, attempted sale, purchase, attempted purchase, conveyance, distribution, cultivation or manufacture of illegal drugs, intoxicants, or controlled substances in any amount or in any manner. It is a condition of employment at the Club to refrain from using illegal drugs and unlawfully using lawful substances, including alcohol and prescription medicines, and to abide by the guidelines of the Club's Drug-Free Workplace Policy.

Open Door

The Club wants to assure its employees that ideas, suggestions, and complaints will be heard. It is also the policy of management to attempt to resolve disputes that may arise between or among fellow employees or between employees and their supervisors. Open communication between employees and their immediate supervisors is encouraged. Employees should feel free to voice ideas, suggestions or complaints without fear of reprisal or retribution. If issues are not resolved by the employee's supervisor, the employee may request a meeting with Human Resources or the Executive Director. If an employee wishes to remain completely anonymous, he/she can write the idea, suggestion or complaint down on paper and give it to Human Resources.

Background Checks

All Club applicants may be subjected to background checks; all Club employees and volunteers are subject to background checks at least every other year. Background checks may include, but are not limited to, checks of an employee's driver's license, National Sex Offender search, state and federal criminal records and credit checks; any offenses or convictions may prevent on-going employment.

Employment of Relatives

For purposes of this Policy, a relative is any person who is related by blood, marriage or adoption. Immediate family is defined as spouse, parent or legal guardian, child, brother, sister, step-relation and in-law of the same degree, and principal domestic partner. Under no circumstances will relatives be allowed to work in positions in which one relative directly or indirectly supervises another or has any decisional responsibility with respect to employment, performance reviews, work assignments, transfer, salary, promotion or discharge of another relative. In most cases, relatives will not be permitted to work in the same department. No relative shall be assigned to a position where a potential conflict of interest exists.

Introductory Period

The first 90 days of employment for new employees of the Club is considered an introductory period. The introductory period provides a new employee the opportunity to become familiar with the Club. During this time, a new employee's work hours, skills, and general work performance will be evaluated. Successful completion of the introductory period does not give

rise to or create an employment contract for any period of time or a guarantee of continued employment.

Categories of Employment

Introductory: An employee in his/her first 90 days of employment.

Regular Full-Time: An employee whose regular work schedule averages 30 hours or more for 3 months or more and who is not on introductory status.

Regular Part-Time: An employee whose regular work schedule averages less than 30 hours per week and who is not on introductory status. A regular part-time employee may be eligible for certain benefits, but only as specifically provided for in this Handbook.

Temporary/Seasonal: An employee hired to work on a specific basis, including during peak or seasonal periods, for specific projects or for a limited period of time. A temporary/seasonal employee may work either full-time or part-time, but is not considered a “regular” employee. A temporary/seasonal employee is not eligible for benefits, unless specifically provided for in this Handbook.

Employees are also categorized as either **Non-Exempt** or **Exempt** for purposes of the minimum wage and overtime provisions of the Fair Labor Standards Act (“FLSA”) and California state wage and hour laws. **Non-Exempt Employees** are compensated based on the number of hours worked each workweek and are subject to the minimum wage and overtime provisions of the FLSA and California state wage and hour laws. **Exempt Employees** (e.g., certain administrative, professional and executive personnel) are exempt from the minimum wage and overtime provisions of the FLSA and California state wage and hour laws and are paid on a salary basis.

Personnel Records

It is very important for employees to keep their personnel records up to date. The Club directs employees to notify Human Resources immediately if there is a change in status, including but not limited to the following:

- Name and social security number
- Home address and telephone number
- Cellular or Mobile number
- Marital Status
- Number of dependents
- Beneficiary(ies)
- Emergency contact information
- Driver’s license status
- Additional education and training

Employees are required to report any situation or incident that may affect their employment with the Club or may have an impact on the image of the Club, including but not limited to any criminal charges, whether occurring on or off duty, to Human Resources within 5 days of the event. All personnel records are the property of the Club. If an employee wishes to review his or her Personnel File he/she should request an appointment with the Human Resources Director.

Although no items contained within the file may be removed, documents bearing the employee's signature may be copied.

Verification of Employment

All inquiries about employees or requests for verification of employment should be referred to Human Resources. The Club will only verify the employee's date of employment and job title in response to any such request, unless otherwise required by law or regulation.

PAYROLL POLICIES

Timekeeping

Biweekly time records must be maintained by all part time employees. Employees must record all hours worked by logging in when they begin working and logging out when they stop working. Any change to the timekeeping system must be supported by a *Timesheet Correction Form*. Employees and their supervisors must sign off on their *Timesheet Correction Form* and verify that the hours are accurate. Each employee is responsible for correctly recording and properly submitting his hours of work by logging in and out or on his *Timesheet Correction Form*. Employees are not permitted to record another employee's time or let another employee record their time. Employees should consult their supervisors for additional information on timesheet completion.

Work Week

The Club's workweek begins at 12:01AM on Monday and ends at 12:00M on Sunday. Regular shifts vary depending on the needs of the office and the area or department in which the employee works.

Overtime

Occasionally, employees may be asked or required to work overtime. Overtime pay depends on an employee's status as non-exempt or exempt, as follows:

- Non-Exempt Employees are compensated based on the number of hours worked each workweek. If a non-exempt employee works more than 8 hours in one day or 40 hours in one work week, the employee will receive overtime compensation at the rate of one and one-half times the employee's regular rate of pay. All overtime must be accurately reported as worked, *whether or not it was required or approved*, and it will be paid accordingly. Employees are not permitted to work overtime unless they receive advance authorization from their Unit Director.
- Exempt Employees do not receive overtime compensation

Pay Cycle, Payroll Deductions and Paychecks

Paydays are on the 15th and the last day of each month. If either of those days falls on a weekend Payday is the Friday before the weekend. Any changes due to holidays or other events that may interfere with this pay schedule will be announced in advance. The Club is required by law to make mandatory deductions from earnings. Amounts withheld may vary according to the employee's earnings, or, marital status, government employment regulations, and other factors. Mandatory withholdings include federal income tax, social security, and any other taxes or deductions required to be withheld by state and/or federal law. In addition to mandatory payroll deductions, the Club is required by law to comply with certain court orders, liens, or wage assignments and to make payroll deductions pursuant to those orders. All deductions from an employee's pay shall be in keeping with the requirements of the FLSA. Employees should refer any questions regarding deductions from their pay to the Finance Director. It is the Club's policy to comply with the salary basis requirements of the federal Fair Labor Standards Act ("FLSA") and applicable state law. Therefore, the Club prohibits improper deductions from the salaries of exempt employees. The Club does not allow deductions that violate the FLSA or state law.

There are certain circumstances in which deductions from the salaries of exempt employees are permissible. Such circumstances include:

- When an exempt employee is absent from work for one or more full days for personal reasons other than sickness or disability;
- When an exempt employee is absent for one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness;
- To offset amounts received as witness or jury fees, or for military pay; or
- For unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions.

Also, an employer is not required to pay the full salary in the initial or terminal week of employment; for weeks in which an exempt employee takes unpaid leave under the Family and Medical Leave Act; or for penalties imposed in good faith for infraction of safety rules of major significance. In these circumstances, either partial day or full day deductions may be made.

Employees must verify that their paychecks are correct every payday; any problems should be immediately directed to the Finance Director for resolution. Periodically, employees should also verify that the information on their payroll checks is correct. Any changes that need to be made must be immediately communicated to the Finance Director so that the proper information can be forwarded to payroll.

LEAVES OF ABSENCE

Family and Medical Leave Act

Family and Medical Leave (“FML”) allows an eligible employee to take *job-and-benefit protected-leave* from work to attend to specific family and/or medical needs. *Job-protected leave* means that, generally, upon return from FML, the Club will reinstate an employee to his prior position if available or, alternatively, a comparable position for which the employee is qualified. *Benefit-protected leave* means that, generally, the Club will maintain coverage for an employee under the group plan while the employee is on leave. Any share of health premiums normally paid by the employee must continue to be paid by the employee during the FML period. If an employee fails to return from leave, the Club may recover the health insurance premium it paid for the employee during the FML, unless the failure to return to work is due to the employee’s serious health condition or other circumstances beyond the employee’s control. Upon return from FML, an employee will receive the benefits he/she had prior to the start of the leave. The Club will not interfere with, restrain or deny the exercise of any right provided under the Family and Medical Leave Act (“FMLA”) or under California (“CFRA”) family/medical leave laws or discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA. The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights. Employees may file FMLA complaints with the Department of Labor or bring a private lawsuit.

Eligibility

An employee who has worked for the Club for at least 12 months and worked at least 1,250 hours during the immediately preceding 12 months and meets the leave purpose requirements outlined below may be eligible for the Club’s FML. When FML is taken, and in keeping with applicable law, the Club will first substitute unpaid leave with any accrued Paid Time Off (see page 36 for details) which time will be charged against the employee’s outstanding FML entitlement. The Club may require appropriate medical or military certification before FML is granted. In some instances, a second or third medical opinion may also be required.

Leave Purposes - When Leave Can Be Taken

An eligible employee may receive up to 12 workweeks of FML during any “rolling” 12-month period, measured backward from the date of any leave, for any of the following qualifying events:

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

5. Because of any qualifying demand arising from the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation. A qualifying demand may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions and attending post-deployment reintegration briefings. An eligible employee may receive up to 26 workweeks of FML during any single 12-month period to care for a covered service member if the employee is the spouse, child, parent or next of kin of the service member. The single 12-month period shall be measured forward from the date an employee's first FMLA leave to care for the covered service member begins. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list, that may render the service member medically unfit to perform his duties. During a single 12-month period, an eligible employee shall be entitled to a combined total of 26 workweeks of leave. For purposes of the Club's FML policy and in keeping with the language of the FMLA, a serious health condition is an illness, injury, impairment, or physical or mental condition consisting of:

- a. Inpatient care of an overnight stay in a hospital, hospice or residential medical care facility or any subsequent treatment in connection with such inpatient care; or,
- b. Continuing treatment by a health care provider that either prevents the employee from performing the functions of the employee's job or prevents the qualified family member from participating in school or other daily activities and involves incapacity and treatment, pregnancy or prenatal care, chronic conditions, permanent or long-term conditions, conditions requiring multiple treatments and absences attributable to incapacity that are not otherwise covered. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least 2 visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition.

FML Coordination with Pregnancy Disability Leave

Pregnant employees may have the right to take a pregnancy disability leave in addition to family/medical leave; such employees should review the Club's Pregnancy-related Disability Policy (see page 18 for details) and contact Human Resources regarding their individual situation. Time off from work because of the employee's disability due to pregnancy, childbirth, or related medical condition is counted as time used for FMLA leave, but not counted as time used for CFRA leaves. (PDL runs concurrent with FMLA, but FMLA is limited to 12 weeks.) Eligible California-based employees who become pregnant are therefore entitled to up to 4 months of pregnancy disability leave, followed by 12 weeks of California Family Rights Act leave to care for the newborn child.

Intermittent FML

An eligible employee need not use his/her leave entitlement in one block. When medically necessary, an employee may take intermittent FML or a reduced work schedule. The employee will be required to provide evidence (e.g., a Certification of Health Care Provider) that intermittent leave is medically necessary. Leave due to qualifying demands may also be taken on an intermittent basis.

How To Request FML

When leave is foreseeable, an employee must attempt to schedule leave so as not to disrupt the Club's business operations and must provide notice to the Unit Director or Human Resources at least 30 days in advance of the commencement of leave. Within 5 business days after notice is given, the employee must complete and submit an FML request form and the appropriate Certification of Health Care Provider form to the Unit Director or Human Resources. When medical or military conditions make 30-days advance notice impossible, an employee must provide notice as soon as practicable and must comply with the Company's normal call-in procedures and notify the Unit Director or Human Resources. Within 5 business days after leave begins, the employee must complete and submit an FML request form and the appropriate Certification of Health Care Provider form to the Unit Director or Human Resources. When completing required FML forms, an employee must provide sufficient information for the Club to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. This may include that an employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees must also inform the Club if the requested leave is for a reason for which FML was previously taken or certified. If an employee fails to provide the Club with a complete and sufficient certification, and an appropriate opportunity to cure any deficiencies has been provided, the Club may deny the employee's taking of FML.

Certifying FML

The Club will inform an employee requesting leave whether he/she is eligible for FML. If the employee is eligible, the Club will inform him or her of any additional required information, as well as his/her rights and responsibilities. If the employee is not eligible, the Club will inform the employee and provide a reason for the ineligibility. The Club will also inform the employee if leave will be designated as FMLA-protected and what the amount of leave counted against the employee's leave entitlement will be.

Return from FML

An employee is requested to contact the Unit Director or Human Resources at least 2 weeks prior to the end of his/her leave to inform the Club of the employee's availability to return to work. When appropriate, the Club will require appropriate medical certification before an employee returns to work, and may also require on-going medical certifications from an employee on leave due to his/her own or a family member's serious health condition. An employee's failure to return from leave, or failure to contact the Unit Director or Human Resources on his scheduled date of return, will be considered a voluntary resignation. All required FML forms must be returned to Human Resources.

Employees should refer any additional questions regarding the FMLA to Human Resources or refer to the DOL's website at www.wagehour.dol.gov.

Pregnancy Disability Leave

Eligibility

In compliance with California law, this policy applies to employees at a worksite in California with 5 or more employees. Pregnancy-related disability leave refers to a period when an employee takes time off work because they are disabled by pregnancy, childbirth, or related medical conditions. Eligible Club employees who are disabled by pregnancy, childbirth, or related medical conditions are eligible to take an unpaid pregnancy disability leave ("PDL") of up to four months. PDL may include time off for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth. Pregnancy disability leave is separate and distinct from the Club's Family/Medical Leave policy. Employees who are eligible for PDL may also be eligible to take a leave under the Club's Family/Medical Leave policy. The maximum combined leave that an employee may take under the Club's PDL policy and the Family/Medical Leave policy is four months (PDL), plus 12 weeks (California Family Rights Act). PDL leave need not be taken in one continuous period.

General

All female employees should advise Human Resources of their intent to take pregnancy disability leave as soon as possible. The individual should make an appointment with Human Resources who will explain the following:

1. An employee who needs to take pregnancy disability must provide at least verbal notice sufficient to notify the Club that she needs to take a pregnancy disability leave and/or transfer. The verbal notice should include the anticipated timing and duration of the leave or transfer.

If the need for the leave or transfer is foreseeable because of the pregnancy, an employee must provide at least 30 days' advance notice before the pregnancy disability leave or transfer is to begin. Employees must consult with Human Resources regarding the scheduling of any planned medical treatment or supervision so as to minimize disruption of the operations of the Club. Any such scheduling is subject to the approval of the health care provider of the employee.

If 30 days' advance notice is not possible, notice must be given as soon as practicable. Failure to comply with these rules is grounds for, and may result in, deferral of the required leave until the employee complies with this notice policy.

2. Employees may request a transfer to a less strenuous position or less strenuous duties when the transfer is medically advisable. Transfer requests will be granted to the extent that the Club can reasonably accommodate the request. An employee requesting an intermittent leave or reduced schedule leave may be transferred, at the Club's discretion, to a position more suited to such a leave for which the employee is qualified. The position to which the employee is transferred will have the same pay and benefits as the employee's former position.

3. Pregnancy leave will usually begin when ordered by the employee's physician. The employee must provide the Club with a certification from a health care provider. The certification indicating disability should contain:
 - a. The date on which the employee became disabled due to pregnancy;
 - b. The probable duration of the period or periods of disability; and
 - c. A statement that, due to the disability, the employee is unable to perform one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy, or to other persons.
4. Recertifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertifications can result in termination of the leave. The Club will require certification by the employee's health care provider that the employee is fit to return to work. Failure by the employee to provide this certification will result in the employee being denied reinstatement until such time as the certificate is obtained. If the employee fails to return to work immediately after the approved pregnancy leave expires, or fails to provide the certification stating that the employee is fit to return to work within 3 days after returning to work, the employee will be considered to have voluntarily resigned from the Club.
5. Duration of the leave will be determined by the advice of the employee's physician, but disabled employees may take up to four (4) months. The four (4) months of leave includes any period of time for actual disability caused by the employee's pregnancy, childbirth, or related medical condition. This includes leave for morning sickness and prenatal care.

Leave may be taken intermittently or on a reduced work schedule when medically advisable. Leave may be taken in increments of one (1) hour.
6. An employee on PDL is not permitted to take on any other employment, even on a temporary basis, without written authorization from the Club. Doing so will result in termination.
7. It is the Club's policy to be fair and impartial in all its relations with employees and applicants. The Club will not discriminate against employees or applicants as a result of the approved use of PDL or a proper request for such leave.

Benefits Determination For Pregnancy-Related Disability Leave

Authorized PDL leave is unpaid. An employee's benefits during a PDL will be as follows:

1. **Paid Time Off.** No PTO or holiday hours are earned during the leave period. An employee may use accrued PTO during the leave period. If an employee chooses to use PTO, it is her responsibility to notify Human Resources of this option in writing.
2. **Health Insurance.** If an employee takes PDL and is eligible under the FMLA, the Club will maintain group health insurance coverage for up to a maximum of 12 workweeks (if such insurance was provided before the leave was taken) on the same terms as if the employee had continued to work. *Leave taken under the pregnancy disability policy runs concurrently with FMLA, but not CFRA.* (See the Club's Family/Medical Leave Policy for additional information) The continued participation in health benefits begins on the date unpaid leave first begins under FMLA.

If an employee is on PDL and not eligible for continued paid coverage under FMLA, the employee will receive benefits according to the terms of the Club's benefit plans. Furthermore, if an employee is on PDL and not eligible for continued paid coverage under FMLA, or if paid coverage ceases after 12 workweeks, an employee will be offered the opportunity to enroll in the COBRA program, subject to the eligibility requirements of the COBRA plan. In some instances, the Club may recover premiums it paid to maintain health coverage for the employee if he/she fails to return to work following PDL.

3. **Other Insurance.** Employees will be allowed to continue to participate in the life insurance and disability insurance plans for the same period (up to 12 weeks) of health insurance coverage and for the same amounts existing on the date the leave first begins.

Reinstatement

An employee returning from PDL will be offered the same position held at the time of leaving, unless the job no longer exists or preserving the job for the employee would substantially undermine the Club's ability to operate safely and efficiently. If the employee's former position is not available, an equivalent position will be offered unless there is not an equivalent position available or filling the available position with the employee would substantially undermine the Club's ability to operate safely and efficiently.

Leave for Domestic Violence Victims

Upon reasonable advance notice, the Club allows employees that have been the victim of domestic violence to take leave as required by law for the following:

- To seek medical attention;
- To obtain or attempt to obtain any relief, including but not limited to, a temporary and/or permanent restraining order;
- To obtain psychological counseling; and
- To participate in safety planning to increase safety from future domestic violence.

If advance notice is not practical, an employee that takes leave due to domestic violence may be required to provide certification verifying the need for the absence, including but not limited to, a police report, a court order, a doctor's note, or some other form of documentation. Employees that take approved leave due to domestic violence must utilize existing accrued PTO for the absence. If accrued PTO leave is not available, the leave is unpaid. It is the Club's policy to be flexible regarding leaves of absence due to domestic violence. The Club will treat the employee's request with the utmost confidentiality. The Club will not discriminate against an employee who requests a leave of absence due to domestic violence.

Bereavement Leave

All regular full-time employees are eligible for paid bereavement leave for a death in the immediate family. Eligible employees are entitled to up to three (3) consecutive days off at their regular straight-time rate. Immediate family is defined as spouse, parent or legal guardian, grandparents, child, brother, sister, step-relation, and in-law of the same degree, and principal domestic partner. Supervisors may approve additional unpaid time off.

Military Leave

Club employees who serve in any branch of the Armed Forces of the United States or the State of California or are engaged in military reserve service shall receive those benefits and rights as provided by applicable federal and state laws. An employee requesting Military Leave must provide a copy of his or her military orders along with the written request for leave. Health insurance can be continued, at the employee's expense, under COBRA, during a Military Leave.

GENERAL EMPLOYEE INFORMATION

Code of Ethics

The Club expects all staff members and volunteers to conduct themselves in a manner that exemplifies the highest standard of ethics and propriety in any endeavor or activity that could impact or reflect upon the mission, purpose, integrity, reputation, and professional and business relationships of the organization.

Disciplinary Policy and Standards of Employee Conduct

The Club expects all its employees to conduct themselves in a manner which is in the best interests of the organization and its employees. Employees should know that any conduct which violates a Club policy or which is not in the best interest of the Club, will subject an employee to discipline, up to and including separation. Disciplinary actions are noted in the employee's personnel file. Serious misconduct may result in immediate suspension and/or immediate separation, without notice. The Club has established policies and procedures for the convenience and protection of all its employees. A violation of any of these policies and procedures is considered misconduct and appropriate disciplinary procedures will be initiated. Disciplinary action may include, but is not limited to, the following: verbal warning, written warning, suspension without pay, and separation. There is no guarantee that one form of disciplinary action will necessarily precede another. The appropriate disciplinary action will be determined by the employee's direct supervisor and Human Resources.

The following is a list of some of the more common examples of policy violations and misconduct:

- Disclosure of confidential Club, Club member or employee information to unauthorized parties
- Behavior resulting in Club member, vendor or employee complaints
- Supplying false or misleading information or falsifying any Club record
- Possession of weapons on or off premises while performing duties for the Club, unless otherwise permitted by applicable law
- Immoral or indecent conduct; soliciting persons for immoral purposes
- Insubordination, including but not limited to, refusing to obey an order or directive of a supervisor or Club official
- Disruptive conduct, including but not limited to: gambling; fighting; horseplay; coercion; intimidation or threats against Club employees; vulgarity; or, abusive treatment of the public, fellow employees, or Club members
- Theft or unauthorized possession or removal of property or money belonging to the Club, employees, members or third parties
- Making or publishing false, vicious or malicious statements concerning an employee, member, supervisor, other Club official, or Club services
- Excessive tardiness or absenteeism
- Destruction or misuse of property
- Leaving the work place during paid work hours without authorization

- Failure to report immediately any accidents, injuries or potential workplace hazards to a supervisor
- Possession or use of alcohol or any controlled substance
- Eating or using cell phones (except in the event of an emergency) while driving any Club vehicle
- Removing or borrowing Club equipment, materials, or use of facilities without prior authorization
- The use of abusive, profane or threatening language
- Failure to observe working schedules, including rest and lunch periods
- Sleeping or malingering on the job
- Wearing unprofessional or inappropriate styles of dress while working
- Verbal, sexual or physical harassment
- Any other situation that, in the opinion of management, is detrimental to the operation of the Club or is inconsistent with Club-stated values is also considered a policy violation.

Drug and Alcohol Abuse

The Club is concerned about the use of drugs and alcohol abuse as it affects the workplace. Use of alcohol, illegal drugs or controlled substances, whether on or off the job, can adversely affect an employee's work performance, efficiency, safety, or health, and therefore seriously impair the employee's value to the Club. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of members, and other employees and exposes the Club to the risks of property loss, damage, or injury to other persons.

The following rules and standards of conduct apply during the work day (including meals and rest periods) to all employees either on Club property or off. The Club strictly prohibits the following:

1. Possession or use of alcohol or illegal substances, or being under the influence of alcohol or illegal substances while on the job.
2. Driving a Club vehicle while under the influence of alcohol or illegal substances. This pertains to prescription drugs or over the counter drugs known to impair physical or mental performance.
3. Distribution, sale, or purchase of an illegal or controlled substance at any time.

Violation of the above rules and standards of conduct will not be tolerated and may result in immediate termination. The Club may also bring the matter to the attention of appropriate law enforcement authorities. In order to enforce this policy, the Club reserves the right to conduct searches of Club property, employees, and/or their personal property and to implement other measures necessary to deter and detect the abuse of this policy. An employee's conviction on a charge of illegal sale or possession of any controlled substance while off Club property will not be tolerated because such conduct, even though off duty, reflects adversely on the Club. Any employee who is using prescription or over-the-counter drugs that may impair his/her ability to safely perform the job, or affect the safety or well being of the others, must notify the Unit Director or Human Resources of such use immediately before starting or resuming work. The Club will encourage and reasonably accommodate employees with chemical dependencies

(alcohol or drug) to seek treatment and /or rehabilitation. To this end, employees desiring such assistance should request a treatment or rehabilitation leave. The Club is not obligated, however, to continue to employ any person whose performance of essential job duties is impaired because of drug or alcohol use. The Club is also not obligated to re-employ any person who has participated in treatment and/or rehabilitation and fails to successfully overcome their dependency or problem. The employee will not automatically be given a second opportunity to seek treatment and/or rehabilitation. This policy on treatment and rehabilitation is not intended to affect the Club's treatment of employees who violate the regulations described above. Rather, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.

Alcohol Consumption

To ensure the welfare, safety, and health of Club members, Club staff must refrain from consumption of any alcohol at any time they are in the presence of Club youth under any circumstances, whether or not on duty or on BGCP premises. Club employees must remember their obligation to conduct themselves properly at all times while at BGCP-sponsored functions, or while representing BGCP, or at any time that Club employees are engaged in activities in the presence of Club youth. Violation of this policy will result in disciplinary action, possibly including discharge.

Registered Sex Offenders

California's Megan's Law was enacted in 1996, and allows local law enforcement agencies to notify the public about sex offender registrants found to be posing a risk to the public. Known Registered Sex Offenders will not be hired or allowed to volunteer at the Club. If convicted or found on the Registered Sex Offenders Public List while employed or volunteering they will be immediately dismissed. If a sex offender who is not currently registered is discovered on Club premises the Unit Director should be advised immediately and the Police notified. A parent who is a Registered Sex Offender is not allowed enter the Club. He/she must stay at the front desk or school site office and a Club staff member will retrieve his/her child for pick up.

Health and Safety

Every employee is responsible for his/her safety as well as that of others in the workplace. To achieve the Club's goal of maintaining a safe workplace, all employees must be safety conscious at all times. In compliance with California law, and to promote the concept of a safe workplace, the Club maintains an *Injury and Illness Prevention Program*. In compliance with Proposition 65, the Club will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

Smoking

Smoking is not allowed in any Club facility or around any Club members or staff. There are no exceptions to this Club Policy.

Confidentiality

During their employment, Club employees have access to confidential information

related to the Club and, particularly, its members. Except with the express permission of the Executive Director, employees may not at any time during or after their employment use, duplicate, or disclose by any means any such information to any unauthorized person or Club entity. Moreover, the very fact that an individual is served by the Club must be kept private and confidential; disclosure can be made only under specific conditions described below for reasons relating to law enforcement and fulfilling the Club's mission. As such, employees shall not disclose any information about a person, including the fact that he is or is not served by the Club, to anyone outside of the Club unless authorized by the Executive Director or other authorized personnel. The principle of confidentiality must be maintained in all programs, departments, functions and activities.

- No information requested by someone outside the Club may be given over the telephone except by Human Resources.
- No information about individuals or records may be released to state, federal or other agencies that enable the identification of any person by name, address, Social Security number or other coding procedures except by Human Resources. If records are inspected by an outside agency, the individual(s) who inspects the records must be specifically authorized to do so by the Executive Director. The taking of notes or removal of records is specifically prohibited in such cases. Staff may not discuss any individual's record with unauthorized individuals, whether on or off duty. Disclosing confidential information to persons not entitled to such information and/or assisting others in gaining unauthorized access to Club records or information regarding the Club or its members are clear violations of this Policy. The communication of false or derogatory information about the Club, its members or its employees is also a violation of this Policy.

Whistleblower (Perceived Violations)

It is the Club's policy to comply fully with the spirit and letter of all federal, state and local laws and regulations which apply to the Club and its business operations. If an employee believes that any employee of the Club may be acting in violation of any such law or regulation – or in violation of a Club policy – the employee has a duty to report the perceived violation, preferably in writing, to Human Resources within 24 hours of the observation of such conduct. All inquiries pertaining to perceived violations will be handled in the strictest confidence possible. Examples of perceived violations of law include violations of child labor laws, wage and hour regulations and unlawful discrimination or harassment.

Examples of perceived violations of Club Policy include employee theft and breach of the Club's *Confidentiality* or *No Solicitation Policy*. Moreover, the Club also expects and encourages its employees to report any questionable accounting or auditing concerns to the Club's Director of Finance. Employees may confidentially and anonymously submit their concerns, in writing, to

401 Pierce Road, Menlo Park, CA 94025, Attention: Director of Finance

When necessary or appropriate or when financial irregularities are involved, employee concerns will be forwarded to the Club's Audit Committee. Compliance with this Policy is a term and condition of continued employment with the Club. If employees have any questions with regard to this duty to report perceived violations, they may contact the Club's Human Resources Director. Under no circumstances will the Club retaliate against an employee who reports conduct that the employee perceives to be a violation of law or policy.

No Solicitation

The Club does not permit solicitation of any kind, including the collection of funds, pledges, circulation of petitions, distribution of non-Club literature and other similar types of activity during working time by either employees or outsiders. Fundraising by members is acceptable.

Search, Theft, and Audit

In order to ensure its ability to conduct business efficiently and effectively and to protect itself against the unauthorized use and removal of Club property, the Club will from time to time conduct internal investigations including inspections, searches and audits on Club premises. The Club may conduct a routine inspection, search or audit for Club property or Club-related information at any time. The Club may inspect the following items, including but not limited to: personal property brought onto or taken from the premises; any work, rest or storage areas; all Club vehicles, desks, cabinets, lockers, computers, satchels, etc., that are within the employee's possession or control. A routine search or inspection may result in the discovery of personal possessions or those of others. Employees are discouraged from bringing into the workplace items of personal property that they do not want revealed to Club management. Generally, the Club will attempt to obtain employee consent before conducting a search or inspection, but may not always be able to do so. If an employee becomes aware of any theft, misuse or unauthorized removal of Club property, he/she is directed to notify the Unit Director or Human Resources immediately.

Off-Duty Conduct

While the Club does not seek to interfere with the off-duty and personal conduct of its employees, certain type of off-duty conduct may interfere with the Club's legitimate business interests and organizational goals. For this reason, employees should be aware of the following policies:

- Employees are expected to conduct their personal affairs in a manner that does not adversely affect the Club's or their integrity, reputation, or credibility. Illegal or immoral off duty conduct that adversely affects the Club's legitimate business interests or the employee's ability to perform his or her job will not be tolerated.
- While employed by the Club, full time employees are expected to devote their energies to their jobs with the Club. For this reason, second jobs are strongly discouraged (unless it clearly does not interfere with the work at the Club). The following types of outside employment are strictly prohibited:
 1. Employment that conflicts with an employee's work schedule, duties, and responsibilities;
 2. Employment that creates a conflict of interest or is incompatible with the employee's employment with the Club.
 3. Employment that impairs or has a detrimental effect on the employee's work performance with the Club.

4. Employment that requires the employee to conduct work or related activities on the Club's property during Club's working hours, using the Club's property during the Club's working hours, or using the Club's facilities and/or equipment.
5. Employment that directly or indirectly competes with the business or the interests of the Club.

Employees who wish to engage in outside employment that may create a real or apparent conflict or interest must submit a written request to the Unit Director or Human Resources explaining the details of the outside employment. If the outside employment is authorized, the Club assumes no responsibility for the outside employment. The Club shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of outside employment. Authorization to engage in outside employment can be revoked at any time.

Non-Fraternization

In order to promote efficiency and to avoid misunderstandings, perceptions of favoritism, morale problems, and possible complaints of harassment, all Club employees at the supervisory level and higher are strictly prohibited from dating or pursuing romantic or sexual relationships with any employee under their supervision. In addition, all Club employees are strictly prohibited from socializing with members while off duty without written parental permission and notification to the Unit Director. All Club employees are strictly prohibited from dating or pursuing romantic or sexual relationships with any Club members.

Interaction with Members (added 03/2011)

The best way to avoid allegations is to follow Club policies. Innocent actions or behaviors can be misconstrued by others and can lead to false accusations. It is also important to note that BGCP cannot indemnify a staff for his/her own acts. Once a person is accused and under investigation by law enforcement, they will receive no protection from BGCP. For this reason, BGCP has set forth the following policies for the protections of staff working with BGCP members. Any staff member who violates the following policies will face disciplinary action, up to and including termination.

Never take a member out of the Club without permission. Taking a child out of a Club facility except in connection with an official function or program is prohibited and a serious violation of Club policy. Any staff person taking a child out of a Club facility without authorization and/or consent of parent or guardian will be subject to immediate termination.

Never be alone in a closed area with a member. In the case that a member is left at the Club after operating hours, a minimum of two staff members should wait for the child to be picked up. As far as possible, staff need to stay within sight of others when working one-on-one with youth (tutoring, counseling, disciplining, etc.)

Never hold hands with youth, tickle or kiss them, allow members to sit on your lap, or engage in other behavior that may be perceived as inappropriate. Only side hugs are appropriate.

Never allow members in your personal vehicle

Never give the members money or personal gifts.

Breaks and Meal Periods

Non-exempt employees must take a 10-minute break for every four hours worked provided that the work day is at least 5 hours long. Non-exempt employees must take a 30-minute meal period if the workday is 6 hours or more. Non-exempt employees must clock out and in when taking the 30-minute meal break. If an employee only works 6 hours, the meal period can be waived by mutual consent of the employer and employee. Rest periods may not be taken at the beginning or end of the day or added to the meal period.

Lactation Accommodation

All employees who wish to express breast milk at work will be provided with a reasonable amount of break time. The break time will be required to run concurrently, if possible, with any paid break time already provided. In the event it is not possible for the break time for expressing milk to run concurrently with the paid break time already provided to the employee, the break time for expressing milk is unpaid. All employees desiring to express breast milk at work will be provided with reasonable accommodations. The employee will be provided with use of a room, or other location other than a toilet stall, in close proximity to the employee's work area. The employee's normal work area may be used if it allows the employee to express milk in private.

Absences

The Club's normal business hours are 11:00 AM to 8:00 PM in the Clubhouses and from 10:00 to 6:00 PM at the School Sites. Part-time staff may begin work at a later time, as identified by their supervisor. Attendance and punctuality are important factors for an employee's success within the organization. Employees are expected to report to work on time. Excessive absenteeism and tardiness will not be tolerated. All employees are required to provide notice of tardiness or absence for illness or request an absence for other reasons, which will take the form of prescheduled Paid Time Off (PTO).

If an employee will be absent, the employee is required to contact his/her supervisor on a daily basis at least 30 minutes prior to scheduled work time. Employees are responsible for ensuring that proper notice is. Only under exceptional circumstances will notice from a family member or friend satisfy the notice requirement. If an employee fails to provide proper notice of absence for 3 consecutive workdays, the Club will presume that the employee has voluntarily resigned from his/her job.

Unexcused Absences

Failure to provide notice of or request an absence, as described above will result in an unexcused absence regardless of the reason. Two or more unexcused absences will not be tolerated and will be cause for disciplinary action up to and including termination.

Use of Electronic Devices

The Club may provide computers, printers and other electronic devices to its employees to perform their job functions. These devices and all related materials, including software, are Club property and may be used for Club business only. Only software that is authorized by the Club may be used, copied or installed on the Club equipment. All data contained on the Club's electronic devices belong to the Club and cannot be altered without specific written authorization. No data stored on the Club's electronic devices is to be released to any person or

outside organization. Employees who use computers at home for Club business must virus check any CD's, external drives or other media storage devices before using them on Club computers. Outside computer services such as the Internet, e-mail, instant messaging etc., may be accessed and used for Club business only and only with proper authorization. The Club's electronic devices and/or services may not be used to solicit or create any offensive or disruptive messages. Club devices and/or services shall not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials. All messages composed, sent, or received on the Club's electronic devices are and remain the property of the Club; they are not the private property of any employee. The Club may review, audit, intercept, access and disclose all messages created, received or sent over the Club's systems for any purpose without the permission of the employee; the confidentiality of any electronic message should not be assumed. All computer-related passwords must be disclosed to the Club or they are invalid and cannot be used. Computer-related passwords and security codes assigned to employees may not be communicated to any other employee or third party unless specifically authorized by the Executive Director. Employees may not retrieve or read any electronic messages that are not sent to them. Employees who access electronic files from remote locations are governed by the terms of this Policy and must return all files and file copies to the Club at the conclusion of their employment. Any exception to this Policy must receive prior approval from the Executive Director

Social Media and Social Networking

Excessive accessing of social media sites on the Internet during working hours is not permitted. When posting to social media sites during breaks or personal time employees are to make it clear that they are speaking for themselves and not on behalf of the Club. An employee's online presence reflects the Club. Be aware that actions captured via images, posts, or comments can reflect that of the Club. Do not reference or site Club employees, members, parents or partners without their express consent. The Club logo may not be used without written consent. The absence of, or lack of explicit reference to a specific site does not limit the extent of the application of this policy. Where no policy or guidelines exist, employees should use their professional judgment and take the most prudent action possible. Consult with your manager or supervisor if you are uncertain.

Personal Phone Calls

Excessive personal phone calls are not permitted during working hours.

Conflicts of Interest

Employees must avoid any activity, investment or interest that might reflect unfavorably upon the integrity or good name of the Club or in any way damage the business of the Club. Any employee who wishes to engage in outside professional, business or volunteer activities must be certain that the proposed activity does not:

- interfere with the employee's effective performance of his duties;
- make use of any of the Club's proprietary or confidential information; or,
- require use of Club time, resources, facilities or equipment.

Whenever there is a possible conflict of interest, it should be discussed with the employee's supervisor.

Vehicle Use (revised 03/2011)

Club vehicles are used for transporting members, employees, board members, supplies, etc. They are for Club related activities only, not for personal use. Because of safety issues and insurance liabilities, **staff are not to drive any Club members** (or staff under age 18) **in personal vehicles**. Only drivers approved by the Club's insurance carrier may drive a Club vehicle. Human Resources keeps Unit Directors apprised of approved drivers. **When members are being transported in a Club van there must be a minimum of 3 people - either 2 staff or 2 members - in the vehicle.** While driving the vehicles eating is not permitted and cell phone use is only permitted for an emergency while pulled over to the side of the road.

It is permissible that family members, defined as children, siblings, cousins, nieces and nephews, may be transported in personal vehicles of the staff member to whom they are related.

The Unit Director is responsible for the keys to the vehicles kept at his/her site. The Unit Director is responsible for ensuring that each of the vehicles kept at his/her site has a mileage log book. Drivers must record trip information in the log book any time they use a vehicle. Sites must submit vehicle log sheets to the Director of Operations at the end of each month.

Volunteer Driving (added 03/2011)

Volunteers are NEVER allowed to provide transportation to club members in their own vehicles or in club vehicles unless they have submitted the proper paperwork and have been approved through the BGCP administrative office.

Volunteers who wish to transport youth in their own personal vehicle first need to complete a letter of understanding. This letter states that the volunteer understands that:

- non-club related activities or activities scheduled outside of normal club hours are not covered by BGCP's liability insurance;
- BGCP's auto insurance does not cover the volunteer or club members while traveling in their personal vehicle;
- the volunteer's auto insurance is primary if they choose to transport youth in a personal vehicle for any reason, whether it be a BGCP sponsored events or non BGCP sponsored events.

Volunteers must submit proof of car insurance and a valid driver's license.

Youth transported by a volunteer must have their parent or guardian sign a permission slip before riding in the car of a volunteer. The permission slip specifies:

- that the parent understands the volunteer is not a paid staff member of BGCP and will be driving the youth in their own personal vehicle which is not covered by BGCP's auto insurance; and
- Emergency Contact Information and a Medical Release form are completed.

Travel

The Club covers authorized travel expenses that are incurred by employees on behalf of the Club. See the *Procedures* section of this Handbook for the process of obtaining authorization and details on specifics

Letterhead Use

Anything written on Club letterhead becomes an official Club document. No employee may independently put any document on Club letterhead. All official correspondence needs to be reviewed and approved by the Executive Director.

Job Postings

Qualified employees are encouraged to apply for promotions or transfers to new or vacant positions. Whenever possible, the Club will promote from within the organization; however, the Club also recruits externally when job openings occur. Job posting/vacancy notices are placed on the Club website. An employee who has completed his introductory period, meets the minimum job requirements and is interested in a particular opening, should submit the application materials in accordance with the posted process.

Dress Code

The general appearance of Club staff reflects the professional attitude of Youth Development Professionals and representatives of the Club. Employees are expected to wear clothing appropriate for the nature of the organization and the type of work performed. Because each staff member represents the Club to the youth, parents, and community all employees must report to work clean, properly groomed and wearing appropriate clothing. Employees are expected to dress neatly. Employees who come to work dressed in a manner that is inconsistent with this Policy will be sent home to change and any time missed will be considered an unexcused absence.

Clubhouse employees are required to wear staff shirts on regular program days. Employees are required to take care of their shirts and report any wear or damage to their supervisors.

Exceptions to these guidelines will be determined by the Unit Director(s).

Extreme fashions, hair styles or other personal grooming issues not in good taste or appropriate to the Club environment will not be allowed. Revealing or provocative clothing including short shorts and sagging pants is prohibited. Clothes must conceal undergarments and midriffs at all times. Hats and headgear may not be worn inside the Club. Tee-shirts with inappropriate graphics or messages and tank and halter tops are not permitted in the Club and all clothing must be clean and in good repair, without rips or holes. Open toed shoes are not permitted in the Club for safety reasons.

Name Tags

All employees and volunteers are required to wear name tags during program hours.

School-Site Programs

In addition to BGCP's dress code, all BGCP employees located on School Sites are required to respect any dress codes that are required by the school.

Piercings and Body Art

While we respect fashion and the employee's personal preference, visible facial and body piercings, other than pierced ears and nose studs, are not permitted during working hours in the Club. If it is determined by management that a tattoo is not in good taste or appropriate for the Club, employees will be required to cover it up.

Performance and Salary Reviews

Supervisors shall conduct regular performance reviews to evaluate each employee's work. In addition, supervisor shall routinely observe employee effectiveness. Performance reviews provide employees with an opportunity to talk about their jobs, performance on the job, and job goals, as well as to discuss any suggestions, questions, or complaints. Employees will be reviewed near the completion of the introductory period and annually thereafter. Performance reviews are an evaluation and planning tool for both supervisors and employees and do not necessarily result in pay increases. Raises will be granted solely on the basis of merit. The amount of any raise is discretionary and depends on several factors, including but not limited to, the employee's performance review.

SEPARATION

Separation

An employee ending his/her employment with the Club should advise his/her supervisor at least 2 weeks prior to the date of departure so that an orderly transition can be made. The separation process includes turning in all Club property and materials, completing required forms and receiving the final paycheck.

Termination for Non-Disciplinary Reasons

The Club reserves the right to terminate employees for non-disciplinary reasons, including but not limited to the following:

1. Reduction in work force.
2. Abolishment or discontinuance of the job or position held by an employee.
3. Displacement because of technological reasons or reorganizations.
4. Closing of a department in which the employee was employed.

Exit Interview

Full time employees whose employment with the Club is ending will be asked to complete an exit interview with Human Resources prior to their last day of work.

EMPLOYEE BENEFITS

Group Benefits

The Club provides certain benefits for all regular full-time employees including:

- Medical
- Dental
- Vision
- Life Insurance
- Long Term Disability Insurance

The following summary descriptions of the Club's employee benefits are included for illustration purposes only and are not meant to give the specific details of the benefit plans. In each case, specific provisions are set forth in the official policy or plan description. If there is any conflict between the descriptions contained in this or any other Club publication and the official policy or plan documents, the language of the official policy or plan documents controls in every case. Employees are directed to read their policy and plan documents for detailed information. The Club may modify or terminate any of its current insurance policies and/or contribution requirements at any time. Employees who work fewer 30 hours per week are not entitled to any benefits.

Medical Insurance

The Club offers medical coverage for all full time employees. The insurance becomes effective on the first of the month following completion of the employee's 90 day introductory period. At the present time, the Club pays 100% of the employee's premium. Dependent medical insurance is also available and coverage information will be provided to each full-time employee at the time of enrollment. Eligible employees pay 50% of premiums relating to dependent coverage. Dependents are defined as spouse, child(ren), and state registered domestic partners for insurance purposes.

Dental Insurance

The Club offers dental coverage for all full time employees. The insurance coverage becomes effective on the first of the month following completion of the employee's introductory period. At the present time, the Club pays 100% of the employee's premium. Dependent dental insurance is also available and coverage information will be provided to each full-time employee at the time of enrollment. Employees pay 50% of premiums relating to dependent coverage.

Vision Insurance

The Club offers vision coverage for all full time employees. The insurance coverage becomes effective on the first of the month following completion of the employee's introductory period. At the present time, the Club pays 100% of the employee's premium. Dependent vision insurance is also available and coverage information will be provided to each full-time employee at the time of enrollment. Employees pay 50% of premiums relating to dependent coverage.

Life Insurance

The Club offers life insurance for all full time employees. The insurance coverage becomes effective on the first of the month following completion of the eligible employee's introductory period. At the present time, the Club pays 100% of the employee's premium. Additional information will be provided to the employee at the time of enrollment.

Long-Term Disability Insurance

The Club offers long-term disability insurance for all full time employees. The insurance coverage becomes effective on the first of the month following completion of the eligible employee's introductory period. At the present time, the Club pays 100% of the eligible employee's premium. Additional information will be provided to the employee at the time of enrollment.

Retirement Plan

The Club sponsors a 403(b) Savings Plan for all employees who wish to voluntarily contribute savings towards retirement. Employees that have been employed for two (2) years and regularly work 20 or more hours a week are eligible to participate in and ERISA ("Pension") Plan. This Plan may provide a contribution to each eligible employee's retirement account on an annual basis.

State Disability Plan

The Club is a participant in the disability plan offered by the State of California that provides short-term disability income to employees unable to work because of non-work related illness or injury. All employees, including introductory employees, are required by law to participate in this plan through employee contributions made by automatic payroll deductions. The amount of benefits payable to an employee is calculated, by the State, based on the employee's earnings in a 12 month base period prior to the illness or injury.

Paid Family Leave Insurance

The State of California provides wage replacement insurance for employees that have a wage loss due to a statutory or approved leave of absence. Paid Family Leave Insurance ("PFL") does not provide any independent right to a leave of absence. Thus, only employees that are entitled to another statutory leave or are approved for leave by the Club and suffer a wage loss are eligible for PFL benefits. Eligible California employees may file a claim and apply for up to six (6) weeks of PFL benefits with the Employment Development Department ("EDD") within any 12-month period for the following reasons:

- To care for a seriously ill child, spouse, parent, domestic partner, or
- To bond with a new child, or
- To bond with a new child in connection with adoption or foster care placement.

This wage supplement is a state-sponsored insurance program within the State Disability Insurance ("SDI") program, administered by the Employment Development Department, and is funded through mandatory employee contributions. Like SDI, PFL is a wage replacement program for current employees who take time off for any of the above-listed covered reasons. Any employee who is applying for PFL benefits must be entitled to leave under the federal Family Medical Leave Act ("FMLA"), the California Family Rights Act, the Pregnancy

Disability Leave law and/or any other approved leave of absence. Receipt of PFL benefits does not guarantee any greater right to reinstatement than if the employee had been continuously employed rather than on leave, except as provided by applicable law. If an employee is receiving PFL benefits and is not eligible for continued paid health benefit coverage under FMLA/CFRA, an employee will be offered the opportunity to elect COBRA benefits subject to the eligibility requirements of COBRA. Additional information is available on the EDD's website (www.edd.ca.gov). The EDD may also be contacted at:

1-877-BE-THERE (English)
1-877-379-3819 (Español)
1-800-445-1312 (TTY)
P.O. Box 997017, Sacramento, CA 95799-7107

Workers' Compensation

Workers' compensation is provided in accordance with California law. Work-related accidents and injuries, no matter how small, must be immediately reported to the Unit Director or Human Resources. Following a work-related injury, an employee is required to return to work as soon as possible. Any employee who experiences an on-the-job-injury must immediately report the injury to his or her supervisor and complete an Employee's Report of Injury Form, number DWC-1.

TIME OFF WITH PAY

Holidays

The Club observes the following holidays:

New Year's Day	Thanksgiving
Martin Luther King Day	Friday after Thanksgiving
Presidents Day	Christmas Eve
Memorial Day	Christmas Day
Independence Day	Labor Day

The Club provides 12 holidays per year. The 10 holidays referenced above will not change from year to year. Each year, the Club shall designate two additional holiday days, and will announce those dates in January to all employees. Any non-exempt employee required to work on a recognized holiday shall be paid at one and one-half (1-1/2) times the employee's regular hourly rate for each hour actually worked on the holiday. If one of the above holidays falls on a Saturday, it will be observed on the preceding Friday; if one falls on a Sunday, it will be observed on the following Monday. Regular full-time employees are eligible for paid holidays immediately upon hire. Part-time employees are not eligible for paid holidays. Eligible employees will receive a regular day's pay for each holiday.

Paid Time Off ("PTO")

The Club offers paid time off ("PTO") to full time employees who work 30 or more hours per week. Employees may use PTO for any reason, including vacation, sick leave, medical and dental appointments, or for the illnesses or doctor's appointments of your dependent children, dependent parents, or your present spouse. Employees who work between 30 and 40 hours per week will be paid on a pro-rated basis based on the number of hours worked. Full-time employees scheduled to work 40 hours per week earn and accrue PTO each year, beginning on the first day of employment and accrued monthly as follows:

16 Days/Year	0-3 Years of Service	21 Day Accrual Cap (168 hours)
21 Days/Year	3-10 Years of Service	26 Day Accrual Cap (208 hours)
26 Days/Year	10+ Years of Service	30 Day Accrual Cap (240 hours)

Part-time employees who work over 30 hours per week consistently for three (3) months accrue PTO on a pro-rata basis depending on the number of hours worked per week. Employees scheduled to work fewer than 30 hours per week are not eligible for PTO. Temporary employees do not accrue PTO. PTO can accrue up to a maximum number of days depending on an employee's years of service. Once this cap is reached, no further PTO will accrue until some PTO is used. Employees may not receive pay instead of PTO except when they leave the Club. There is no retroactive grant of PTO for the period of time the accrued PTO was at the cap. No PTO will accrue while an employee is on an unpaid leave of absence. PTO and holidays shall not be considered as time worked for overtime purposes. PTO may only be taken in increments of a minimum of eight (8) hours. The Club requests that, where possible, employees provide advance notice when they intend to use PTO days by completing a *Request for Time Off* form.

Every effort will be made to grant employees their requested time for PTO pursuant to the Club's operational needs. An employee whose employment terminates will be paid for all accrued, unused PTO days.

Jury Duty

Full time employees who are summoned for jury duty will be paid their normal rate of pay for a period of up to five (5) working days. If an employee is required to serve more than five (5) days on jury duty, he/she may use accrued PTO or take unpaid time off. Employees should make arrangements with their supervisors as soon as a summons is received. A copy of the summons and proof of jury service, including dates and times, should be provided to the employee's supervisor as soon as possible. Employees are expected to return to work if excused from jury duty during regular working hours.

Time Off to Vote

The Club believes that each employee should exercise his right to vote in federal or state primary, general, or special elections, and each employee shall be granted time off at the beginning or the end of the workday to participate in such elections.



RECEIPT AND ACCEPTANCE OF EMPLOYEE HANDBOOK

The Employee Handbook can be accessed at

http://www.bgcp.org/Linked_Documents/forms/Policy/2010%20BGCP%20Employee%20Handbook%20Final.pdf

I have this day received a copy of The Boys & Girls Club of the Peninsula (“Club”) Employee Handbook, revised September 2010, and I understand that I am responsible for reading the policies and procedures described within it. I understand that the policies, procedures and benefits contained in this Handbook may be modified by the Club at any time. I understand that I am expected to follow the policies and procedures outlined in this Handbook. I also understand that any violation of a Club policy, practice or procedure will subject me to disciplinary action up to and including separation. I understand that my employment with the Club is at-will, which means that the Club may discharge me at any time, for any reason whatsoever, with or without cause and with or without notice. I understand that the Club will not modify its policy of employment-at-will in any case. I understand that nothing within this Handbook or within the Club’s policies, practices, or procedures is intended to create a contract for employment, expressed or implied, or a guarantee of continued employment for a specific duration. If I have questions regarding the content or interpretation of this Handbook, I will bring them to the immediate attention of Human Resources.

NAME _____

DATE _____

EMPLOYEE
SIGNATURE _____