

# EMPLOYEE HANDBOOK



JCC ROCKLAND

*Revised September 2019*

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# Welcome

It is our pleasure to welcome you to the staff of JCC Rockland ("JCC"). Your success is important to us. It is also important to the thousands of people of all ages, physical and financial abilities who benefit from our programs and services every year.

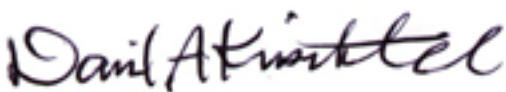
You have chosen us, and we have chosen you. Our job is to work together to ensure that a growing number of people choose JCC programs and services to fulfill their aspirations for themselves, their families and their connection to community life.

Our JCC mission is focused on the people we serve every day.

JCC Rockland is dedicated to the enrichment of Jewish life and to the preservation and celebration of our rich heritage. The JCC shall strengthen individual awareness and connection to the Jewish community, the State of Israel, and the community at large, through recreational, physical, educational, social, and cultural programs.

We can only fulfill this mission with the best staff. We believe that you will be a great member of our team. We invite you to get started by reading the important information that follows.

We personally want to thank you for taking this opportunity to grow professionally and to make a difference in the lives of so many people every time you come to work.



*David Kirschtel*  
CEO, JCC Rockland



*Eliza Millman*  
COO, JCC Rockland

## FOREWORD

Whether you have just joined our staff or have been at the JCC for a while, we are confident that you will find the JCC a dynamic and rewarding place in which to work and we look forward to a productive and successful association. We consider the employees of the JCC to be our most valuable resource. This Handbook has been written to serve as a general guide for the employer/employee relationship.

There are several things that are important to keep in mind about this Handbook. First, it contains only general information and guidelines. It is not intended to be comprehensive or to address all of the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit, or the applicability of a policy or practice to you, you should address your specific questions to the JCC's Chief Executive Officer, Chief Operating Officer or Controller. However, oral promises shall not be binding unless ratified in writing by the JCC's Board. Neither this Handbook nor any other JCC document confers any contractual right, either express or implied, to remain in the JCC's employ. Nor does it guarantee any fixed terms and conditions of your employment. Your employment is not for any specific period of time and may be terminated at will by the JCC at any time. You also may resign for any reason at any time.

Second, the procedures, practices, policies and benefits described here may be modified or discontinued from time to time. We will try to inform you of any changes as they occur. However, the lack of such notice will not be deemed to prejudice the JCC's right to enforce such changes at any time.

Finally, some of the subjects described here in this Handbook, such as the health insurance plan, are covered in detail in official policy documents pertaining to such plans (please see appropriate sections of this Handbook). You should refer to these separate documents for specific "summary plan descriptions" or other information, since this Handbook only briefly summarizes those benefits. Please note that the terms of the written plan documents are controlling in all cases.

If you have any questions regarding any of the provisions of this Handbook, please contact the JCC's Chief Executive Officer, Chief Operating Officer or Controller.

# INTRODUCTION

## **EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

Equal Employment Opportunity has been, and will continue to be, a fundamental principle at the JCC, where employment is based upon personal capabilities and qualifications without discrimination because of any other protected characteristic as established by federal, state and/or local law.

This policy of Equal Employment Opportunity applies to all policies and procedures relating to recruitment and hiring, compensation, benefits, termination and all other terms and conditions of employment.

The JCC's Chief Executive Officer or his/her designee has overall responsibility for this policy and maintains reporting and monitoring procedures. Employees' questions or concerns should be referred to the JCC's Chief Executive Officer, Chief Operating Officer or any member of management.

Appropriate disciplinary action will be taken against any employee violating this policy. The JCC will not retaliate against anyone for raising concerns under this policy.

## HARASSMENT: POLICY STATEMENT

All JCC employees have a right to work in an environment free from all forms of discrimination and conduct which can be considered harassing, coercive, or disruptive. Consistent with the JCC's respect for the rights and dignity of each employee, harassment based on any characteristic protected by federal, state or local law, will not be sanctioned nor tolerated. All employees should, therefore, be aware of the following:

1. Sexual harassment is strictly prohibited. Sexual harassment is difficult to define but includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment, when submission to or rejection of such conduct is used as the basis for employment decisions affecting such individual; or such conduct has the purpose or effect of unreasonably interfering with the individual's work performance or creating an intimidating, hostile, or offensive work environment.
2. Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment includes, but is not limited to, verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her inclusion in a protected characteristic as defined by federal, state or local law or that of his/her relatives, friends or associates, and that: (i) has the purpose or effect of creating an intimidating, hostile, or offensive work environment; (ii) has the purpose or effect of unreasonably interfering with an individual's work performance; or (iii) otherwise adversely affects an individual's employment.

Harassing conduct also may include, but is not limited to: epithets, slurs, or negative stereotyping; threatening, intimidating or hostile acts; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group and that are circulated in the workplace.

3. Supervisors are responsible for assuring that no employee is subjected to conduct that constitutes sexual or any other form of harassment.
4. Any individual found to have engaged in sexual or any other form of harassment, or other inappropriate conduct, will be disciplined as appropriate, up to and including discharge.

5. Any employee who believes that he or she has been the subject of sexual or any other form of harassment by anyone at the JCC or by any person who does business with the JCC, should, and is encouraged to, bring the matter to the attention of his/her supervisor, the Chief Operating Officer, the Chief Executive Officer, the President or any member of management.
6. Managers receiving such a report of harassment shall immediately report it to the Chief Executive Officer, Chief Operating Officer or Human Resources.
7. A prompt and thorough investigation of the alleged incident will be conducted to the extent possible, and appropriate corrective action will be taken if warranted. To the extent consistent with adequate investigation and appropriate corrective action, any complaints of harassment will be treated as confidential. However, we can make no promise of absolute confidentiality.
8. The JCC will not in any way retaliate against an employee, potential employee, or former employee who makes a complaint or report of harassment, or participates in the investigation of such a complaint or report. Retaliation against any individual will not be tolerated and will itself be subject to appropriate discipline.



# EMPLOYMENT

## INITIAL EMPLOYMENT PERIOD

Every new employee goes through an initial period of adjustment in order to learn about the JCC and about his/her job. During this time the employee will have an opportunity to find out if he/she is suited to, and likes, his/her new position.

Additionally, the initial employment period gives the employee's department manager a reasonable period of time to evaluate his/her performance. The initial employment period is six (6) months for exempt employees; three (3) months for non-exempt employees.

During this time, the new employee will be provided with training and guidance from his/her supervisor. He/she may be discharged at any time during this period if his/her supervisor concludes that he/she is not progressing or performing satisfactorily. Additionally, under appropriate circumstances, the initial employment period may be extended.

At the end of the initial employment period, the employee and his/her supervisor will discuss his/her performance. Provided his/her job performance is "satisfactory" at the end of the initial employment period, he/she will continue in our employment.

This policy in no way limits the JCC's rights as an employer-at-will to terminate the employment relationship of any individual at any time for any reason.

## EMPLOYEE CATEGORIES

### **POLICY:**

Based on the conditions of employment, employees of the JCC fall into the following categories.

- **FULL-TIME:** Full-time employees work a minimum of 32 hours per week, for a minimum of 44 weeks per year
- **PART-TIME:** Part-time employees work less than 32 hours per week, 44 weeks per year
- **SEASONAL EMPLOYEES:** Seasonal employees work only a portion of the year, regardless of the number of hours per week. For example, Camp and Beyond the Bell staff are seasonal employees.

Additionally, for the purposes of compliance with federal and state wage and hour laws, employees are also categorized as being exempt or non-exempt.

- **EXEMPT** employees are not eligible for overtime pay. Exempt employees include certain professional, administrative, and executive staff.
- **NON-EXEMPT** employees are eligible for overtime pay in accordance with our overtime policy.

### **FULL-TIME**

Full-time employees are hired with the expectation that they will work a minimum 32-hour work week (not counting meal period) or the equivalent working time for exempt employees. Full-time employees are employed and working a minimum of 44 weeks per year. Full-time employees are entitled to certain benefits set forth in this Handbook, which may not be available to other employees.

Non-exempt full-time employees who work more than six hours in a day shall take a thirty (30) minute unpaid meal break.

### **PART-TIME**

Part-time employees work less than 32 hours per week (not counting meal period) or the equivalent working time for non-exempt employees. Part-time employees may not be entitled to certain benefits set forth in this Handbook.

Part-time employees who work more than six hours in a day shall take a thirty (30) minute unpaid meal break.

### **SEASONAL**

A seasonal employee is hired for a specified project or time frame. A seasonal employee in a non-exempt position is paid by the hour while a seasonal employee in an exempt position is paid according to the terms of hire for that individual. Seasonal employees do not receive any additional compensation or benefits provided by the JCC.

## PERFORMANCE REVIEWS

Generally, the employee's supervisor will evaluate each employee's performance at least once annually although supervisors are encouraged to provide confidential feedback throughout the year. The annual performance evaluation shall be in writing, and shall be shown to, and discussed with, the employee. An employee may submit written comments concerning the evaluation.

Copies of the reviews with signatures of employee and supervisor will be kept in the employee's personnel file.

# COMPENSATION

## **RATE OF COMPENSATION**

Employees' rate of compensation will be determined at the time of initial hiring and may be adjusted from time to time by the CEO or COO.

## **DIRECT DEPOSIT**

Employees may be paid by check or through direct deposit of funds to either a checking or savings account at the bank or financial institution of their choice (provided it has direct deposit capability). To activate direct deposit employees should contact the Controller or his/her designee and provide a voided personal check. Due to banking requirements, it may take several weeks to activate the direct deposit.

## **WEATHER RELATED CLOSURES**

Occasionally weather has an affect on our operations. If it is necessary to open late, close early, or not open for a day Management will review and communicate and related compensation. Please note that JCC Rockland is not responsible for lost wages due to weather related closings.

## **OVERTIME PAY**

Depending on work needs, employees will be expected to work when requested to do so. Prior written approval of a supervisor or Chief Executive Officer or his/her designee, however, is required before any non-exempt employee works overtime.

Non-exempt employees are eligible for additional pay for work performed beyond their regularly scheduled weekly hours. For non-exempt employees, all time worked in excess of 40 hours in a week is paid at a rate of 1 1/2 times the employee's hourly rate. Time worked in excess of the basic 35 hour week and up to 40 hours will be paid at straight time.

Non-exempt employees will have their overtime computed on a weekly basis (on a Sunday thru Saturday basis). An employee's supervisor, as well as the Chief Executive Officer or his/her designee, must approve each overtime entry.

Each day, the time the employee starts and finishes work must be recorded on an approved time record. All additional overtime worked must be approved by a supervisor each day.

## PAYROLL PERIODS

Employees will be paid based on a semi-monthly payroll period. The payroll period shall run on the 1st -15th, then 16th thru the last day of the month. Paychecks shall be distributed on the 7th and 22nd each month. Should payday fall on a weekend or legal holiday, paychecks will be distributed on the preceding workday.

## TIME RECORDS

### **POLICY:**

The attendance of all non-exempt employees is recorded daily by each department and is submitted to the JCC's Chief Executive Officer or his/her designee for each pay period. These attendance records are JCC records, and care must be exercised in recording the hours worked, overtime hours, and absences. The submission of false or inaccurate time records is a serious offense and will result in disciplinary action (up to and including immediate dismissal).

Full-time non-exempt employees receive meal break time of 30 or 60 minutes, unpaid. Meal break is to be scheduled subject to your supervisor's approval.

Part-time employees scheduled to work more than six hours in a day, receive a thirty (30) minute unpaid meal break.

Any employees scheduled to work less than six hours in a day are not entitled to a meal break.

## PERSONNEL RECORDS

To maintain necessary JCC records that are up to date, it is extremely important that you notify the Controller or his/her designee of any changes in your status including, but not limited to:

- Name
- Marital status
- Address and telephone number
- Number of eligible dependents
- W-4 and IT-2104 deductions
- Person to contact in case of illness or emergency
- Beneficiaries

# EMPLOYEE BENEFITS

## GENERAL STATEMENT

The JCC has established a variety of employee benefit programs designed to assist you and your eligible dependents in meeting the financial burdens that can result from illness and disability, and to help you plan for retirement. This portion of the Employee Handbook contains a general description of the benefits to which you may be entitled. Please understand that this general explanation is not intended to, and does not, provide you with all the details of these benefits. Therefore, this Handbook does not change or otherwise interpret the terms of the official plan documents. Your rights can be determined only by referring to the full text of the official plan documents, which are available for your examination from the Chief Executive Officer or his/her designee. To the extent that any of the information contained in this Handbook is inconsistent with the official plan documents, the provisions of the official documents will govern in all cases.

Please note that nothing contained in the benefit plans described herein shall be held or construed to create a promise of employment or of future benefits, or a binding contract between the JCC and their employees, retirees or their dependents, for benefits or for any other purpose. All employees shall remain subject to discharge or discipline to the same extent as if these plans had not been put into effect.

For more complete information regarding any of our benefit programs, please refer to the Summary Plan Descriptions, which were provided to you separately or contact the JCC's Chief Executive Officer or his/her designee. If you lost or misplaced those descriptions, please contact the Controller or his/her designee for another copy.

## GROUP HEALTH BENEFITS

### **POLICY:**

Full-time employees of the JCC who are regularly scheduled to work 32 or more hours per week (or equivalent working time for exempt employees) are entitled to coverage under the JCC's group health insurance plan after they have completed three months of continuous, employment for the JCC.

### **PROCEDURE:**

At present, employees are required to contribute an amount to be determined by the CEO toward the cost of individual group health insurance coverage. This amount is subject to change as circumstances dictate. Spouse and dependent coverage

is available at the employee's expense. Employee contributions to group health insurance premium costs may be made on a pre-tax basis under current law. Full time staff working a minimum of 44 weeks per year would be responsible for bearing the full cost of health insurance during the summer months.

### **COVERAGE AFTER TERMINATION:**

The Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (“COBRA”) requires that most employers sponsoring group health plans offer employees and their families the opportunity for a temporary extension of health coverage (called “continuation coverage”) at group rates in certain instances where coverage under the plan would otherwise end.

JCC employees who are currently covered by group health insurance may have the right to continue their current coverage at their expense, at group rates (plus an administrative fee) in accordance with COBRA, if they terminate employment with the JCC for any reason other than gross misconduct or if they lose coverage due to a reduction in hours of employment.

Upon termination of employment, covered employees and their covered family members will receive information regarding COBRA continuation coverage, including the applicable rates and coverage available to terminated employees.

Employees and their covered dependents generally have 60 days in which to elect continuation coverage.

## **LIFE INSURANCE BENEFITS**

### **POLICY:**

Full-time employees of the JCC who are regularly scheduled to work 32 or more hours per week (or the equivalent working time for exempt employees) are entitled to coverage under the JCC's life insurance plan after they have completed three months of continuous employment for the JCC. There is no cost to the employee for this benefit.

## **JCC MEMBERSHIP AND DISCOUNTS**

### **MEMBERSHIP**

Employees who are regularly scheduled to work **32 or more hours per week** for 44 weeks per year shall be entitled to full family fitness membership at no cost to the employee.

Employees who are regularly scheduled to work 15 at least 20 but less than 32 hours per week for 44 weeks per year shall be entitled to individual fitness membership at no cost. Fitness membership for other members of the employee's immediate family (spouse or domestic partner, children living at home or in school) will be charged 50% of the difference between individual fitness membership and the membership being purchased. This discount will also be applied to BTB Site Leaders.

Employees who are regularly scheduled to work **10 or more hours but less than 20 hours per week** year round shall be entitled to 60% off of the cost of an individual fitness membership. Fitness membership for other members of the employee's immediate family (spouse or domestic partner, children living at home or in school) will be charged 60% of the difference between individual fitness membership and the membership being purchased.

**BTB Staff and Early Childhood Staff that works at least 15 hours a week** will be entitled to an individual fitness membership for \$20.00 per month.

### **PROGRAMS AND CLASSES DISCOUNTS OFF RETAIL RATES**

Classes and Programs where the equipment or material costs are not more than 25% of the charge for the program such as youth basketball will have the following discount as long as there is space in the program.

- Staff 32 hours or more per week for 44 weeks per year, discount 50%
- Staff 20 hours and less than 32 hours per week for 44 weeks per year, disc 35%
- Staff 10 hours and less than 20 hours per week for 44 weeks per year, disc 20%
- Classes and Programs with major costs associated including JCC Maccabi, BTB, Camps, and ECE will have a standard discount for all employees who work 32 hours or more year round of 20%. This includes staff working 44 weeks per year.
- Classes and Programs with major costs associated including JCC Maccabi, BTB, Camps and ECE will have a standard discount for all employees who work 10 hours or more year round of 10%.

### **PERSONAL TRAINING AND SMALL GROUP TRAINING** (Off standard pricing)

*Excluding Fitness 450*

- Employees 32 hours or more per week for 44 weeks per year, discount 25%
- Employees 10 hours and less than 32 hours per week for 44 weeks, discount 15%

### **FITNESS 450** (Off standard pricing)

- Employees 32 hours or more per week for 44 weeks , discount 30%
- Employees less than 32 hours per week for 44 weeks, discount 15%



## **J ROCK VACATION PROGRAM DAYS**

- Employees 32 hours or more per week for a minimum of 44 weeks, do not pay for the program. If it is a trips program they pay 50%
- Employees 20 hours or more per week but less than 32 hours for 44 weeks, do not pay if working that day. 50% off if not working that day. If a trip program 50% off if working that day or 25% off if not working that day.
- Employees 10 hours or more per week but less than 20 hours per week, 50% off if working that day, 35% off if not working that day. If a trip program 25% off if working that day or 15% off if not working that day.

## **APPROVAL PROCESS**

All discounts must be approved by the Controller or Assistant Controller, and the COO. Any discounts which are provided in excess of the discounts identified above or any exceptions, must be approved by the Controller or Assistant Controller, COO, and the CEO.

## **TAX-DEFERRED ANNUITY**

Full-time employees of the JCC may participate in a tax-deferred annuity plan provided through the JCC.

## **SECTION 125 PLANS**

Employees must regularly work a minimum of 20 hours per week (or the equivalent working time for exempt employees), in order to participate in the Section 125 plan offerings.

Pursuant to Section 125 of the Internal Revenue Code, employees may participate, to the extent permitted by law, in the JCC's plans whereby medical expenses, dependent care expenses, and/or employee contributions to health insurance premiums may be treated as pre-tax salary reductions. Details on such plans are available from the JCC's Human Resources Department, Chief Executive Officer, or his/her designee. There is a 90-day waiting period for participation in this plan.

## **WEEKLY ACCIDENT AND SICKNESS BENEFITS**

If an employee is unable to work due to an off-the-job accident or illness, he or she may be eligible for Weekly Accident and Sickness Benefits in accordance with the provisions of New York State Disability Benefits Law. Separately, the JCC's short-term disability plan is a benefit that provides partial pay for employees who are unable to work due to non-work-related illness, injury, or disability, after an absence of more than 7 consecutive calendar days. Benefits begin on the 8th day of disability and continue for related absences up to a maximum of 26 weeks.

The JCC reserves the right to confirm the necessity for disability leave.

If an employee's injury or illness is work-related, he or she should apply for Workers' Compensation benefits. See the JCC's Human Resources Department for assistance in applying for these benefits.

## **PERSONAL TRAINERS & BENEFITS**

For benefit purposes (sick pay, vacation pay, holiday pay, or medical benefits), personal trainers' hours will be calculated using the average number of hours worked over the prior calendar quarter. For calculation purposes, hours worked include floor hours, desk hours, personal training hours, and group fitness hours.

In order to qualify for holiday pay, sick pay, or vacation pay, the employee must work an average of 32 hours or more a week.

Pay for holidays, sick leave or vacation for eligible employees will be calculated based on the average number of hours worked on the particular day of the week on which the employee is out for holiday, sick leave or vacation. As an example, if an employee is out sick on Monday and for the quarter the employee worked an average of 3.5 hours on Mondays, the employee will be paid for 3.5 hours of sick time.

Sick pay, holiday pay, and vacation pay will be paid using the employee's floor hourly rate.

For medical insurance purposes, the employee must work an average of at least 32 hours a week for the prior quarter in order to qualify for medical insurance. If the individual falls below the required 32 hours per week average in any given calendar quarter they will be advised that their continued coverage may be in jeopardy. If the individual falls below the required 32 hours per week average again in the next quarter, their coverage will be dropped and the individual will be given the option to continue coverage via COBRA. They will not be allowed to re-enroll into the medical insurance policy until the next open enrollment period. This does not apply to any reductions in work hours due to FMLA related absence.

# TIME OFF

## VACATION POLICY

Time away from work to relax and pursue special interests is important to everyone. All full-time employees are eligible for paid vacation, computed on a calendar year basis, in accordance with the following schedule:

During the first five full years of service, 5/6 day per month, with a maximum of 10 days, vacation will be prorated during your first partial year of service on an accrual basis.

After completing five full years of service, the employee earns 1 1/4 days per month with a maximum of 15 days on an accrual basis.

After completing ten full years of service, the employee earns 1 2/3 days per month, with a maximum of 20 days an accrual basis.

Vacation may not be taken during an employee's initial period of employment (3 months) unless approved by CEO or his/her designee.

All vacation must be scheduled in advance with the written approval of the employee's supervisor.

Vacation may not be taken in blocks of less than one-half (1/2) day for non-exempt staff. For purposes of calculating vacation pay, a "day" shall be 1/5 of the employee's regular weekly schedule of hours or working equivalent.

Full time staff working 44 weeks per year will receive vacation accruals on a pro rated basis.

Eligible personal trainers will receive vacation pay based on their scheduled floor hourly rate.

## PROCEDURES

Employees should utilize all of their allotted vacation time during the calendar year.

Full-time employees are permitted to carry over up to five vacation days into the new year with approval of their supervisor. Carry over days are not cumulative. Employees

who would like to carry over vacation days must submit a request in writing to their supervisor for approval by October 1 using the Vacation Request Form. Requests submitted after October 1 will not be considered. All carry over vacation days must be used within the first quarter (January, February, March) of the following year.

Active employees forfeit accrued, unused vacation time if not used within the guidelines of this policy.

When a JCC holiday falls during a scheduled vacation, it is not counted as a vacation day.

## VACATION TIME FOR TERMINATING EMPLOYEES POLICY

Employees leaving the JCC due to voluntary resignation, or dismissal, except those dismissed for misconduct, as defined in the sole and exclusive discretion of the JCC, are eligible to receive payment for accrued unused vacation time in the applicable calendar year. In the case of a resignation, an employee must work through his or her two-week notice period in order to be eligible for this payout. Carryover vacation time is not paid upon termination.

## HOLIDAYS

1. All active full-time employees (including those in initial employment period) are eligible for and will receive holiday pay for five (5) holidays per year as follows:

*New Year's Day, January; Memorial Day, May; Independence Day, July;  
Labor Day, September; Thanksgiving Day, November*

Where a holiday falls on a weekend, it will be observed on either the preceding Friday or the following Monday.

2. All active Full time staff except for employees of the Deborah Koenig Early Childhood Center (DKECC) are also eligible and will receive holiday pay for the following days:

*Rosh Hashanah (2 days)  
Yom Kippur  
Sukkot (2 days)  
Shemini Atzeret  
Simchat Torah  
Passover (1st 2 and last 2 days)  
Shavuot (2 days)*

3. Employees of our Deborah Koenig Early Childcare Center (DKECC), will receive in addition to the days listed in item 1 above holiday pay for the following days:

*Rosh Hashana (2 days)*

*Yom Kippur*

*Passover (1st day)*

*Day after Thanksgiving*

*Christmas Day December 25*

4. Reasonable accommodations will be made upon request to observe any religious holiday.

5. Any exempt employee that has a regularly scheduled day off on a federal holiday listed in #1 above will be able to use that day as a floating holiday to be used within 3 weeks of actual holiday. If a regularly scheduled day off occurs on a religious holiday listed in #2 or #3 above, no additional day off will be scheduled.

Additionally, the JCC will close early the eve of Rosh Hashanah, Yom Kippur and the first day of Passover. Staff working on these days will only be paid up until the time the building closes. JCC will make every effort to reschedule any lost hours due to an early holiday closure.

## **PERSONAL DAYS**

Full-time employees are granted one (1) additional paid personal day. The day off must be scheduled in advance, and requires Supervisor's approval. These days will not be carried forward if not used during the current year.

Personal day will be added on Jan 1 each year. You must be an active, full time employee on Jan 1 of any year to receive this day.

## **BEREAVEMENT LEAVE**

### **POLICY**

In the unfortunate event of a death in the immediate family, a leave of absence of up to five (5) working days with pay will be granted for all full time staff.

For this purpose, immediate family is defined as:

Spouse

Child

Stepchild

Parents (including in-laws), stepparents

Siblings, stepsiblings

Full time employees may, with the approval of their supervisor, take one (1) day off with pay to attend the funeral of a grandparent, brother-in-law or sister-in-law or other close relative. Additional time off may be taken as vacation or leave without pay, with supervisory approval.

## **PROCEDURE**

In order to take paid time off under this policy, employees must make their supervisor aware of their situation. In turn, the supervisor will notify the JCC's Chief Executive Officer or his/her designee of the reason and length of the employee's absence.

Employees requiring additional time off due to a death in the family may arrange with their supervisor to use vacation time or leave without pay.

## **JURY DUTY**

### **POLICY**

A leave of absence for jury duty will be granted to any employee who has been notified to serve. An employee on jury duty is expected to report to work any day he/she is excused from jury duty, even for partial day(s).

### **PROCEDURE**

In order to qualify for approved time off under this policy, the employee must immediately notify his/her supervisor, as well as the JCC's Chief Executive Officer or his/her designee. Additionally, a copy of the notice to serve will be required.

Upon the employee's return, the employee must notify the JCC's Chief Executive Officer or his/her designee and submit a signed Certificate of Jury Service indicating the number of days served.

The JCC will pay the employee the difference between the payments made for jury service and his or her regular salary for a period of up to five (5) working days per year. Thereafter, the JCC will extend an unpaid leave of absence for the duration of the jury duty.

Employees who are released from jury duty four (4) or more hours before the end of their regularly scheduled day are expected to report for work for the remainder of the day provided the employee serves within Rockland County or a neighbor county. In other cases of early release, the employee should contact his/her supervisor concerning reporting for work.

## ABSENCE DUE TO ILLNESS

### POLICY

Each calendar year, full-time employees will be allotted sick days in accordance with the following schedule:

- 1/2 day for each month worked during the year for a maximum of 6 days on an accrual basis.
- For purposes of computing sick leave, a “day” shall be 1/5 of the employee’s regular weekly schedule of hours or working equivalent.
- Up to two (2) days of sick leave per year may be used for illness of a spouse, child or parent.

Sick days may be carried forward beyond the year in which they are allotted and will be accumulated for use should an illness occur up to a maximum of 40 days. However, under no circumstances will an employee be paid for accumulated, unused sick time when his or her employment terminates for any reason, including retirement. Full time employees working 44 weeks per year will receive sick pay on a pro rated basis.

### GUIDELINES

Employees unable to report to work due to illness must communicate by approved means with their supervisor or his or her designee each day of their absence (unless a block of sick time is approved), no later than sixty (60) minutes before their scheduled arrival time. Once an employee is out sick for 5 consecutive workdays, absent an approved block of time, he/she must notify the Chief Executive Officer or his/her designee.

If the JCC has questions about the nature or length of an employee's disability, written confirmation or other guidance from a physician or licensed health care professional may be required.

## FAMILY AND MEDICAL LEAVE ACT POLICY

The Family and Medical Leave Act (“FMLA”) provides eligible employees the opportunity to take unpaid, job-protected leave for certain specified reasons.

**Employee Eligibility:** To be eligible for FMLA leave, you must:

1. Have worked at least 12 months for the Company in the preceding seven years (limited exceptions apply to the seven-year requirement);
2. Have worked at least 1,250 hours for the Company over the preceding 12 months; and
3. Currently work at a location where there are at least 5 employees within 75 miles.

All periods of absence from work due to or necessitated by service in the uniformed services are counted in determining FMLA eligibility.

### Conditions Triggering Leave

FMLA leave may be taken for the following reasons:

1. Birth of a child, or to care for a newly-born child (up to 12 weeks);
2. Placement of a child with the employee for adoption or foster care (up to 12 weeks)
3. To care for an immediate family member (employee's spouse, child or parent) with a serious health condition (up to 12 weeks);
4. Because of the employee's serious health condition that makes the employee unable to perform the employee's job (up to 12 weeks);
5. To care for a Covered Servicemember with a serious injury or illness related to certain types of military service (up to 2 weeks) (see Military Related FMLA Leave for more details); or
6. To handle certain qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on covered active duty or call to covered active duty status in the Uniformed Services (up to 12 weeks) (see Military Related FMLA Leave for more details).

The maximum amount of leave that may be taken in a 12-month period for all reasons combined is 12 weeks, with one exception. For leave to care for a Covered Servicemember, the maximum combined leave entitlement is 26 weeks, with leaves for all other reasons constituting no more than 12 of those 26 weeks.

### DEFINITIONS

A "**serious health conditions**" is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that prevents the qualified family member from participating in work, school or other regular daily activities. Subject to certain conditions, the continuing treatment requirement includes an incapacity of more than three full calendar days and two visits to a health care provider or one visit to a health care provider and a continuing regimen of care; a chronic condition; permanent or long-term conditions; or absences due to multiple treatments. Other situations may meet the definition of continuing treatment

### Identifying the 12-Month Period

The Company measures the 12-month period in which leave is taken by the "rolling" 12-month method, measured backward from the date of any FMLA leave with one exception. For leave to care for a servicemember, the Company calculates the 12-month period beginning on the first day the eligible employee takes FMLA leave to



care for a covered servicemember and ends 12 months after that date. FMLA leave for the birth or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement.

### **Using Leave**

Eligible employees may take FMLA leave in a single block of time, intermittently (in separate blocks of time), or by reducing the normal work schedule when medically necessary for the serious health condition of the employee or immediate family member, or in the case of a covered servicemember, is or her injury or illness. Eligible employees may also take intermittent or reduced scheduled leave for military qualifying exigencies. Intermittent leave is not permitted for the birth of a child, to care for a newly-born child or for placement of a child for adoption or foster care. Employees who require intermittent or reduced schedule leave must try to schedule their leave so that it will not unduly disrupt the Company's operations.

### **Use of Accrued Paid Leave**

Depending on the purpose of your leave request, you may choose (or the Company may require you) to use accrued paid leave (such as sick leave, vacation, or PTO), concurrently with some or all of your FMLA leave. In order to substitute paid leave for FMLA leave, an eligible employee must comply with the Company's normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice, etc.).

### **Maintenance of Health Benefits**

If you and/or your family participate in our group health plan, the Company will maintain coverage during your FMLA leave on the same terms as if you had continued to work. If applicable, you must make arrangements to pay your share of health plan premiums while on leave. In some instances, the Company may recover premiums it paid to maintain health coverage or other benefits for you and your family. Use of FMLA leave will not result in the loss of any employment benefits for you and your family. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of your leave.

### **Notice and Medical Certification**

When seeking FMLA leave, you are required to provide:

1. Sufficient information for us to determine if the requested leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that you are unable to perform job functions, a 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. You must also inform the Company if the requested

leave is for a reason for which FMLA leave was previously taken or certified. If the need for leave is foreseeable, this information must be provided 30 days in advance if the anticipated beginning date of the leave. If the need for the leave is not foreseeable, this information must be provided as soon as is practicable and in compliance with the Company's normal call-in procedures, absent unusual circumstances.

2. Medical certification supporting the need for leave due to a serious health condition affecting you or an immediate family member within 15 calendar days if the Company's request to provide the certification (additional time may be permitted in some circumstances). If you fail to do so, we may delay the commencement of your leave, withdraw any designation of FMLA leave or deny the leave, in which case your leave of absence would be treated in accordance with our standard leave of absence and attendance policies, subjecting you to discipline up to and including termination. Second or third medical opinions and periodic re-certifications may also be required.
3. Periodic reports as deemed appropriate during the leave regarding your status and intent to return to work; and
4. Medical certification of fitness for duty before returning to work, if the leave was due to your serious health condition. The Company will require this certification to address whether you can perform the essential functions of your position.
5. Failure to comply with the foregoing requirements may result in delay or denial of leave, or disciplinary action, up to and including termination.

### **Employer Responsibilities**

To the extent required by law, the Company will inform employees whether they are eligible under the FMLA. Should an employee be eligible for FMLA leave, the Company will provide him or her with a notice that specifies any additional information required as well as the employee's rights and responsibilities. If employees are not eligible, the Company will provide a reason for the ineligibility. The Company will also inform employees if leave counted against the employee's leave entitlement. If the Company determines that the leave is not FMLA-protected, the Company will notify the employee.

### **Job Restoration**

Upon returning from NYPFLA leave, eligible employees will typically be restored to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

### **Failure to Return After FMLA Leave**

Any employee who fails to return to work as scheduled after FMLA leave or exceeds

the 12-week FMLA entitlement (or in the case of military caregiver leave, the 26-week FMLA entitlement), will be subject to the Company's standard leave of absence and attendance policies. This may result in termination if you have no other Company-provided leave available to you that applies to your continued absence. Likewise, following the conclusion of your FMLA leave, the Company's obligation to maintain your group health plan benefits ends (subject to any applicable COBRA rights).

### **Other Employment**

The Company generally prohibits employees from holding other employment. This policy remains in force during all leaves of absences including FMLA leave and may result in disciplinary action, up to and including immediate termination of employment.

### **Fraud**

Providing false or misleading information or omitting material information in connection with a FMLA leave will result in disciplinary action, up to and including immediate termination.

### **Employers' Compliance With FMLA and Employee's Enforcement Rights**

FMLA makes it unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided under FMLA, or discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or related to FMLA.

While the Company encourages employees to bring any concerns or complaints about compliance with FMLA to the attention of the Human Resources Department, FMLA regulations require employees to advise employees that they may file a complaint with the U.S. Department of Labor or bring a private lawsuit against an employer. Further, 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 medical leave rights.

## **MILITARY-RELATED FMLA LEAVE**

FMLA leave may also be available to eligible employees in connection with certain service-related medical and non-medical needs of family members. There are two forms of such leave. The first is Military Caregiver Leave, and the second is Qualifying Exigency Leave. Each of these leaves is detailed below.

### **DEFINITIONS**

A "covered servicemember" is either (1) a current servicemember of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness

incurred in the line of duty for which the servicemember is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list; or (2) a “covered veteran” who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

A “**covered veteran**” is an individual who was discharged under conditions other than dishonorable during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran. The period between October 28, 2009 and March 8, 2013 is excluded in determining this five-year period.

The FMLA definitions of “**serious injury or illness**” for current servicemembers and veterans are distinct from the FMLA definition of “serious health condition.” For current servicemembers, the term “serious injury or illness” means an injury or illness that was incurred by the member in the line of duty while on active duty in the Armed Forces or that existed before the beginning of active duty and was aggravated by such service, that may render them medically unfit to perform the duties in their office, grade, rank or rating.

For covered veterans this term means a serious injury or illness that was incurred in the line of duty while on active duty in the Armed Forces or that existed before the beginning of active duty and was aggravated by such service and manifested itself before or after the individual assumed veteran status, and is: (1) a continuation of a serious injury or illness that was incurred or aggravated when they were a member of the Armed Forces and rendered them unable to perform the duties of their office, grade, rank or rating; (2) a physical or mental condition for which the covered veteran has received a VA Service Related Disability Rating (VASRD) of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave; (3) a physical or mental condition that substantially impairs the veteran’s ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would be so absent treatment; or (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

“**Qualifying exigencies**” include activities such as short-notice deployment, military events, arranging alternative childcare, making financial and legal arrangements related to the deployment, rest and recuperation, counseling, parental care, and post-deployment debriefings.

## **Military Caregiver Leave**

Unpaid Military Caregiver Leave is designed to allow eligible employees to care for certain family members who have sustained serious injuries or illness in the line of duty while on active duty. Military Caregiver Leave is a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period.

To be “**eligible**” for Military Caregiver Leave, the employee must be a spouse, son, daughter, parent, or next of kin of the covered servicemember. “Next of kin” means the nearest blood relative of the servicemember, other than the servicemember’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions; brothers and sisters; grandparents; aunts and uncles; and first cousins; unless the servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for the purposes of Military Caregiver Leave. The employee must also meet all other eligibility standards as set forth within the FMLA Leave policy.

An eligible employee may take up to 26 workweeks of Military Caregiver Leave to care for a covered servicemember in a “single 12-month period.” The single 12-month period.” begins on the first day leave is taken to care for a covered servicemember and ends 12 months thereafter, regardless of the method used to determine leave availability for other FMLA-qualifying reasons. If an employee does not exhaust his or her 26 workweeks of Military Caregiver Leave during this “single 12-month period,” the remainder is forfeited.

Military Caregiver Leave applies on a per-injury basis for each servicemember. Consequently, an eligible employee may take separate periods of caregiver leave for each and every covered servicemember, and/or for each and every serious injury or illness of the same covered servicemember. A total of no more than 26 workweeks of Military Caregiver Leave, however, may be taken within any “single 12-month period.” Within the “single 12-month period” described above, an eligible employee may take a combined total of 26 weeks of FMLA leave including up to 12 weeks of leave for any other FMLA-qualifying reason (i.e., birth or adoption of a child, serious health condition of the employee or close family member, or a qualifying exigency). For example, during the single “12-month period,” an eligible employee may take up to 16 weeks of FMLA leave to care for a covered servicemember when combined with up to 10 weeks of FMLA leave to care for a newborn child.

An employee seeking Military Caregiver Leave may be required to provide appropriate certification from the employee and/or covered servicemember and completed by an authorized health care provider within 15 days. Military Caregiver Leave is subject to other provisions in our FMLA Leave Policy (requirements regarding employee eligibility, appropriate notice of the need for leave, use of the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations).

### **Qualifying Exigency Leave**

Eligible employees may take unpaid “Qualifying Exigency Leave” to tend to certain “exigencies” arising out of the covered active duty or call to covered active duty status of a “military member” (i.e. the employee’s spouse, son, daughter, or parent). Up to 12 weeks of Qualifying Exigency Leave is available in any 12-month period, as measured by the same method that governs measurement of other forms of FMLA leave within the FMLA policy (with the exception of Military Caregiver Leave, which is subject to a maximum of 26 weeks of leave in a “single 12-month period”). Although “Qualifying Exigency Leave” may be combined with leave for other FMLA-qualifying reasons, under no circumstances may the combined total exceed 12 weeks in any 12-month period (with the exception of Military Caregiver Leave as set forth above). The employee must meet all other eligibility standards as set forth within the FMLA policy.

Persons who can be ordered to active duty include active and retired members of the Regular Armed Forces, certain members of the retired Reserve, and various other Reserve members including the Ready Reserve, the Selected Reserve, the Individual Ready Reserve, the National Guard, state military, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard, Air Force Reserve, and Coast Guard Reserve.

A call to active duty refers to a federal call to active duty, and a state call to active duty are not covered unless under order of the President of the United States pursuant to certain laws.

Qualifying Exigency Leave is available under the following circumstances:

- (1) Short-notice deployment. To address any issue that arises out of short notice (within seven days or less) of an impending call or order to covered active duty.
- (2) Military events and related activities. To attend any official military ceremony, program, or event related to covered active duty or call to covered active duty status or to attend certain family support or assistance programs and informational briefings.
- (3) Childcare and school activities. To arrange for alternative childcare; to provide childcare on an urgent, immediate need basis; to enroll in or transfer to a new school or daycare facility; or to attend meetings with staff at a school or daycare facility.

- (4) Financial and legal arrangements. To make or update various financial or legal arrangements; or to act as the covered military member's representative before a federal, state, or local agency in connection with service benefits.
- (5) Counseling. To attend counseling (by someone other than a health care provider) for the employee, for the military member, or for a child or dependent when necessary as a result off duty under a call or order to covered active duty.
- (6) Temporary rest and recuperation. To spend time with a military member who is on short-term, temporary rest and recuperation leave during the period of deployment. Eligible employees may take up to 15 calendar days of leave for each instance of rest and recuperation.
- (7) Post-deployment activities. To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of up to 90 days following termination of the military member's active duty status. This also encompasses leave to address issues that arise from the death of a military member while on active duty status.
- (8) Parental care. To care for the military member's parent who is incapable of self-care. The parent must be the military member's biological, adoptive, step, or foster father or mother, or any other individual who stood in loco parentis to the military member when the member was under 18 years of age.
- (9) Mutually agreed leave. Other events that arise from the military member's duty under a call or order to active duty, provided that the Company and the employee agree that such leave shall qualify as an exigency and agree to both the timing and duration of such leave.

An employee seeking Qualifying Exigency Leave may be required to submit appropriate supporting documentation in the form of a copy of the military member's active duty or rest and recuperation orders or other military documentation indicating the appropriate military status and the dated of active duty status, along with a statement setting forth the nature and details of the specific exigency, the amount of leave needed and the employee's relationship to the military member, within 15 days. Qualifying Exigency Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

### **Limited Nature of This Policy**

This Policy should not be construed to confer any express or implied contractual relationship or rights to any employee not expressly provided for by FMLA. The company reserves the right to modify this or any other policy as necessary, in its sole discretion to the extent permitted by law. State or local leave laws may also apply.

## LEAVE OF ABSENCE WITHOUT PAY

Leaves of absence without pay are generally available as a reasonable accommodation, absent undue hardship. The JCC's Chief Executive Officer or his/her designee may approve a leave of absence without pay.

## NEW YORK STATE PAID FAMILY LEAVE ACT ("NYPFLA")

The New York Paid Family Leave Act provides eligible employees the opportunity to take partially paid, job-protected leave to care for a new born child, a newly adopted or newly placed child or a family member with a serious health condition, or to handle certain qualifying exigencies arising from a spouse's, child's or parent's covered active duty or call to covered active duty status, up to the maximum length of leave permitted by law ("maximum amount of leave"). NYPFLA benefits are intended to compensate employees for wage loss suffered while taking types of eligible family leaves. In accordance with the law, NYPFLA benefits are funded by a payroll deduction from employees' paychecks.

### Employee Eligibility

Employees who work 20 or more hours per week are eligible to have NYPFLA leave after 26 weeks of work. Employees who work less than 20 hours per week are eligible on the 175th day of work. If employees are unsure whether they qualify for NYPFLA leave, they should contact Human Resources.

When an employee's regular employment schedule is 20 hours or more per week and the employee will not work 26 consecutive weeks, or when an employee's regular employment schedule is less than 20 hours per week but the employee will not work 175 days in a 52-week period, the employee shall be provided the option to file a waiver of family leave benefits. Any such waiver will be automatically revoked if there is a change in the employee's work schedule that requires the employee to continue working for 26 consecutive days or 175 days in a 52 consecutive week period, and the employee will be required to make contributions to the cost of NYPFLA benefits, including any retroactive amounts due from the date of hire.

### Conditions Triggering Leave

You may be eligible to take NYPFLA leave for the following reasons:

1. The birth, adoption or foster care placement of an employee's child within 12 months following the birth or placement of the child;
2. To care for a close family member (spouse, domestic partner, child, parent, parent in law, grandparent, or grandchild) with a serious health condition; or



3. To handle certain “qualifying exigencies” (as defined under the Family Medical Leave Act) arising out of the fact that the employee’s spouse, son, daughter, or parent is on covered active duty or call to covered active duty status in the military reserves, National Guard, or Armed Forces.

## **DEFINITIONS**

For purposes of this policy, a “**serious health conditions**” is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that prevents the qualified family member from participating in work, school or other regular daily activities. Subject to certain conditions, the continuing treatment requirement includes an incapacity of more than three full calendar days and two visits to a health care provider or one visit to a health care provider and a continuing regimen of care; a chronic condition; permanent or long-term conditions; or absences due to multiple treatments. Other situations may meet the definition of continuing treatment.

### **Length of Leave**

In 2018, employees are eligible for up to eight (8) weeks of leave within a 12-month period. The maximum amount of leave will increase to ten (10) weeks as of January 1, 2019 and twelve (12) weeks as of January 1, 2020.

### **Identifying the 12-Month Period**

Employees are eligible to take up to the maximum amount of leave during a 12-month period. All leave entitlement will be measured during a rolling 12-month period measured backward from the first day of leave. NYPFLA leave for the birth of a child or placement of a child for adoption or foster care must be concluded with 12 months of the birth or placement.

### **Use of Leave**

Eligible employees must take NYPFLA leave in a single block of time or intermittently (in separate blocks of time) when medically necessary for the serious health condition of the close family member. Eligible employees may also take intermittent leave for military qualifying exigencies. Intermittent leave is not permitted to care for a newly-born child, or for placement of a child for adoption or foster care. Employees who require intermittent leave must try to schedule their leave so that it will not unduly disrupt the Company’s operations.

To the extent the employee is also eligible for FMLA leave for the same condition triggering NYPFLA leave, the employee must use FMLA and NYPFLA leave concurrently. The employee will be entitled to all other benefits provided under the NYPFLA.

Employees may not concurrently receive New York State Disability or Workers' Compensation benefits and NYPFLA benefits. An employee who is eligible for both New York State Disability benefits and NYPFLA benefits during the same 52-week period cannot receive more than 26 total weeks of disability and family leave benefits during that time period. No employee may receive family leave benefits over 12 weeks during any 52-week period, or in any period where family leave combined with disability benefits exceeds 26 weeks during the same 52 calendar weeks.

### **Wage Replacement Benefits**

Employees who qualify for NYPFLA benefits are eligible to receive 50% of their average weekly wage (up to a maximum amount set by the state, which is currently set at \$652.96) during their leave. The amount of wage replacement during leave will increase to 55% as of January 1, 2019, 60% as of January 1, 2020, and 67% as of January 1, 2021, respectively, of the employee's average weekly wage, subject to a maximum set by the state.

### **Notice and Certification**

If the need for leave is foreseeable, an employee must provide 30 days' notice in advance of the anticipated beginning date of the leave. If the need for leave is not foreseeable, notice must be provided as soon as is practicable and in compliance with the Company's normal call-in procedures, absent unusual circumstances.

### **Benefits During NYPFLA Leave**

If you and/or your family participate in our group health plan, the Company will maintain coverage during your NYPFLA leave on the same terms as if you had continued to work. If applicable, you must make arrangements to pay your share of health plan premiums while on leave. An employee's failure to pay the employee share of health coverage premium may result in an elimination of coverage after 30 days. Use of NYPFLA leave will not result in the loss of any employment benefit that accrued prior to the start of your leave.

### **Job Restoration**

Upon returning from NYPFLA leave, eligible employees will typically be restored to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, employees have no greater right to reinstatement than if they had been continuously employed rather than taken leave. For example, if an employee would have been laid off or his or her position would have been eliminated even if he or she had not gone on leave, then the employee will not be entitled to reinstatement.

### **Failure to Return After NYSPFLA Leave**

Any employee who fails to return to work as scheduled after NYPFLA leave or exceeds the maximum amount of leave entitlement will be subject to the Company's standard leave of absence and attendance policies. This may result in termination if you have no other Company-provided leave available to you that applies to your continued absence. Likewise, following the conclusion of your NYPFLA leave, the Company's obligation to maintain your group health plan benefits ends (subject to any applicable COBRA rights).

### **Fraud**

Providing false or misleading information or omitting material information in connection with a NYPFLA leave will result in disciplinary action, up to and including immediate termination.

### **Employers' Compliance with NYSPFLA and Employee's Enforcement Rights**

NYSPFLA makes it unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided under NYSPFLA, or discharge or discriminate against any person for opposing any practice made unlawful by NYSPFLA or for involvement in any proceeding under or related to NYSPFLA.

# ON – THE – JOB

## **STANDARDS OF CONDUCT AND DISCIPLINE**

It may be necessary under certain circumstances to correct or improve unsatisfactory performance or address violations of any rules, policies or procedures of the JCC (whether or not they are set out in this Handbook). Employees are expected to cooperate fully, truthfully and candidly with all JCC investigations of theft, fraud, misconduct, harassment, or any other violations of JCC rules, policies or procedures. The JCC's goal is to help employees correct or improve their performance rather than have to involuntarily terminate their employment.

The JCC generally follows a policy of progressive discipline. That means that, depending on the nature or seriousness of the action, violation or misconduct, the JCC, in its sole discretion, may determine that one or more of the following types of discipline (or other actions we deem appropriate) will be imposed, not necessarily in this order:

- Verbal Warning
- Written Warning
- Suspension
- Termination

However, all JCC employees are employed at-will, which means that their employment may be terminated at any time by the employee or the JCC, with or without cause or advance notice. Therefore, the JCC, in its sole discretion, may determine that any violation or misconduct constitutes grounds for immediate termination

## **ATTENDANCE, PUNCTUALITY AND DEPENDABILITY**

Because the JCC depends heavily upon its employees, it is important that employees attend work as scheduled. Dependability, attendance, punctuality, and a commitment to do the job right are essential at all times. As such, employees are expected at work on all scheduled workdays and during all scheduled work hours and to report to work on time.

Moreover, an employee must notify his/her supervisor or the Chief Executive Officer or his/her designee as soon as possible, but not less than sixty (60) minutes before his/her scheduled starting time if he/she expects to be late or absent.

## **DRUG & ALCOHOL ABUSE**

Selling, purchasing, using, possessing, or being under the influence of alcohol or any illegal drug or controlled substance while on the JCC premises is strictly prohibited. Substance abuse constitutes serious violations of the JCC rules, and employees in violation of the policy are subject to appropriate disciplinary action, up to and including immediate dismissal.

## **SMOKING/TOBACCO USE**

The JCC Campus is a smoke free facility, which includes a prohibition on e-cigarettes or any form of tobacco product.

## **INTERNAL COMPLAINT PROCEDURES**

### **POLICY**

To foster sound employee-employer relations through communication and reconciliation of work-related problems, the JCC provides employees with a procedure for expressing concerns.

### **PROCEDURE**

In situations where employees feel a complaint is in order, the following steps should be taken promptly:

The employee is encouraged to first attempt to resolve the issue(s) through discussions with his/her supervisor as promptly as possible after the matter first presents itself.

If the situation is not resolved satisfactorily, or if the employee believes that his/her supervisor is unable to adequately address the issue, the employee may discuss the matter with the Chief Operating Officer, Chief Executive Officer or his/her designee or any member of the management with whom the employee feels comfortable.

If the situation is not resolved satisfactorily, it should be brought to the attention of the JCC's President or his/her designee. Every effort will be made to resolve the complaint within a reasonable period of time, while preserving the confidentiality and privacy of those involved to the extent possible.

## WHISTLEBLOWER POLICY

The whistleblower policy provides a mechanism for the reporting of any activity that an employee reasonably believes constitutes a violation of the law or JCC policy while protecting anyone who makes such reports from retaliation.

This policy addresses situations in which someone suspects that an employee or anyone associated with the JCC has engaged in illegal acts or questionable conduct. This conduct might include outright theft (of equipment or cash), fraudulent expense reports, misstatements of any accounts to any manager or to JCC's auditors, or even an employee's conflict of interest. This will also apply to any actions that give the appearance of conflict. The JCC encourages anyone to report such questionable conduct, and has established a system that allows them to do so anonymously.

### **MAKING A REPORT**

If anyone suspects conduct that violates this policy, he or she must report it. Reports may be made anonymously. Retaliation for reporting concerns under this policy is prohibited.

Employees can make a report to the Chief Executive Officer or Chief Operating Officer. Alternatively, employees can make a report by calling either the President or the Chair of the Audit committee. The JCC will promptly conduct an investigation into matters reported, keeping the informant's identity as confidential as possible, consistent with our obligation to conduct a full and fair investigation.

In all cases, any claim will be reported to the Executive Board and the Audit Committee.

### **NO RETALIATION**

Any person who has made a report of suspicious conduct, and who subsequently believes he or she has been subjected to retaliation of any kind by any JCC employee is directed to immediately report it to the Chief Executive Officer, Chief Operating Officer or President.

Reports of retaliation will be investigated promptly in a manner intended to protect confidentiality as much as practicable, consistent with a full and fair investigation.

The JCC Rockland strongly disapproves of, and will not tolerate, any form of retaliation against persons who report in good faith concerns regarding the JCC's operations. Any employee who engages in such retaliation will be subject to discipline, up to and including termination.

## **ACCIDENTS AND EMERGENCIES**

When an injury is sustained while at work, it must be reported immediately to the Chief Operating Officer, Chief Executive Officer or his/her designee. The employee and/or the Chief Operating Officer, Chief Executive Officer or his/her designee shall immediately complete an Accident/Incident Report.

## **USE OF JCC EQUIPMENT**

It is the responsibility of every employee to ensure that this JCC equipment, including electronic equipment, is used for proper business purposes and in a manner that does not compromise the confidentiality or proprietary or other sensitive information, as otherwise violate our policies.

## **CELL PHONE POLICY**

All staff are asked not to use their cell phones in public spaces around the JCC during work hours. Cell phones should be kept on silent mode at all times. If an employee abuses this policy, the JCC reserves the right to ban an employee's use of cell phone(s) in the workplace.

## **TECHNOLOGY RESOURCES & SOCIAL MEDIA**

These guidelines set standards for use and protection on JCC technology resources which include desktop computers, laptop computers, tablets/notebooks, electronic mail ("email") User accounts, databases, equipment, software, networks and connections to the Internet/Intranet services, Wireless Infrastructure/devices ("Wi-Fi"), desk phones, cellular phones, and devices, copy machines and fax machines. The guidelines apply to all employees who have authorized access to these resources.

These guidelines provide notice to the employee that:

- (i) The employee is authorized to use JCC technology resources in the performance of their assigned work for JCC business purposes;
- (ii) Incidental personal use of technology is permitted if such use is in a limited amount and duration and does not interfere with the employee's assigned work responsibilities and duties;
- (iii) All data files and email communications created and/or maintained on JCC technology resources are neither private nor confidential. Employees have no right or expectation of privacy in any data files, email, internet use or other use of resources;
- (iv) JCC or its IT vendors has the unrestricted right to access, monitor, retrieve, and/or duplicate all data files written or stored on JCC technology at any time or for any reason, including all email communications sent or received and any websites including social media visited by an employee;
- (v) All data files and email created and/or maintained on JCC technology are

the property of JCC. In addition any data files or email are subject to disclosure to law enforcement or to other third parties under the New York State Freedom of Information Law;

(vi) Employees who violate these guidelines may be subject to disciplinary action, up to and including termination of employment. Employees who violate these guidelines may be subject to disciplinary action, up to and including termination of employment.

(vii) As a staff member of JCC Rockland, you are expected to use technology and social media in a professional manner that represents our agency in a dignified manner.

## **SOLICITATIONS, DISTRIBUTIONS, AND USE OF BULLETIN BOARDS**

Employees may not solicit any other employee during work time, nor may employees distribute literature in work areas at any time. Under no circumstances may an employee disturb the work of others to solicit or distribute literature to them during their work time.

Persons not employed by the JCC may not solicit JCC employees for any purposes on JCC premises. Solicitation of JCC members or guests for other than JCC business is strictly prohibited at all times.

## **REFERENCE CHECKS**

All inquiries regarding a current or former JCC employee must be referred to the JCC's Chief Executive Officer, Chief Operating Officer, or his/her designee.

Should an employee receive a request for a reference, he/she should refer the request to the JCC's Chief Executive Officer, Chief Operating Officer, or his/her designee for handling. No JCC employee may issue a reference to or concerning any current or former employee without the written permission of the JCC's Chief Executive Officer, Chief Operating Officer, or his/her designee.

Under no circumstances should any JCC employee release any information about any current or former JCC employee over the telephone. All telephone inquiries regarding any current or former employee of the JCC must be referred to the JCC's Chief Executive Officer or his/her designee.

In response to an outside written request for information regarding a current or former JCC employee, the JCC will furnish or verify only an employee's name, dates of employment, job title and department. No other data or information regarding any current or former JCC employee, or his/her employment with the JCC, will be released unless the employee authorizes the JCC to release such information in writing or the JCC is required by law to furnish such information.



## GRATUITIES AND GIFTS

Employees are prohibited from receiving gifts (other than those of nominal value; \$100 or less) from anyone as part of his/her business function unless such gift has been approved in advance by the President or his/her designee.

This policy does not apply to camp personnel, baby sitters or personal trainers.

## CONFLICTS OF INTEREST

Each employee has a duty to place the interests of the JCC foremost in any dealings and has a responsibility to comply with the requirements of this policy. Accordingly, with respect to their personal economic interests, employees should not participate actively and aggressively as advocates in their own behalf (or on behalf of any other organizations in which they have a personal interest), either formally or informally through private contact, communication, and discussion. Similarly, employees may not obtain for themselves, their relatives, or their friends a material benefit of any kind from their association with the JCC, or from confidential information gained there from.

Employees who sit on the boards of other organizations: (a) may participate on committees of such other organizations which serve as the primary setting for funding decisions and/or proposal review that meet to discuss and determine the provision of funding by such other organizations, provided that they recuse themselves from participation in discussion and voting regarding funding decisions affecting the JCC; (b) otherwise follow such other organization's rules of ethical conduct; and (c) must recuse themselves from all actions of the JCC that could have an effect on such other organization. Employees must disclose their membership on the boards of other organizations that have business dealings with the JCC at least annually to the President and the CEO of the JCC.

Employees must not participate in any matter which could reasonably be considered to affect their own personal or business interests.

## DRESS CODE

All employees must dress and present themselves in an appropriate and professional manner.

**STAFF SHOULD HAVE NAME TAGS VISIBLE AT ALL TIMES.** They are worn on the left side. (i.e. above your heart).

If your position requires a uniform please be sure you wear it at all times while working. Employees are permitted to wear business casual clothing that is appropriate for an office environment and communicates an appropriate level of professionalism Monday – Thursday. On Friday’s we encourage all staff to participate in dress down day (i.e. jeans).

### **FITNESS AND ATHLETIC STAFF**

Fitness and Athletic staff may wear Fitness shirts or athletic wear and sneakers (no flip-flops). Clothing should not be inappropriately tight or revealing.

### **OTHER**

Any staff working in a child oriented program may wear clothing that is professional and appropriate for physical activity with children.

Any extreme dress, accessories, fragrances or hair, not permitted, although reasonable accommodations will be made for sincerely held religious beliefs.

## **FOOD POLICIES/KASHRUT (*Jewish dietary laws*)**

There is a general staff kitchen and a fitness staff break room on the second floor.

Employees are invited to use the refrigerator for personal use, and are asked to help us keep it clean by throwing away old products. If you bring lunch, it does not have to follow the Jewish dietary laws (kashrut/kosher); however, we ask that you not eat in public spaces at any time.

Any food served at a JCC program must be kosher/follow Jewish dietary laws. These laws prohibit certain foods, including pork products, shell fish, and mixing milk and meat products in the same dish or meal. If you have any questions, please ask before purchasing/securing food.

## **BUSINESS MEAL POLICY**

Business-related expenses for food or beverage furnished under circumstances which are considered conducive to business discussion are reimbursable when authorized in advance by the employee’s manager. When submitting the receipt, please include the participants’ names, company (if applicable), nature of the meeting, and general ledger code. When more than one employee is present at a business meal, the most senior level employee is to pay and submit the expense, if possible. All receipts must be submitted with proper coding.

## TRAVEL MEALS POLICY

Employees are permitted to use their business credit card, where accepted, for employee meal costs incurred during approved travel. A daily individual meal limit of \$40 has been established as the maximum reimbursement for total daily meal expenses. Unless purchased for a specific JCC approved program, alcohol is not reimbursable, and cannot be included as part of the daily meal limit. Receipts submitted for meals must include the appropriate code.

Expenditures above the JCC's meal limit may be approved by management when business needs or travel circumstances warrant. Explicit management approval of the expense is required before the expense is incurred.

## BUSINESS CREDIT CARDS & REPORTS

Any staff members issued a business credit card are to use it explicitly for business expenses only. Any abuse of the corporate card will result in the immediate cancellation of an employee's card, and may result in termination.

Credit Card Reports are due when designated. Expenses must be coded to the appropriate department, and accompanied by a legible receipt. Any expenses coded to another department must be initialed by that department's manager.

## NON-REIMBURSABLE EXPENSES

Below is a representative but not all inclusive list of non-reimbursable expenses:

- Alcohol not purchased for a program
- Airline charges for excess baggage or airline upgrade purchases
- Golf/tennis/athletic fees/health clubs/spas
- Hotel property or car rental penalties for damage or smoking
- Items purchase for travel, including luggage
- In-room movies
- Personal services like baby sitters, dog sitters/walkers, barbers, hairdressers, pet care, shoe shine, dry cleaning
- Traffic/parking violation fines

The JCC reserves the right to adjust or add to the preceding list of non-reimbursable expenses at any time. If you have any question about whether an expense is reimbursable or not, please speak with your manager for approval before incurring the expense.

# TERMINATION OF EMPLOYMENT

## RESIGNATION

### POLICY

When an employee decides to leave employment with the JCC for any reason, the JCC's Chief Executive Officer or his/her designee would like the opportunity to discuss the resignation before final action is taken. It is expected that the employee will provide the JCC a written two-week advance notice period.

## DISMISSALS

### POLICY

Every JCC employee has the status of "employee-at-will," meaning that no one has a contractual right, express or implied, to remain in the JCC's employ under any circumstances. The JCC may terminate an employee's employment, or an employee may terminate his/her employment, with or without cause, and with or without notice, at any time. No supervisor or other representative of the JCC (except the JCC's Chief Executive Officer) has the authority to enter into any agreement for employment for any specified period of time, or any agreement concerning the termination of an employee's employment, or to make any agreement contrary to the above.

## POST RESIGNATION/TERMINATION PROCEDURES

### EXIT INTERVIEW

The JCC's Chief Executive Officer or his/her designee is responsible for scheduling an exit interview with a terminating employee and for arranging the return of JCC property including:

- Office keys, key fobs and fitness swipe card
- Any additional JCC-owned or issued property

## RECEIPT FOR EMPLOYEE HANDBOOK

By my signature below, I hereby acknowledge that I have received a copy of the JCC Rockland Employee Handbook. I agree to read thoroughly its contents, specifically including the statements in the foreword describing the purpose and effect of the Handbook. I understand and acknowledge that the JCC is an “at will” employer, and as such, employment with the JCC is not for a fixed term or definite period. This Handbook sets forth the JCC’s policies and practices in effect on the date of publication, which may change from time to time, and at any time. I understand that nothing contained in the Handbook may be construed as creating a promise of future employment or a binding contract with the JCC for health, welfare, or other employee benefits, or for any other purpose. I also understand that these policies and procedures are continually evaluated and may be amended, modified or terminated at any time by the Board of Directors and/or Management of the JCC.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Dated: \_\_\_\_\_