



*Embracing All the Possibilities*

**Youth Consultation Service**

**All Staff other than those classified as Administration**

**Policy Manual**

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## **WELCOME TO YCS**

**Congratulations!** You have just agreed to work for the leading non-profit provider of behavioral healthcare for children and their families in the State of New Jersey.

**The Mission of YCS:** *YCS partners with at-risk and special needs children, youth and young adults to build healthy, happy, productive lives within families and communities. **Our focus is on the children and families we serve; we try to provide them with everything they need in order for them to improve and experience individual successes. So whether you are working at a YCS school, a residence, administration or any other YCS department our goal is the same.***

As an employee of YCS, you will be expected to carry out your job responsibilities with the knowledge that YCS is a service business which provides the highest quality of care to our clients. This Manual summarizes many of YCS employment practices and benefits that are available to you as an employee, provided certain eligibility requirements are met.

The President/CEO or Executive Vice President/COO has the sole authority to enter into agreements regarding compensation and benefits, including vacation and/or guaranteeing employment for any specified period of time. This Manual is not meant to, and is not contractually binding on YCS, and may be changed with or without advance notice by YCS. Benefit levels as described herein are meant to provide summaries only, and employees should refer to the plan documents and Human Resources for specific benefit questions. Benefit levels may be changed at the discretion of YCS.

**We wish you much success in your employment at YCS**

## **SECTION I. EMPLOYMENT**

### **1.01 INTRODUCTORY PERIOD**

***DURING THE INTRODUCTORY PERIOD, EMPLOYMENT AT YCS IS CONSIDERED “AT WILL” WHICH MEANS THAT THIS IS FOR NO DEFINITE PERIOD OF TIME AND CAN BE TERMINATED AT ANY TIME BY EITHER THE EMPLOYEE OR YCS WITH OR WITHOUT CAUSE OR NOTICE.***

Youth Consultation Service (YCS) has a ninety (90) calendar day introductory period to assess performance and skills of each new employee. The ninety (90) calendar day introductory period gives the employee an opportunity to learn about YCS, job responsibilities and performance standards established by YCS. During the introductory period, the employee will be evaluated by his/her Supervisor to determine if they are meeting the responsibilities and duties outlined in his/her job description. Two weeks prior to the end of the introductory period, a written evaluation will be completed. A decision will be made at that time and conveyed in writing to:

1. Continue the employee’s employment upon successful completion of the ninety (90) calendar day introductory period;
2. Terminate the employee’s employment with Human Resources’ approval; or
3. Extend the introductory period with Human Resources’ approval for a specified time frame at which time a decision will be made to continue the employee’s employment or terminate the employee.

### **1.02 UNIFORMITY/IMPLEMENTATION**

The policies of YCS set forth in this Policy Manual apply to all employees of YCS. Each employee is expected to be aware of and comply with all policies. Employees who fail to abide by the policies set forth herein may be subject to disciplinary actions up to and including termination of employment.

YCS retains the right to modify, add to, alter, or delete policies, including policies relating to disciplinary actions or termination of employment. The policies, procedures, benefits, and other information referred to in this Manual may be changed without notice at any time by YCS. Nothing herein is meant to, nor does it create a binding obligation on the part of YCS.

### **1.03 EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION**

YCS provides equal employment opportunities to all employees and applicants for employment without regard to race, creed, color, religion, national origin, age, ancestry, nationality, marital or domestic partnership status, civil union status, sex, gender identity or expression, disability, liability for military service, or sexual orientation, atypical cellular or blood trait, genetic

information (including the refusal to submit to genetic testing), or any other category as protected by applicable state and/or federal laws.

No one will be discriminated against, or receive preferential treatment because of race, creed, color, religion, national origin, age, ancestry, nationality, marital or domestic partnership status, civil union status, sex, gender identity or expression, disability, liability for military service, or sexual orientation, atypical cellular or blood trait, genetic information (including the refusal to submit to genetic testing), or any other category as protected by applicable state and/or federal laws. Suspected violations of this policy must be reported immediately to Human Resources. Supervisory violations must be reported immediately and directly to the Director of Human Resources or his/her designee. Discriminatory conduct will be grounds for dismissal.

#### **1.04 ANTI-HARASSMENT POLICY**

It is the policy of YCS to provide employees with a workplace free from all types of unlawful harassment, including sexual harassment. Sexual harassment violates Title VII of the Civil Rights Act of 1964 and the New Jersey Law against Discrimination, and YCS will not permit any employee to harass another employee in any way or allow any YCS employee to be harassed while working.

One type of harassment is sexual harassment. Sexual harassment involves unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
2. Submission to or rejection of such conduct by an individual is used as the basis for any employment decisions affecting such individual; or
3. Such conduct has the purpose or effect of substantially interfering with work performance or creates an intimidating, hostile, or offensive work atmosphere.

Sexual harassment refers to sexually charged behavior that is not welcome; is personally offensive; fails to respect the rights of others; lowers morale; interferes with work performance; or is reasonably perceived as offensive by the recipient. Certain behavior which may be appropriate in social settings, such as dates, parties, or dances, is not appropriate in the workplace.

Sexual harassment may take many different forms, including but not limited to:

**Verbal** A demand for sexual favors, sexual innuendoes, suggestive comments, jokes of a sexual nature, sexual advances or propositions, repeated unwelcome sexual flirtations, graphic verbal commentaries about an individual's body, sexually degrading or provocative words used to describe an individual, or threats.

**Non-Verbal** Dissemination or posting of sexually suggestive objects or pictures, graphic

written commentaries, suggestive or insulting sounds, obscene gestures, leering or whistling.

**Physical** Unwanted physical contact, touching, pinching, brushing the body, assault, or sexual activity.

Employees, who believe they have been subjected to sexual harassment, or unlawful harassment of any form, must immediately notify their Site Administrator, Principal, Director, a Vice-President or Human Resources so that measures can be taken to stop the harassment and prevent its reoccurrence. If for some reason, you do not feel comfortable reporting an incident of unlawful harassment to your Site Administrator, Principal, Director or Vice-President(s) you should contact the President/CEO or his/her designee or Human Resources.

No retaliatory action will be taken against any employee who complains of unlawful harassment.

YCS will immediately investigate all complaints of harassment. Such investigations will remain strictly confidential to the maximum extent possible. Should an investigation reveal that unlawful harassment has occurred; YCS will take immediate steps to prevent the reoccurrence of such harassment. Any employee found to have engaged in unlawful harassment shall face disciplinary actions up to and including termination, and may also face personal legal and financial liability.

#### **1.05 RECRUITMENT**

It is the policy of YCS to hire the most qualified person for a position. Every effort will be made to alert existing YCS staff to vacancies as they occur and to consider existing qualified staff for promotional opportunities as they arise. However, nothing in this policy obligates YCS to hire from within its own workforce or otherwise assure that existing staff will be promoted and/or transferred to fill vacancies.

The administration reserves the right to place advertisements and conduct other recruitment efforts and campaigns to help assure attracting highly qualified and competent candidates. Consistent with YCS' policy to assure that a most highly capable and qualified staff is serving in positions that are most beneficial to the needs of its clients and to YCS, YCS reserves the right to transfer any employee to a different job assignment and/or job location, at anytime, in its sole discretion.

#### **1.06 ANTI- NEPOTISM/ANTI-FRATERNIZATION**

Youth Consultation Service is committed to a policy of employment and advancement based on qualifications and merit and does not discriminate in favor of or in opposition to the employment of relatives.

Due to potential for perceived or actual conflicts, such as favoritism or personal conflicts from

outside the work environment which can be carried into the daily working relationship, the following restrictions apply to the hiring of relatives. Family members of persons currently employed may be hired only if they will not be working directly for or supervising a relative or will not occupy a position in the same line of authority where employees can initiate or participate in decisions involving a direct benefit to the relative. Such decisions include but are not limited to hiring, retention, transfer, promotion, wage and leave requests.

This policy applies to all current and potential employees.

Family members is defined as one of the following: relationships by blood – parent, child, grandparent, grandchild, brother, sister, uncle, aunt, nephew, niece, first cousin and relationship by marriage – husband, wife (as defined by state law), step-parent, step-child, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, half-brother, half-sister, uncle, aunt, nephew, niece, spouse/partner of any of the above and cohabitating couples/significant others.

If an employee, after employment, enters into one of the above relationships, each individual must disclose the situation to Human Resources. Human Resources will discuss the situation with the President/CEO and/or EVP/COO to make a determination. If a conflict is determined, a transfer or a change in the reporting relationship would be required. Note: in the hiring process, individuals who become employees must disclose this information to Human Resources pre-hire.

No exception to this policy will be made without the written consent of the President/CEO.

## **1.07 NEW EMPLOYEE ORIENTATION**

YCS requires each employee to attend orientation before he/she begins working at his/her assigned location. Orientation is a critical component of the new hire process and provides new employees with valuable information about the organization and culture. Important policies and procedures are reviewed with all new employees and consultants. Orientation also provides employees with the skills and techniques required to do their job successfully.

## **1.08 TRANSFER POLICY**

YCS shall facilitate existing employee transfers in a manner which allows job progression while preserving operational stability.

Procedure:

In order to transfer within YCS, an existing employee must follow the procedures listed below:

1. Qualifications for Open Positions



- a. An employee must have a minimum of one year of continuous service with YCS;
  - b. Six (6) months in the current assignment;
  - c. Job performance that demonstrates the candidate is “fully qualified” and in “good standing”;
  - d. Disciplinary Action Notices within the past six (6) months in employee files will be considered as part of the transfer approval process.
2. Applying for Open Positions
- a. Employee should contact HR Recruiter to ensure staff credentials are verified and meet the requirements of the position;
  - b. HR Recruiter will present the employee’s qualifications to the Hiring Manager;
  - c. If deemed appropriate, the HR Recruiter will notify the employee to arrange for an interview with the Hiring Manager.
3. Interviewing for an Open Position
- a. Employee should provide Hiring Manager with latest performance evaluation and copy of resume, if requested;
  - b. Hiring Manager and employee will meet to discuss the qualifications of the position; review the essential job functions and training requirements and provide employee with a job description;
  - c. Hiring Manager will schedule meetings with additional personnel as deemed appropriate;
  - d. Hiring Manager has the option of contacting the Releasing Manager for feedback on the employee’s performance;
  - e. If the employee is not chosen for an open position, the Hiring Manager should notify the employee and the HR Recruiter.
4. Transferring to an Open Position
- If the Hiring Manager decides to make a transfer offer, they must:
- a. Advise Releasing Manager that a transfer offer will be made to the employee. A transfer date should be negotiated for the employee ensuring a minimal negative impact on business while remaining cognizant of the employee’s needs. If the Hiring and Releasing Managers cannot agree on a transfer date, they will refer the issue to their Regional Vice Presidents for resolution;
  - b. The transfer period should not exceed four (4) weeks;
  - c. Complete the RCPF to obtain necessary approvals;

- d. Once approved, an offer is made to the employee. The hire letter and job description is provided to the employee;
  - e. If the offer is accepted, the Hiring Manager is responsible for completing and forwarding a PSF transferring the employee to HR with the following documents attached.
    - i. Signed Hire Letter
    - ii. Job Description
    - iii. Copies of required credentials
  - f. If the employee is transferring from a residential program to an educational unit or vice versa, the employee's benefits including all policies, vacations, holidays, will be changed on the first day of the month following the actual transfer.
5. Upon hire, the Hiring Manager should place the employee on a 90-Day Administrative Probation. If a determination is made that the employee's performance is unsatisfactory during this period, the Hiring Manager should follow the YCS Disciplinary Process.

NOTE: In accordance with YCS Policy Manual Section 1.05 Recruitment – “Consistent with YCS’ policy to assure that a most highly capable and qualified staff is serving in positions that are most beneficial to the needs of its clients and to YCS, YCS reserves the right to transfer any employee to a different job assignment and/or job location at anytime, in its sole discretion”. Seniority status will not be affected by a transfer. Where appropriate, vacation and sick accruals will follow the employee to the new position.

## **1.09 CLASSIFICATIONS OF EMPLOYMENT**

For purposes of salary administration, eligibility for overtime payments, and employee benefits, YCS classifies its employees as follows:

1. *Full-time regular employees.* Employees hired to work at YCS full-time, for at least thirty hours per week on a regular basis. Such employees may be “exempt” or “non-exempt” as defined below.
2. *Part-time regular employees.* Employees hired to work fewer than thirty hours per week on a regular basis. Hours worked on a part-time basis are not included in any calculation for seniority. Such employees may be “exempt” or “non-exempt” as defined below.
3. *Temporary employees.* Employees engaged to work full-time or part-time on YCS payroll with the understanding that their employment will be terminated either upon the completion of a specific assignment or at any other defined time. A temporary employee may be offered and may accept a new temporary assignment with YCS and thus still retain temporary status. Such temporary employees may be “exempt” or “non-exempt” as defined below. (Note that employees hired from temporary employment agencies for

specific assignments are employees of their respective employment agencies and not employees of YCS).

4. Introductory employees. Employees who are newly hired by YCS will serve a ninety (90) calendar day introductory period as described in Section 1.01. ***DURING THE INTRODUCTORY PERIOD, EMPLOYMENT AT YCS IS CONSIDERED “AT WILL” WHICH MEANS THAT THIS IS FOR NO DEFINITE PERIOD OF TIME AND CAN BE TERMINATED AT ANY TIME BY EITHER THE EMPLOYEE OR YCS WITH OR WITHOUT CAUSE OR NOTICE.*** After successfully completing the introductory period, an employee may be hired to work on a full-time regular or part-time regular basis as defined above and may be “exempt” or “non-exempt” as defined below.
5. *Consultants.* YCS, from time to time may decide to hire professional consultants on a full-time, part-time, or temporary basis to accomplish a specific task or function. YCS may also decide to hire professional consultants on a regular or part-time basis to perform a specific service on an on-going basis. Consultants shall not be entitled to any benefits other than those specifically incorporated in the individual consultant’s contract. Consultants are not deemed employees of YCS.
6. *Non-exempt employees.* Employees who are required to be paid overtime at the rate of time and one half their regular hourly rate of pay for all hours worked over forty (40) in a work week, in accordance with applicable federal and state wage and hour laws.
7. *Exempt employees.* Employees who are not required to be paid overtime for work performed beyond forty (40) hours in a work week in accordance with applicable federal and state wage and hour laws. Executives, professional employees, outside sales representatives, and certain employees in administrative positions are typically exempt.
  - a. Exempt employees are paid on a salary basis. With few exceptions, exempt employees will receive their full salary for every week during which they perform work. Exempt employees who believe that an inappropriate deduction has been made from their pay should immediately contact Human Resources to report the deduction. YCS will investigate all complaints and reimburse the employee if it is determined that an improper deduction has been made.

Employees will be informed at the time of initial employment of their classification and status as exempt or non-exempt. If you change classifications during your employment as a result of a promotion, transfer, or for another reason, you will be informed by the Site Administrator, Principal or Director.

**Please direct any questions regarding your employment classification or exemption status to Human Resources.**

## **1.10 PERSONNEL FILES**

Personnel files of employees will be maintained in the Human Resources Department. This file shall include the employee's application and/or resume, references, payroll information, attendance records, special certifications and licenses, performance evaluations, letters of commendation, reports of disciplinary actions as well as any other information which may be relevant to the employee's employment.

All benefit and medical information will be maintained by the benefits department in secured files separate from the personnel files. Medical files shall be kept strictly confidential and shall not be accessible by anyone without a specific business related need to know or as required by law.

All personnel files are also kept confidential and as such, shall be accessible only to employees of the Human Resources Department or to other YCS management staff who are specifically authorized to have access by the President/CEO or (his/her Designee) of YCS. In addition, and as where authorized by statute, code or regulation, personnel files may be made available to those governmental officials that legally have a right to such access. An employee shall have access to his or her own personnel file upon written request to the Director of Human Resources.

Employees may view their personnel file in the presence of a designated staff member of the Human Resources Department. The file itself is the property of YCS. At the discretion of the Director of Human Resources (or Designee), copies of certifications, training certificates can be given to the employee at his/her written request. Otherwise, no material may be removed from the file, but an employee may submit written comments to the Human Resource Department for inclusion in the file if the employee so desires.

Each employee is responsible for updating personal information with the Human Resources Department in writing when there is a change of address, telephone number, marital status, emergency contact, or the number and names of their dependents. They may also complete personnel updates using UltiPro Web for Employees. Each employee is also responsible for providing the Human Resources Department with evidence of eligibility for employee benefits, such as health care, as a prerequisite for obtaining those benefits.

## **1.11 DRUG AND ALCOHOL ABUSE POLICY**

### **Purpose**

YCS is firmly committed to the health and safety of its employees and to providing a safe environment that is conducive to high work standards and to its employees, its clients and their families. Employees under the influence of drugs or alcohol at work are a hazard to themselves and to the health and safety of others. It is well-known that the effects of certain drugs linger in the body making recent drug use as significant a problem as continued use. In addition to the potential illegality of their conduct, employees under the influence of drugs or alcohol at work

cause a significant reduction in productivity and efficiency. In furtherance of its commitment to a drug and alcohol-free workplace, YCS has adopted the following policy.

### 1. Employee Assistance

- a. YCS encourages employees with drug and/or alcohol abuse problems to come forward and voluntarily request assistance. An employee's voluntary request for assistance prior to disciplinary action or YCS request to submit to a drug/alcohol test may make the employee eligible for continued employment with YCS.
- b. In its sole discretion or where required by law, YCS may grant such employees a single unpaid leave of absence for successful completion of a rehabilitation program approved by YCS. Any misconduct relating to the employee's involvement with drugs and/or alcohol may effect YCS' decision to allow the opportunity for rehabilitation.
- c. The cost of rehabilitation will be borne by the employee and his or her health insurance, if applicable.
- d. If the employee (1) refuses to follow the recommended treatment program and/or after-care program, (2) refuses to be periodically tested at random for a period of two years following completion of the program, (3) tests positive in any subsequent test, or (4) otherwise violates this policy, he/she will be subject to disciplinary actions up to and including termination.

***Please note, if an employee is uncomfortable addressing a substance abuse issue with his/her Site Administrator, Principal or Director, the employee can come directly to Human Resources for help.***

### 2. Employee Responsibilities

- a. Employees who use, possess, store, distribute, purchase, manufacture or are under the influence of drugs and/or alcohol at work, on YCS premises, or in an YCS vehicle or other vehicle on YCS business, or who test positive on a drug or alcohol screen are subject to disciplinary actions up to and including immediate termination.
- b. Employees taking legitimately prescribed medication which may affect their performance must provide their Supervisor with a doctor's note before beginning work. The doctor's note must certify that the employee can safely and efficiently perform his or her particular job under the influence of the medication.

### 3. Conditions Leading to Testing

- a. If YCS has a reasonable suspicion that an employee is using drugs or alcohol, is under the influence of drugs and/or alcohol at work, or that an employee has otherwise violated this policy, YCS may require the employee to submit to a urine, breath and/or blood sample for testing. Reasonable suspicion of drug/alcohol use which may lead a Supervisor to require testing includes, but is not limited to, the following:
  - i. Appearance of being under the influence of drugs/alcohol (e.g., slurred speech, inability to walk a straight line, watery eyes, inability to perform normal motor skills, the smell of alcohol on an employee, excessive or unexplained absenteeism/lateness and poor performance, etc).
  - ii. Involvement in a work-related accident (whether the employee contributed to or was hurt in the accident) or an incident in which safety rules were violated or negligence can be reasonably inferred, where there is reason to believe that drugs and/or alcohol may have contributed to the accident.
  - iii. The investigation, arrest, charge or conviction of an employee, by local, state or federal law enforcement authorities relating to use, possession, storage, distribution, manufacture, purchase or being under the influence of drugs and/or alcohol.
  - iv. Any other factors which raise a reasonable suspicion of drug and/or alcohol use at work.
- b. Employees who successfully complete an approved rehabilitation program and continue to be employed by YCS will be subject to random periodic testing for a two year period.

#### 4. Testing Procedures

- a. Employees will be given the opportunity, prior to testing, to list all prescription and non-prescription drugs they are using or have recently used, and to explain the circumstances surrounding the use of such drugs.
- b. Prior to testing, employees under suspicion of use must sign the **YCS Drug and Alcohol Policy-Consent to Toxicological Test Form** and the **Authorization for Release of Information Form** consenting to the testing and consenting to the release of the test results to YCS. These forms should be obtained from Human Resources. Refusal by the employee to sign either form, allow release of the results or in any other way fail to comply with the testing procedures will be considered grounds for disciplinary actions, up to and including termination.
- c. All collection of samples will be conducted in accordance with applicable laws. YCS will authorize testing procedures which allow as much privacy and dignity as

possible. Testing will be performed by a qualified laboratory which utilizes current testing procedures, and allows for confirmation of all positive initial screens.

- d. YCS will allow a split sample to be taken so the employee may independently test the specimen.
- e. Tampering with, switching or adulterating any urine or blood sample submitted for testing will be grounds for immediate termination.
- f. Employees submitting to a drug screen will be tested for the following substances, in addition to any additional illegal substances in existence at the time of the test, and which are regularly tested for by the testing laboratory:
  - i. marijuana
  - ii. cocaine
  - iii. opiates
  - iv. amphetamines
  - v. phencyclidine
- g. Prior to taking any action, YCS will give an employee who tests positive the opportunity to explain in writing the test results.
- h. Prior to requiring any test, the Site Administrator, Principal or Director must contact Human Resources to advise them of the situation and get approval for testing.

## 5. Consequences of Violating Policy

YCS will take action on a confirmed positive test result only after receiving a report from the testing laboratory. Detection of any illegal drug or alcohol is grounds for disciplinary actions, up to and including immediate termination, unless YCS decides, in its sole and absolute discretion to have the single chance for rehabilitation. The employee will have the opportunity to explain the presence of any illegal drug and/or alcohol in his/her system and to substantiate the explanation with medical evidence.

Human Resources will keep track of the employee's progress on the program. Failure to comply with the requirements of the Employee Assistance Program (E.A.P.) or an approved rehabilitation program will be grounds for disciplinary actions, up to and including termination of employment.

## 6. Violation of Criminal Drug Statutes

Under the requirements of the federal Drug-Free Workplace Act, employees must notify YCS within five (5) days of a conviction for a violation of a criminal drug statute, if the violation occurred in the workplace. Nevertheless, if YCS has reason to believe that an

employee has done something in the workplace which would constitute a violation of a criminal drug statute, that employee may be disciplined, without regard to conviction.

#### 7. Condition of Employment

Compliance with this policy is a condition of employment. Failure or refusal of an employee to cooperate fully, sign any required document, submit to any inspection or test, or follow any prescribed course of substance-abuse treatment will be grounds for disciplinary actions, up to and including termination.

#### 8. Reservation of Rights

YCS reserves the right to modify, change or amend this policy in whole or in part, upon reasonable notice.

#### 9. Notification to Employees

The policy will be distributed to all current employees and new employees as hired. A separate receipt and acknowledgement form will be required indicating that employees have read and understood YCS' Drug and Alcohol Abuse Policy. This acknowledgement will be kept in each employee's personnel file. The policy may also be redistributed as needed in YCS' opinion.

#### 10. Confidentiality

It is YCS' policy to maintain the confidentiality of information as to test results on a need-to-know basis to the maximum extent practicable.

#### 11. Inspections

YCS at any time may conduct inspections of employees' property if there is a reasonable suspicion of drug/alcohol possession or use. This includes, but is not limited to, property contained in desks, lockers, vehicles, packages, and lunch boxes/bags. A refusal to consent will be a violation of this policy and subject the offender to disciplinary action, up to and including termination. Employees should maintain no expectation of privacy in any YCS provided desk or locker.

#### 12. Disabilities

This policy will be administered in compliance with all applicable laws and regulations regarding applicants and employees with disabilities.



Notwithstanding Section 1.11, “The Drug and Alcohol Abuse Policy”, YCS reserves the right to implement random drug testing in its sole discretion as to appropriate employee classifications, the terms and conditions of which will set forth in written procedures provided to employees.

## **1.12 CORPORATE COMPLIANCE POLICY**

YCS believes that all employees, agents and contractors representing the organization should conduct themselves honestly and honorably in all business dealings. In particular, YCS like other organizations involved in the provision of healthcare and educational services, is subject to a wide range of state and federal laws, rules and regulations which govern its organization, operations and activities, and in particular that aspect of its business which relates to payment for its services by government insurance programs such as Medicare and Medicaid. Through the adoption of a corporate compliance manual ( the “Compliance Manual”), YCS strives to comply and to have its employees, agents, and contractors comply with all applicable laws, rules and regulations, particularly those that relate to government reimbursement for the services which it renders to its clients.

As an employee of YCS, you are expected to be familiar with the Compliance Manual and to conduct yourself in accordance with its policies and procedures. A copy of the Compliance Manual is on file with the Compliance Officer for YCS, and available on YCS employee website. We strongly encourage you to review the Compliance Manual and you should feel free to discuss any of its provisions with the Compliance Officer for YCS or your immediate Supervisor. In addition, you will be provided with training and other forms of education concerning the Compliance Manual at various points during your employment at YCS. From time to time, YCS also conducts internal audits or utilizes other forms of monitoring in an effort to prevent, detect and/or correct areas/incidents of non-compliance with applicable laws, rules and regulations.

One aspect of corporate compliance involves self-policing of your conduct and that of the organization as a whole. If issues of non-compliance come to your attention, you should report them to the Compliance Officer in accordance with Section IX of the Compliance Manual. The Compliance Officer and others, at the direction of the Compliance Officer, should investigate, address, and correct any incidents of non-compliance. YCS firmly believes that this approach will maximize its opportunity to be fully compliant with applicable laws, rules and regulations.

Although a discussion of all the laws, rules and regulations to which YCS is subject is beyond the scope of the manual, the Deficit Reduction Act of 2005 (the “DRA”) does require that certain specific laws be described in the employee manual. Following is a discussion of the various federal and New Jersey State laws that fall within the scope of the requirements of the DRA.

### **1. The Federal False Claims Act**

Federal law provides a separate mechanism to enable employees to report directly to the government suspected wrongdoing related to the submission of claims for payment by government insurance programs. The federal law known as the False Claims Act (the

“FCA”) prohibits the following activities:

- a. Knowingly presenting, or causing to be presented, to any representative of the United States government a false or fraudulent claim for payment or approval;
- b. Knowingly making, using, or causing to be or used, a false record or statement to get a false or fraudulent claim approved by the government;
- c. Conspiring to defraud the government by getting a fraudulent claim allowed or paid;
- d. With the intent to defraud, having property or money of the government and delivering less property than the amount for which the holder of the property has gotten receipt;
- e. With the intent to defraud the government, authorizing the delivery of a document certifying receipt of property used or to be used by the government without complete knowledge that information receipt is true;
- f. Knowingly buying or receiving as a pledge for an obligation or debt public property from an employee of the government who may not lawfully pledge or sell such property; and
- g. Knowingly making, using, or causing to be made or used, a false statement to conceal, avoid, or decrease an obligation to pay the government.

A civil action against a person who violates the FCA may be brought by either the government or by a private person, acting as a representative of the government. The government may elect, within sixty (60) days, to take over the action initiated by the private person.

The FCA protects employees against retaliation by employers for action taken by the employee pursuant to the FCA. Any employee who is terminated, demoted, suspended, threatened, harassed or in any other manner discriminated against in the terms and conditions of his or her employment by his or her employer as a result of lawful acts taken by such employee under the FCA or in furtherance of any claim initiated against the employer pursuant thereto, shall be entitled to relief under the FCA, including, the reinstatement of seniority status, double the amount of back pay along with interest and compensation for any special damages suffered by the employee as a result of the discrimination.

No employee of YCS shall be compelled to violate any of the provisions of the FCA. Any employee who feels that he or she has been directed by a superior to submit any false claim to the government under Medicaid or any other government program should immediately contact the Compliance Officer and/or report the incident in accordance with Section IX of the Compliance Manual.

## 2. The Program Fraud Civil Remedies Act of 1986

In addition to the FCA, the Program Fraud Civil Remedies Act of 1986 (the “PFCRA” provides federal agencies such as the Department of Health and Human Services (“DHHS”) with the authority to investigate and assess penalties against any person or entity that knowingly submits or causes to be submitted a claim for the property or services of the United States. Penalties for violating the PFCRA include a civil monetary penalty of \$5,000 per wrongfully submitted claim plus twice the amount of the claim that has been paid. Unlike, the FCA, however, the right to investigate and prosecute the cases rests solely with the government and only the Attorney General of the United States may recover the penalties pursuant to the PFCRA.

### 3. New Jersey Laws Governing HealthCare Claims Fraud

There are a number of laws which address the issue of healthcare claims fraud and other laws which provide employees protection against retaliation by employers for serving as “whistleblowers”. Set forth below is a brief summary of the relevant New Jersey laws governing healthcare claims fraud and the whistleblower protections.

#### a. New Jersey False Claims Act

The State of New Jersey has instituted its own False Claims Act (the “NJFCA”). Like the Federal False Claims Act, the NJFCA provides a mechanism to enable employees to report directly to the State government suspected wrongdoing related to the submission of claims to State payment programs.

A person violates the NJFCA if they commit any of the following acts:

- (i) knowingly presenting, or causing to be presented, to any representative of the State government or to any contractor, grantee or other recipient of State funds, a false or fraudulent claim for payment or approval;
- (ii) knowingly making, using, or causing to be made or used, a false record or statement to get a false or fraudulent claim paid or approved by the State;
- (iii) conspiring to defraud the State by getting a false or fraudulent claim allowed or paid by the State;
- (iv) having property or money of or to be used by the State and knowingly delivering or causing to be delivered less property than the amount for which the holder of the property has received a receipt;
- (v) authorizing the delivery of a document certifying the receipt of property which is used or to be used by the State and, intending to defraud the entity, making or delivering a receipt without complete knowledge that the information in the receipt is true;

(vi) knowingly buying or receiving as a pledge for an obligation or debt public property from any person who may not lawfully pledge or sell such property; and

(vii) knowingly making, using or, causing to be made or used, a false statement to conceal, avoid or decrease an obligation to pay money to the State.

Any person who violates the NJFCA is subject to civil penalties in the amounts set forth in the Federal False Claims Act for each false or fraudulent claim, plus three (3) times the amount of damages which the State sustains from such unlawful acts.

Like the Federal False Claims Act, a civil action against a person who violates the NJFCA may be brought by either the government or by a private person acting as a representative of the government. In the event that a private person brings an action to enforce the NJFCA, the State may elect, within sixty (60) days, to take over such action. If the State elects to take over an action brought by a private person and the State prevails in such action, then the private person who initiated such claim is entitled to between fifteen percent (15%) and twenty-five percent (25%) of the proceeds received in judgment of such claim. If the State does not elect to take over an action brought by a private person and the private person prevails in such action, then the private person who initiated such claim is entitled to between twenty-five percent (25%) and thirty percent (30%) of the proceeds received in judgment of such claim.

The NJFCA protects employees against retaliation by employers for actions taken by the employee pursuant to the NJFCA. Any employee who is discharged, demoted, suspended, threatened, harassed, denied promotion or in any other manner discriminated against in the terms and conditions of his or her employment by his or her employer as a result of lawful acts taken by such employee on behalf of such employee or others disclosing information to the State or in furthering a false claims action filed or to be filed under the NJFCA shall be entitled to such relief from the employer which will make the employee whole, including, without limitation, the reinstatement of seniority status, double the amount of back pay with interest, compensation for any special damages suffered by the employee as a result of the discrimination, attorneys' fees and litigation costs.

No employee of YCS shall be compelled to violate any of the provisions of the NJFCA. Any employee who feels that he or she has been directed by a superior to submit any false claim to the State under any State government program should immediately contact the Compliance Officer and/or report the incident in accordance with Section IX of the Compliance Manual.

b. New Jersey Medical Assistance and Health Services Act

The New Jersey Medical Assistance and Health Services Act (the “MAHSA”) provides for criminal and civil penalties for individuals and entities who commit fraud or other illegal acts with respect to Medicaid funded programs.

The MAHSA sets forth criminal penalties for the commission of certain acts. Pursuant to the MAHSA, any person or entity who willfully obtains payments or benefits under the MAHSA to which they are not entitled is subject to a fine of up to \$10,000, imprisonment for up to three (3) years, or both. Any person who knowingly and willfully (a) makes any false statements of material fact in any document submitted to the State pursuant to the MAHSA, (b) fails to disclose any material fact concerning the right to receive a benefit, or (c) converts benefits or payments shall be subject to a fine of up to \$10,000, imprisonment for up to three (3) years, or both. Any person who knowingly and willfully receives or solicits kickbacks, rebates and/or bribes in connection with the furnishing of items and services covered by the MAHSA is subject to a fine of up to \$10,000, imprisonment for up to three (3) years, or both. Finally, any person who knowingly and willfully makes false statements or representations about the conditions or operations of an institution or facility in order for such institution or facility to qualify for participation under the MAHSA is subject to a fine of up to \$3,000, imprisonment for up to one (1) year, or both. Criminal prosecutions under the MAHSA are generally handled by the Medicaid Fraud Section within the Office of Insurance Fraud Prosecutor, in the New Jersey Division of Criminal Justice.

In addition to criminal penalties, the MAHSA establishes civil penalties for the commission of certain acts. Any person who knowingly and willfully commits a criminal act under the MAHSA is subject to civil penalties including (a) payment of interest on excess benefits received from the State, (b) payment of treble damages with respect to such excess benefits, and (c) payment of the maximum penalties allowable under the Federal False Claims Act. Any person who unintentionally receives benefits under the MAHSA to which he or she is not entitled or which are in excess of the amounts to which he or she is entitled are subject to the repayment of any such overpayments with interest. Civil actions under the MAHSA are generally pursued by the Division of Medical Assistance and Health Services.

In addition to criminal and civil actions, any person who violates the MAHSA is subject to (a) suspension or debarment from State funded programs, and/or (b) the termination or restriction of benefits.

c. New Jersey Health Care Claims Fraud Act

In 1998, New Jersey established the separate crime of “health care fraud” when it enacted the “New Jersey Health Claims Fraud Act” (the HCCFA). This law

makes it a crime for a “practitioner” to make or cause to be made a false, fictitious or fraudulent claim for payment or reimbursement for healthcare services. While YCS as an organization would not fall within the scope of a practitioner, the physicians, psychologists and other licensed health care professionals employed or engaged by YCS might be practitioners for purpose of the HCCFA. The penalties for violating this law are criminal in nature and will depend upon the scope and degree of the violation at issue. There is no private right of action under the HCCFA; in other words an employee who reported the conduct or activity which constitutes the violation of the HCCFA would not be entitled to compensation for reporting the conduct or activity.

d. The New Jersey Insurance Fraud Prevention Act

New Jersey also has a law which provides for both civil and criminal penalties against any person or entity who submits a false or fraudulent claim for payment to an insurance company. This law, known as the Insurance Fraud Prevention Act (the “IFPA”), applies to claims submitted to any insurance company, not just state or federal insurance programs such as Medicare and Medicaid. Like the federal FCA, penalties include treble damages and a penalty per claim submitted of \$5,000 for the first offense, \$10,000 for the second offense and \$15,000 for each subsequent offense. Each claim submitted may constitute a separate offense. Unlike the federal FCA, however, there is no private right of action; in other words, only the government or an insurance company can bring an action under the IFPA. Moreover, no private citizen can share in the government’s recovery under the IFPA.

e. New Jersey Conscientious Employee Protection Act

New Jersey has its own broader version of the “whistleblower” provisions included in the federal FCA which is known as the Conscientious Employee Protection Act (“CEPA”). CEPA is discussed in Section 1.13.

### **1.13 NJ CONSCIENTIOUS EMPLOYEE PROTECTION ACT**

The New Jersey Conscientious Employee Protection Act (“CEPA”) or (“Whistleblower Act”) makes it unlawful for employers to take adverse employment actions against any employee who discloses, objects to, or refuses to participate in certain actions that the employee reasonably believes are illegal or in violation of public policy. Specifically, the law prohibits employers from taking retaliatory action against an employee if the employee engages in the following activities:

1. Discloses, or threatens to disclose, to a Supervisor or public body an activity, policy or practice of the employer that the employee reasonably believes to be in violation of the law;

2. Provides information to, or testifies before, any public body conducting an investigation, hearing or any inquiry into any violation of the law; or
3. Objects to, or refuses to participate in any activity, policy or practice which the employee reasonably believes is in violation of the law, is fraudulent or criminal, or is incompatible with a clear mandate of public policy concerning public health, safety or welfare.

All employees are advised that in order to be protected by CEPA, an employee who intends to report alleged wrongdoing to a public body must first advise YCS and afford YCS a reasonable opportunity to correct the complained of activity, policy or practice. Disclosure is not required where the employee is reasonably certain that the activity, policy or practice is known to one or more Supervisors of the employer or where the employee reasonably fears physical harm as a result of the disclosure, provided however that the situation is emergent in nature.

Disclosures should be made to:

1. President/CEO
2. Executive Vice President
3. Director of Human Resources

Employees will be provided annually with a copy of YCS' CEPA Policy.

#### **1.14 NO SOLICITATION AND DISTRIBUTION POLICY**

Solicitation and Distribution. Because distraction on the job leads to unsafe working conditions, poor working performance and inefficiency, we have established the following rules:

1. Employees may not engage in the solicitation of other employees or distribution of literature for any purpose on YCS property during working time or where such distribution/solicitation will disrupt operations.
2. Persons not employed by YCS are not permitted to engage in the solicitation of employees or distribution literature for any purpose on YCS' property or during working time.

#### **1.15 SMOKING POLICY**

To maintain a safe and comfortable working environment and to ensure compliance with applicable laws, smoking is prohibited in all YCS' offices and facilities. Because YCS may be subject to criminal and civil penalties for violations of applicable smoking laws, we must insist on strict adherence to this policy. Employees who are caught smoking in YCS' offices or facilities may be subject to disciplinary action up to and including termination of employment. Smoking is also prohibited in all YCS vehicles.

Please contact the Human Resources Department if you have any questions about YCS' smoking policy. Complaints about violations of this policy should be brought to your immediate supervisor.

### **1.16 PERSONAL APPEARANCE AND DEMEANOR**

Discretion in style of dress and behavior is essential to the efficient operation of YCS. Employees are, therefore, required to dress in appropriate business attire and to behave in a professional, businesslike manner. Please use good judgment in your choice of work clothes and remember to conduct yourself at all times in a way that best represents you and YCS.

Employees failing to adhere to proper YCS standards with respect to appearance and demeanor are subject to disciplinary action.

### **1.17 TELEPHONE AND POSTAGE MACHINES**

YCS telephones and postage machines shall be used for business purposes only. However, YCS realizes that there may be times when an emergency may arise and an employee must place or receive a personal telephone call. Personal calls should be at a minimum.

### **1.18 CELLULAR PHONE POLICY**

While at work, employees are expected to exercise the same discretion in using personal cellular phones as is expected for the use of YCS phones.

YCS will not be liable for the loss of personal cellular phones brought into the workplace.

#### **1. Camera Phones Policy**

YCS prohibits employee use of cameras in the workplace, including camera phones, as a preventative step necessary to secure client privacy, employee privacy, trade secrets and other business information except where noted for organizational purposes only.

#### **2. Use of Company-Provided Cellular Phones**

Where job or business needs demand immediate access to an employee, YCS may issue a business-owned cell phone to an employee for work-related communications.

Employees in possession of YCS equipment such as cell phones are expected to protect the equipment from loss, damage or theft. Upon resignation or termination of employment, or at any time upon request, the employee must be able to produce the phone for return or inspection. Employees unable to present the phone in good working condition within the time period requested may be required to bear the cost of replacement.

#### **3. Safety Issues for Cellular Phone Use When Driving**

Safety must come before all other concerns. Regardless of the circumstances, including



slow or stopped traffic, employees should pull off the road and safely stop the vehicle before placing or accepting a call.

Employees whose job responsibilities include regular or occasional driving and who are issued a hands-free cell phone for business use are expected to refrain from using their phone while driving unless they are using a hands-free cell phone in accordance with the YCS guidelines below.

In situations where job responsibilities include regular driving and accepting of business calls, hands-free equipment will be provided to facilitate the provisions of this policy. No business calls should be made or received from a moving vehicle unless a hands-free device is being used. Extreme caution is still required when using hands-free devices for business calls.

#### 4. Guidelines for Safe Hands-Free Cell Phone Use While In a Vehicle

- a. Install the hands free cell phone as near as possible to your line of vision so as to minimize the risk of being diverted from the road.
- b. Practice using your hands-free cell phone safely before attempting to use it while driving.
- c. Program emergency numbers and frequently called numbers into your hands-free cell phone.
- d. Place your calls when the car is stopped, if possible, and keep conversations brief while driving.
- e. Make driving your priority – be aware that by using the hands-free cell phone while driving, you may be endangering yourself and others.
- f. Do not engage in conversations that require note taking or complex thought.
- g. Make it clear to the other party that you are using a hands-free cell phone and may need to interrupt the call to respond to traffic situations.
- h. Actively compensate for the potential distraction created by hands-free phone use – move to slower travel lanes, increase your following distance, and frequently check your mirrors to assess the immediate driving situation.
- i. Special care should be taken in situations where there is traffic, inclement weather or the driving is in an unfamiliar area.

Under no circumstances are employees allowed to place themselves or others at risk while using a hands-free cell phone.

Employees whose job responsibilities do not specifically include driving as an essential function, but who are issued a personal cellular phone for business use, are also expected to abide by the guidelines above.

Employees who are charged with traffic violations resulting from the use of their phone

while driving will be solely responsible for all liabilities that result from such actions.

Violators of this policy will be subject to disciplinary actions, up to and including termination of employment.

#### 5. Special Responsibilities for Managerial Staff

As with any policy, management employees are expected to serve as role models for proper compliance with the above provisions and are encouraged to regularly remind employees of their responsibilities in complying with this policy.

Employees may not use personal cellular phones while on working time except in emergency situations. All cellular phones should be shut off while on working time unless advance approval is received from the Site Administrator, Principal or Director.

### **1.19 DAMAGE OR LOSS OF PERSONAL PROPERTY**

YCS is not financially liable for damage or loss of an employee's personal property. However, if a child under YCS's care damages an employee's eyeglasses or clothing, YCS will reimburse the employee for such documented damage, provided it arises directly from the child's actions, up to \$250 upon submission of a valid and proper receipt and upon prior notification by the employee to the employee's Site Administrator, Principal or Director.

### **1.20 WORKPLACE VIOLENCE**

YCS is committed to workplace safety and prohibiting violence. As such, YCS has zero tolerance for violence at work, whether the violence originates inside or outside the workplace. Employees are prohibited from possessing weapons on company property or on company time. In addition, any act of intimidation, threat of violence, or act of violence committed against any co-worker, Supervisor, manager or non-employee in the course of doing one's job is prohibited.

Examples of prohibited conduct include but are not limited to:

“Acts of intimidation” include stalking and offensive communications (such as e-mails, letters and voice mails).

“Threats of violence” include abusive language, verbal threats, harassment, and non-verbal action, such as spitting, and hand or other gestures.

“Acts of violence” include physical conduct, such as hitting, shoving, kicking, throwing objects and other assaults, sabotage, vandalism and robbery.

All YCS employees are responsible for preventing violence. Any employee who thinks that he or she has witnessed or experienced workplace violence should immediately notify Human Resources regardless of the severity of the conduct.

YCS will promptly investigate all complaints of violence. Any employee who is found to have engaged in workplace violence is subject to disciplinary actions, up to and including termination.

## **SECTION II. WAGE AND SALARY POLICY**

### **2.01 WAGE BASIS AND PAY PROCEDURES**

It is the policy of YCS to pay employees either on an annualized salaried basis or on an hourly basis depending on whether they are classified as exempt or non-exempt employees as described in Section 1.09. Employees are paid bi-weekly (on alternating Fridays) for a pay period commencing on the third Sunday prior to pay day and ending on the Saturday immediately prior to pay day.

Under no circumstances will pay checks be issued prior to the scheduled pay date unless the scheduled pay day falls on a YCS holiday. If this occurs, the President/CEO (or his/her designee), at his/her discretion, may allow pay checks to be released one day earlier. Advances against earnings shall not be permitted.

### **2.02 EMPLOYEE TIME CLOCK GUIDELINES**

All employees are required to maintain a time record in a manner determined by the President/CEO.

Employees are required to clock in/out at the time clock (swipe machine) located in their department or where they are reporting by using their swipe badge upon their arrival and departure from work.

Non-exempt employees should clock in no sooner than 10 minutes before/after the scheduled shift and clock out no later than 10 minutes before/after the scheduled shift.

If an employee misses an entry into the timekeeping system, the employee must notify the Supervisor as soon as possible. The Supervisor will either submit a missing swipe form or manually enter the employee's work hours via the key board, where available.

If an employee does not have a current swipe badge, they need to obtain one by contacting our Payroll Department. A separate swipe badge for each job performed with YCS is required. Employees may not use another employee's badge or other method to clock in or clock out for another employee.

Non-exempt employees are permitted to work overtime with prior authorization from the Supervisor. Overtime includes clocking in early, clocking out late or working through the scheduled lunch period. Non-exempt employees who work overtime without prior authorization will be subject to disciplinary procedures.

Employees who consistently miss time clock entries will be subject to disciplinary action, including termination of employment.

No employee may clock in or out for another employee.

### **2.03 INCREASES IN SALARY/WAGES**

Employees are expected to earn salary increases primarily on the basis of merit. The extent of wage increases shall be determined on an individual employee basis by the Site Administrator, Principal, Director or Vice-Presidents in consultation with the Chief Financial Officer. All wage increases will be based in large measure upon a formal performance evaluation utilizing a format established for YCS' employee assessment.

The timing of potential salary increases is generally dependent upon the funding source(s) for each program or service.

Employees on staff for more than six (6) months, but less than one (1) year at the time potential salary increases are scheduled for a specific program, may have the total increase to which they would otherwise be eligible pro-rated to calculate the appropriate percent attributable for the time employed. Employees on staff for less than six (6) months at the time potential salary increases for the specific program are scheduled will not receive a current increase but may have the amount to which they would otherwise be eligible pro-rated to calculate the appropriate percent attributable for the time employed applied to the following year's increase. This method is intended to convert anniversary dates of employment to funding dates for specific programs for payroll purposes only. All other benefits are determined and calculated based upon the employee's anniversary date.

### **2.04 CASH INCENTIVES**

YCS retains the option to pay cash incentives to employees on a periodic basis, in recognition of their achievements and as a motivator for future performance. Incentives, if awarded, may take the form of cash payment. All proposed incentives must be submitted in writing by the Site Administrator, Principal or Director and Vice Presidents to the President/CEO of YCS who will make the final decision.

Decisions as to whether to award a cash incentive, as well as the amount of each incentive, and who receives a incentive rest entirely with YCS. Cash Incentives, when given, are paid only to eligible employees who are actively employed at the time any such incentives are actually paid.

### **2.05 EMPLOYEE REST BREAKS**

Non-exempt employees should receive, unless job conditions do not permit (i.e., those working in Special Education), a rest break of fifteen minutes at approximately the middle of every four hours of work not interrupted by a meal period.

Supervisors are responsible for scheduling the time for non-exempt employee rest breaks and should take into consideration the work load and the nature of the job performed. Whenever necessary, the frequency and time of rest periods may be changed.

Time spent on rest breaks will be compensated as working time, and non-exempt employees are not required to swipe in or out. However, employees are expected to be punctual in starting and ending their breaks and may be disciplined for tardiness. Employees who choose to remain at work during rest breaks are not entitled to arrive later than their scheduled starting time or leave before normal quitting time and will not receive extra pay for the time worked.

Rest breaks must be taken in the cafeteria, in an employee lounge if the facility has such a room, or in another designated non-work area. Employees are not permitted to leave YCS premises during this period. Employees on rest breaks may not interfere with other employees who are working.

## **2.06 EMPLOYEE AUTHORIZATION TO WITHHOLD PAY**

Deductions will be made from employee paychecks as required by law. These deductions include, but are not limited to, federal and state withholding taxes and the employee portion of social security contributions as well as any garnishments or other deductions required by law. Any payroll deductions other than those mandated by federal, state and/or local law must be authorized in writing by the employee and allowable by law. Such deductions may include, but may not be limited to, the following: (a) contributions to the health/ dental plan; (b) contributions to the pension plan or other tax deferred income plan when eligible; and (c) contributions to the credit union if eligible and if available.

## **2.07 HOLIDAYS AND HOLIDAY PAY**

Following successful completion of the introductory period, all full-time employees, with the exception of staff assigned to Special Education programs, will receive a total of ten (10) paid holidays annually. The ten (10) holidays which will be observed annually are: (1) New Year's Day, (2) Martin Luther King Jr. Day, (3) Presidents' Day, (4) Memorial Day, (5) Independence Day, (6) Labor Day, (7) Columbus Day, (8) Thanksgiving Day, (9) The day after Thanksgiving, and (10) Christmas Day.

An employee who has an unauthorized absence on a scheduled work day before or after a scheduled holiday will not receive the holiday pay.

Employees assigned to Special Education programs will receive paid holidays conforming to the approved school calendar issued at the beginning of the school year.

Full-time hourly employees assigned to residential programs who are scheduled to work on a holiday, as well as staff assigned to work in programs in which emergency work may be required on a holiday, will be paid at their regular hourly rate for all hours actually worked on a YCS-observed holiday in addition to receiving the employee's regular holiday pay.

## **2.08 OVERTIME**

It is the policy of YCS to provide continuous quality care to children in residence at our facilities. In certain circumstances, this requires employees to work in excess of the regular work week or work day. While it is not YCS policy to encourage overtime work, it may at times be required.

All overtime work must be authorized by the VP/AVP overseeing a division or their designee prior to the performance of such work. Employees are prohibited from working any additional time without such prior approval. Employees violating this policy may face disciplinary actions.

All non-exempt employees will be paid overtime at an hourly rate equivalent to one and one-half (1 ½) times an employee's regular rate of pay for authorized overtime work in excess of forty (40) hours actually worked per week. Sick days, vacation days, holidays and personal leave days do not constitute actual time worked. In accordance with state and federal labor laws, executive, managerial, and administrative personnel are considered "exempt" and as such, are not entitled to receive overtime pay for hours worked in excess of forty (40) hours per week. See also Section 1.09.

## **SECTION III. EMPLOYEE BENEFITS**

### **3.01 GENERAL EMPLOYEE BENEFITS POLICY**

YCS has established a variety of employee benefits programs designed to assist employees and their families in meeting the financial burdens that can result from illness, disability, and death, and to help them plan for retirement, deal with job-related or personal problems, and enhance job-related skills.

This section of the Manual highlights some features of YCS' benefits programs. Our group medical/dental/vision benefits, long term disability insurance, long term care, supplemental coverage, life insurance and retirement-related programs are described more fully in YCS' Summary of Employee Benefits Program Booklet and in its summary plan description booklets, with which all employees are provided once eligible to participate. Complete descriptions of group medical, dental, and vision benefit programs are also set forth in YCS' master insurance contracts with its insurance carriers. These master insurance contracts are maintained in the employee benefits section of the Human Resources Department as are the applicable master plan documents which provide complete descriptions of YCS' retirement-related programs. If information in this Manual or the summary plan descriptions contradicts information in these master contracts or master plan documents, the provisions contained in the master contracts/documents shall govern in all cases.

It is the employee's responsibility when applying for these benefits to provide adequate proof that the employee or, if applicable, their dependents satisfy the eligibility criteria to receive the benefits. These proofs may include, but are not limited to, birth certificates, guardianship orders, and marriage certificates.

Below is a brief description of YCS' plans.

### **3.02 MEDICAL AND DENTAL BENEFITS**

YCS offers optional health and dental benefits to all full-time employees who have successfully completed the introductory period as described in Section 1.01.

Eligible employees who elect to participate in the plan are required to make contributions through automatic payroll deductions at levels determined in the sole discretion of YCS. Employees are advised to consult with the Human Resources Department regarding the extent of employee financial contribution required for participation in the various plans and options.

### **3.03 VISION BENEFITS**

YCS offers optional vision benefits to all employees scheduled to work 20 hours or more per week who have successfully completed the introductory period as described in Section 1.01.

Eligible employees who elect to participate in the plan are required to make contributions through automatic payroll deductions at levels determined in the sole discretion of YCS. Employees are advised to consult with the Human Resources department regarding the extent of employee financial contribution required for participation in the various options.

### **3.04 LIFE INSURANCE**

All full time employees of YCS, following successful completion of the introductory period as described in Section 1.01 are eligible for life insurance benefits.

### **3.05 LONG TERM DISABILITY (LTD) AND LONG TERM CARE (LTC) INSURANCE**

Long Term Disability enables covered employees to receive an income benefit in the event of total disability as a result of accident or illness.

Long Term Care provides long term care facility and professional home care coverage with a maximum benefit amount per month.

Eligibility for LTC and LTD: 1) all regular full time employees hired prior to January 1, 2007 are eligible the 1st of the month following 90 days of employment; and 2) regular full time employees hired on or after January 1, 2007 are eligible the 1st of the month following the completion of two (2) years of service.

### **3.06 CONTINUING OR CONVERTING YOUR GROUP HEALTH INSURANCE COVERAGE (COBRA)**

Employees (and/or their dependents) who lose health benefits coverage due to resignation, termination or a reduction in hours may elect to continue participation in YCS group health plans under COBRA. The length of such continuation coverage is prescribed by law. Employees who lose coverage will be advised in writing of their rights to COBRA continuation.

For further details regarding continuing or converting your group health insurance benefits, please contact the Human Resources Department.

### **3.07 RETIREMENT PLAN**

All employees who are expected to work at least twenty (20) hours in a work week or at least 1000 hours in a year are eligible to participate in the YCS sponsored deferred annuity plan. In this plan, an employee can voluntarily contribute a portion of his or her salary to a designated tax deferred annuity program approved by YCS. The maximum contribution is determined by the Internal Revenue Service. After one full year of participation in the plan, YCS, in its sole



discretion, may match a portion of the employee contribution to the tax deferred annuity. Employees interested in participation in the retirement plan are advised to consult with the Human Resources Department concerning specific details.

### **3.08 CREDIT UNION**

All employees are eligible to participate in the YCS sponsored credit union savings plan. Participation is voluntary. Employees may participate by specifying a dollar amount to be automatically deducted from the paycheck and deposited to the employee's credit union account. There is no matching contribution by YCS.

### **3.09 WORKERS' COMPENSATION**

If an employee becomes injured in the course of and arising out of employment, he/she may be entitled to receive benefits under Workers' Compensation. These benefits usually cover, but are not limited to: survivor's benefits in the event of death, payment of medical, hospital and surgical expenses and partial pay for time lost from work in the event of disability from the first day of employment.

#### **1. Return to Work**

YCS believes that it is important to aid an injured employee's rehabilitation by providing opportunities for returning to work at the earliest time possible. In order to accomplish this, YCS, in its sole discretion, may provide the employee with a "light duty" assignment by modifying an employee's work schedule or duties, or temporarily transferring the employee to another position. Light duty assignments are not guaranteed and are temporary in nature. Absent extraordinary circumstances, light duty assignments shall not last more than three months.

If, at the end of three months, an employee is not medically ready to assume his/her original position, YCS will reevaluate the employee's light duty assignment to determine if it should be continued, or if there exists any other reasonable accommodations that should be provided to the employee.

#### **2. Leave of Absence**

A YCS employee who suffers a work-related injury or illness and who requires a leave of absence or other reasonable accommodation should make a request for leave or other accommodation to the Site Administrator, Principal or Director and HR. In such cases, the employee may be required to provide the Human Resources with documentation that confirms the need for a leave of absence. If applicable, the Site Administrator, Principal or Director may provide the employee with a Health Care Provider Certification form and/or other form that the employee is required to have completed before leave may be granted. If the employee fails to provide the required documentation, the request for

leave may be denied. Time out on leave for Workers' Compensation may be counted as Family Medical Leave time.

During a Workers' Compensation leave of absence, employee benefits such as vacation and sick leave do not accrue. Medical insurance premiums will be covered during at least 12 weeks of leave as required under the Family Medical Leave. Additional benefits will be provided as required by law.

### 3. Family Medical Leave and Leave required as the result of a Work-Related Injury

A work-related injury may constitute a "serious health condition," thus entitling eligible workers to Family Medical Leave Act Benefits (FMLA). In such cases, the individual on Workers' Compensation leave who also meets the eligibility requirements under FMLA is entitled to continuation of health benefits for up to 12 work weeks under the same conditions that would apply if the worker were actively employed. In order to count the time off on Workers' Compensation leave towards the individual's FMLA leave entitlement, the employee will be informed that this designation is being made and all applicable FMLA forms must be completed.

If, after the expiration of the 12 weeks, the employee has not yet recovered from the Workers' Compensation injury, YCS will evaluate in accordance with state and federal law whether reasonable accommodations, including but not limited to an extension of the leave, should be made.

### 4. Reporting Work-Related Injuries

All employees are required to report all work-related injuries to their Site Administrator, Principal or Director as soon as possible after the injury. The Site Administrator, Principal, Director or their designee shall then fill out and submit a First Report of Injury to Human Resources. If an accident occurs over the weekend, the first report of injury should be completed the following business day. Employees contracted out to the state must contact Human Resources in East Orange, New Jersey and inform them of any work related injury. All injuries regardless of severity, and even if deemed minor by the employee, must be reported immediately.

The Site Administrator, Principal, Director or their designee is to report the injury to Human Resources via fax (973-672-7845 or 973-672-7876) within 24 hours of notification by the employee.

Human Resources must be notified of the work-related injury regardless of its severity and even if deemed minor by the employee and/or Site Supervisor and even if no lost time or medical attention is required.

Supervisors must note on the employee's time cards that the employee is out on Workers' Compensation. Employees out on Workers' Compensation leave should not be charged paid sick, vacation, or personal days while out on Workers Compensation leave without pre-approval by Human Resources. Employees do not accrue time while out on Workers'

Compensation.

OSHA must be notified at any time there is a loss of life and/or 3 or more employees are hospitalized. The notification must take place within 24 hours of the occurrence. In the unlikely event these circumstances occur, notify Human Resources.

**Note:** Employees are required to treat with medical providers listed on the YCS list of providers from the date of the first visit and throughout the injury period. Employees treating with their own doctors' risk waiving their right to coverage under Workers' Compensation and become responsible for their own medical expenses.

## SECTION IV. PAID AND UNPAID TIME OFF

### 4.01 VACATION

It is YCS policy to grant all full time employees an annual vacation with pay. This is done so that employees may enjoy a period of rest away from the day to day duties and responsibilities of their positions.

1. Vacation Accruals. The Payroll Department will maintain records of vacation eligibility for each employee based upon tenure in YCS. Such vacation time shall be accrued as follows:
  - a. Introductory Employees. After completing the introductory period as described in Section 1.01. Full-time employees will begin to accrue vacation days. At that point, employees shall be credited with vacation time retro-active to their first day of work.
  - b. Full-Time employees will accrue paid vacation time in accordance with the following schedule:

<u>Full Years of Employment</u>	<u>Vacation Days Accrued Per Year</u>
Completion of introductory period to less than four years	Ten Days
Completion of four years to less than eight years	Fifteen Days
Completion of eight years or more	Twenty Days

- c. Part-Time Employees. Part-time employees are not entitled to vacation and therefore shall not accrue vacation time.
- d. Full-Time Academic Year Personnel Assigned to Special Education Programs. Teachers, Social Workers, Aides and other school personnel are considered to be working within the framework of a ten month (Academic Year) contract beginning September 1<sup>st</sup> and concluding June 30. Academic Year personnel (except Teacher Aides) shall earn one-tenth of full summer pay for each full month of work during the Academic Year.
- e. Accrual Methodology. For all but Academic Year personnel, vacation days will be earned on the first of the month as follows:

<u>Month</u>	<u>10 days</u>	<u>15 days</u>	<u>20 days</u>
January	1	1	1
February	1	1	2
March	1	1	2
April	-	2	1
May	1	1	2
June	1	1	2
July	1	1	1
August	-	2	2
September	1	1	2
October	1	1	1
November	1	1	2
December	1	2	2

2. Vacation Utilization. Vacation can be taken once it has accrued in accordance with the provisions of Section 4.01 above. Vacations must be scheduled with the employee's Supervisor at least two (2) weeks in advance, and approved by the Supervisor. An employee's vacation preferences will be granted subject to the staffing needs of YCS. Where there is a conflict between employees for vacation scheduling, the conflict shall be resolved by the use of seniority within title.

Vacation earned during one year must be used prior to the end of the subsequent year. Employees will not be permitted to receive payment in lieu of vacation or to carry over vacation more than one year past the year in which it was earned. Only the President/CEO or his designee shall be able to approve exceptions to this policy, and only in instances in which the best interest of the organization can be better served by granting such an exception.

#### **4.02 PERSONAL DAYS**

All full-time employees, except for school based staff, hired on or after 7/1/03 shall accrue two personal days for their first and second years of employment. These days will accrue at the 1<sup>st</sup> of the month in **January and July**. All full-time employees in their third and fourth year of service will accrue an extra day in **April** for a total of three days. All full-time employees in their fifth year of service and on will receive a total of 4 personal days. The additional day will be recorded in **September**. Personal days will be credited on the first of the month. Personal Days can only be used when accrued.

All full-time employees hired before 7/1/03 (except school employees) accrue four (4) paid personal leave days annually with one (1) such day accruing on the first of the month:

1. January
2. April
3. July
4. September

School based personnel shall receive three (3) personal days per academic year accrued on the first of the month:

1. January
2. April
3. September

Please note that school personnel do not accrue a day in July. Personal Days may not be used until earned.

Although personal days accrue during the introductory period described in Section 1.01, an employee is not entitled to utilize such personal days until after successful completion of this period. No employee shall be permitted to utilize a personal day before it is accrued.

The utilization of personal days, once they are accrued, may be for religious holidays, to extend holidays, vacation or sick leave, or for other purposes. All requests for personal days must be approved in advance. Personal days not utilized at the end of the program year will be converted to sick days and used in accordance with the provisions of Section 4.03 below.

#### **4.03 SICK LEAVE**

1. Accrual. All full-time employees (except for staff assigned to Special Education Programs on an Academic Year basis) shall accrue twelve (12) days of sick leave per year credited on the first day of each month. Employees will begin to accrue sick leave days from the first full month worked. Employees may not utilize accrued sick leave days, however, until they have successfully completed the introductory period as described in Section 1.01.

Employees working on an Academic Year basis shall accrue ten (10) days of sick leave annually, credited on the first day of each month, for the months September through June. Education staff whose normal work year is from September to June and who also work July through August do not accrue sick time during that additional two month period but may use previously accrued sick time during those months.

Sick leave can be accumulated and carried forward to subsequent years. However, there shall be a cap of 180 days an individual employee can accumulate. Once this

180 day cap is reached, employees will stop accruing additional time until the 180 day limit is reduced. At no time shall any employee have more than 180 sick days accumulated.

2. Utilization. Sick leave days are to be taken only when the employee is actually sick or incapacitated. However, YCS recognizes that many of our employees would experience severe hardship with respect to making alternative child care arrangements in the event that a dependent, young child must remain at home due to short term illness. In such situations, and at the discretion of the Site Administrator, Principal or Director and in consideration of YCS need for appropriate coverage and the needs of YCS clientele, the employee may be permitted to utilize his or her own sick leave. In most such cases, the employee will be asked to provide documentation of the child's illness from a treating physician.

In order to be eligible for sick leave benefits, the employee is required to call his or her Supervisor as long before the start of the scheduled worked work day/shift as possible. Non-exempt employees (as that term is defined in Section 1.09) who fail to call in sick within one hour from the start of the work day/shift may lose pay for that day/shift. YCS, at its own discretion, may require a doctor's note documenting an illness and/or confirming completion of treatment and/or recommending approval of an employee's return to work.

There will be no cash compensation for unused accrued sick leave either at the end of the Program year or at termination of employment for any reason.

Employees may be entitled to unpaid leave in addition to or that runs concurrently with sick leave under the provisions of the Federal Family and Medical Leave Act. In addition, benefits which may be payable for prolonged illnesses are detailed below under sections relating to Long Term Disability.

#### **4.04 BEREAVEMENT LEAVE**

All full time employees are entitled to three (3) consecutive working days off with pay in the event of the death of a person in the immediate family. The immediate family is defined as husband, wife, father, mother, sister, brother, son, daughter, father-in-law, mother-in-law, grandparents, step-mother, step-father, step-children, step-brother, step-sister, grandchildren or domestic partner in a civil union. The employee is required to notify their Supervisor as soon as practical after learning of the need to take bereavement leave and advise their Supervisor as to the anticipated length of his or her absence.

An employee may use personal days or vacation days or may take unpaid leave to extend bereavement leave for an additional reasonable period of time, or may use such time for bereavement of individuals not specifically covered above upon notification and approval of Site Administrator, Principal or Director.

#### **4.05 FAMILY AND MEDICAL LEAVES OF ABSENCE**

YCS recognizes that from time to time employees may require a leave of absence to attend to certain family or medical situations. Therefore, in compliance with the Federal Family and Medical Leave Act (FMLA) and the New Jersey Family Leave Act (NJFLA), YCS will provide family/medical leaves of absence to eligible employees requiring time off from work for:

- (1) the birth, adoption or foster care placement of a child (referred to as family leave under both the FMLA and the NJFLA);
- (2) the serious illness of a spouse, parent, or minor or disabled child (referred to as family leave under the FMLA and the NJFLA);
- (3) the serious illness of a parent-in-law or domestic/civil union partner of the employee (referred to as family leave under the NJFLA);
- (4) for the employee's own serious illness or injury (including pregnancy and on-the-job injuries or illnesses) which makes him or her unable to perform the essential functions of his or her job (referred to as medical leave under the FMLA);.
- (5) because of any qualifying exigency arising out of the fact that the spouse or a son, daughter or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation; (referred to as exigency military leave under the FMLA)
- (6) for the spouse, son, daughter, parent or next of kin to provide care needed to a covered service member who is undergoing medical treatment, recuperation or therapy, is otherwise in out-patient status on the temporary disability retired list for a serious health condition (referred to as military caregiver leave under the FMLA). Military caregiver leave shall be up to 26 weeks.

With the exception of military caregiver leave which shall be for up to 26 weeks, under the FMLA, employees are eligible for up to 12 weeks of leave in every 12-month period (measured from the date an employee's first family/medical leave begins), if they have been employed by YCS for at least 12 months, and have worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

Under the NJFLA, employees are eligible for leave up to 12 weeks of leave in every 24-month period (measured from the date an employee's first family/medical leave begins) if they have worked at least 1000 hours in the previous 12-month period.

Where appropriate, leave under the FMLA and NJFLA shall run concurrently. Employees should contact the Human Resources Department Head when a question regarding leave arises.



Employees may be entitled to leave in addition to that required by the FMLA and NJFLA at the discretion of YCS or where otherwise required by law or YCS policy or procedure.

Leave may be taken:

Consecutively.

Intermittently (*in separate blocks of time*), or on a reduced leave schedule (*fewer hours in a day or days in a week*), when medically necessary, in the event of the employee's own serious health condition or for exigency military leave or military caregiver leave.

Intermittently, when medically necessary, or on a reduced leave schedule in the event of the serious health condition of the employee's family member or for exigency military leave or military caregiver leave.

Employees may be temporarily transferred to an equivalent or part-time position, with no loss in pay or benefits, which better accommodates their intermittent or reduced leave schedule.

When planning a family or medical leave, employees should make all reasonable efforts to minimize the disruption to YCS operations. Employees seeking leave, to the extent that such leave is foreseeable, must provide at least fifteen (15) days prior notice for leave to care for a family member, and at least thirty (30) days prior notice for leave for any other reason. In emergent circumstances, employees must provide such notice as soon as practicable. Written request forms are available from the Human Resources Department. In addition, employees must complete a **Leave Designation/Acknowledgement of Employee Obligations Form** and any other required forms prior to taking leave. Forms will be provided to employees after a request for leave is received.

Employees shall be provided at the time leave is requested with an indication of the number of hours, days or weeks of leave that will be counted as FMLA/NJFLA leave if known at the time. If not, such notice shall be provided as soon as possible.

Employees requesting leave to care for a seriously ill family member, or for the employee's own serious health condition, must provide written certification from his/her health care provider. Failure to provide the certification required may result in denial or postponement of leave. **Health Care Provider Certification Forms** are available in the Human Resources Department.

The Human Resources Director or his/her designee may contact an employee's Health Care Provider to authenticate or clarify information provided on the Health Care Provider Certification Form. In the event that the Health Care Provider Certification Form is not deemed sufficient, the employee shall be provided written notice and shall be allowed 7 days to cure the deficiency.

YCS also reserves the right to require employees to obtain second or third medical opinions, at its expense, in order to determine the necessity of leave.

Certifications for Military Caregiver Medical Leave and Exigency Leave must also be completed as provided by YCS. Appropriate forms can be obtained from Human Resources.

YCS will continue to maintain coverage under its group health plan for eligible employees during a family or medical leave for up to twelve (12) weeks (26 weeks for military caregiver leave). Employees, at the sole discretion of YCS or as required by law, may be granted additional leave without continuation of health care coverage. Employees shall be required to continue to pay their regular share of health contributions during leave. Employees who fail to pay their portion of medical premiums within 30 days of the due date may face coverage cancellation provided they are notified in writing at least 15 days before the date that coverage will lapse.

An employee returning from a leave taken for his or her own serious health condition must provide a certification from his or her health care provider that he or she is able to return to work and to perform the essential functions of his or her job with or without accommodation. Failure to provide the required certification may result in the denial or postponement of reinstatement. Employees shall be provided with copies of job descriptions and/or a listing of their essential job functions in order to facilitate receipt of return to work certifications.

Upon expiration of an employee's leave, YCS will reinstate the employee, except those who would have been affected by a reduction in force or layoff had they not taken leave, to the same position, or to an equivalent position, with no loss in salary, benefits, or other terms and conditions of employment which the employee enjoyed prior to his or her leave.

To the extent possible, employees should make every effort to notify their Site Administrator, Principal or Director at least two (2) business days in advance if the employee intends to return to work before the expiration of the scheduled leave or to take more leave than originally requested.

Although taking leave will not result in the loss of any employment benefit that accrued prior to the start of the leave, employees will not accrue additional benefits, such as vacation, during any leave period.

Employees should contact Human Resources for further information about entitlement to leave and the required procedures.

#### New Jersey Paid Family Leave

In addition to the above, beginning in July, 2009, employees shall be entitled to paid family leave under the New Jersey Paid Family Leave Act. Such paid leave is designed to provide up to six weeks (or 42 days if leave is "intermittent") of pay to an employee who takes leave to provide care for a family member suffering from a serious health condition or to be with a child during the first 12 months after the child's birth or placement for adoption with the employee's family. Paid leave is to be funded entirely through an employee payroll deduction. Where appropriate, paid time off may be counted as part of FMLA/NJFLA leave.

Employees must provide advance notice to YCS of their need for paid family leave. When

taking leave to care for a child after birth or placement for adoption, employees must provide at least 30 days prior notice. If the leave is to care for sick family members, employees must provide such notice “in a reasonable and practicable manner.” The law further requires an employee to provide 15 days notice if he or she plans to take leave on an “intermittent” basis. Intermittent leave is leave taken in increments of at least one day. Leave taken to care for sick family members, whether taken continuously or intermittently, must be scheduled so as to minimize disruption of YCS’ operations.

#### **4.06 MEDICAL LEAVE ASSISTANCE PROGRAM**

Employees qualifying for a Family and Medical Leave (FMLA) may be eligible to receive donated accrued vacation time from colleagues to allow paid time off to be used as part of the FMLA period. This policy does not apply to work related injuries. Work-related injuries are covered under the Workers’ Compensation Policy.

This policy applies to all YCS employees that qualify under the Federal and New Jersey Family and Medical Leave Acts (FMLA). Program guidelines are contained in the YCS MEDICAL LEAVE ASSISTANCE PROGRAM PROCEDURES summary which can be obtained from Human Resources.

#### **4.07 JURY DUTY**

Following successful completion of the introductory period, all full-time employees who are called to serve on jury duty will be granted time off and will receive their regular rate of pay less their pay as a juror for each of the first ten (10) working days while on jury duty. Thereafter, they shall receive unpaid time off. In order to be paid for jury duty leave, the employee is required to endorse the check received for jury duty over to YCS and to provide documentation from the court validating the days served on jury duty. Requests for continuation of paid jury duty leave beyond the normal ten (10) day period of jury duty service must be approved by the President/CEO. Employees may also be permitted to use accrued vacation and personal time for the unpaid portion of jury service. Non-exempt introductory employees will be eligible for unpaid time off only. In the event an employee is excused or otherwise released early from jury duty, the employee is required to report back to work for the next day/shift.

Staff entitled by law to a postponement or exemption shall not be eligible for jury duty leave unless they request such postponement/exemption as may be available and such request is denied.

#### **4.08 MILITARY LEAVE**

##### **1. Eligibility**

Military leave covers all regular full-time and part-time employees required to attend

military training and/or called to or volunteering for active duty for any branch or reserve component of the uniformed services, the National Guard, the New Jersey Air Guard, or the New Jersey Army Guard. Independent contractors (i.e., employees from temporary agencies or consultants) are not covered under this policy.

Military leave requires all employees to provide YCS with advance notice of military service. Initial notice of the need for leave may be written or verbal. However, employees should submit copies of their military orders to their Supervisors as soon as practical, preferably at least 30 days prior to the leave. Written notice is not required if giving notice is otherwise impossible or unreasonable or the military prevents giving such notice.

Employees are eligible for job reinstatement if they have five years or less of cumulative military service since becoming employed by YCS.

## 2. Application for Reemployment

Employees returning to work from active duty must apply for reinstatement within 90 days of being relieved from military service and provide a certificate of completion of military service or other appropriate documents as required by law. If the leave was required for military training, employees must apply for reinstatement within 10 days of the completion of such training.

During a military leave of absence, health insurance benefits will remain in effect under COBRA provided the employee elects to continue coverage in accordance with YCS' policies. Details of the costs of continued coverage, the length of continued coverage, and the procedures for electing coverage will be sent directly to any employee who provides notice of the need for leave for military service.

Upon an employee's reinstatement from military leave, YCS will make employer match contributions to the 403(b) Plan that would have been made if the employee was not required to take military leave provided that the employee makes the required employee contribution or elective deferral. Employees may make up the contributions that were missed during the military leave over a period of three times the length of the most recent military service (not to exceed five years). Military service will be considered service with YCS for vesting and benefit accrual purposes.

Vacation, personal, sick days do not accrue during any period of an unpaid military leave of absence.

If an employee returns from military service with a disability, YCS will make reasonable efforts to accommodate that disability and to return the individual to the position the individual would have had if they had remained continuously employed. Should the employee not qualify for such a position even with reasonable accommodation, YCS may reemploy the individual in any other position with similar pay, status, and benefits; or, in

the nearest equivalent position which is consistent with the circumstances of the individual's case.

### 3. Retention Rights

YCS employees who are granted military leave and who are then reemployed are granted retention rights (cannot be terminated without cause) based on the number of days the employee is absent on active duty. Employees absent for 181 days or more, the retention rights last for one (1) year. Employee absent between 30 and 180 days, the retention rights last for six (6) months.

### 4. Procedures for Requesting Military Leave:

- a. Employees should notify their Site Administrator, Principal or Director either orally or in writing, of the need for leave. Employees should also submit copies of the military orders to their Site Administrator, Principal or Director as soon as practical.
- b. The Site Administrator, Principal, Director or their designee should complete a Request for Leave of Absence Form and fax to Human Resources with the military orders.
- c. Human Resources will send a Military Package to the employee's home address via regular mail.
- d. If the employee is absent for 31 days or less, the employee will be charged no more than the employee share of the health insurance premium. Employees should send check or money-order to Human Resources. Thereafter, YCS will offer continuation coverage or COBRA under the company's health plan for up to 24 months to employees who have coverage in connection with employment and who are absent from such employment due to military service for more than 31 days. Please note military conditions related to an employee's service in the military may be subject to health plan exclusions and limitations.
- e. The Employee should contact their Site Administrator, Principal or Director upon the completion of duty. The employee should submit a fitness-for-service note from their physician within the appropriate time frame mentioned above.
- f. The Site Administrator, Principal or Director should contact Human Resources and advise of the return date and any status change.

## **4.09 PERSONAL LEAVE OF ABSENCE**

In unusual circumstances where there is a particularly compelling reason, the President/CEO or his/her designee may grant a personal leave of absence without pay. Requests for such leave should be made to the Human Resources Department in writing, and should explain the reasons for the requested leave. Factors taken into consideration in granting a request include: reason for

the leave, site requirements, length of service, performance, whether an additional cost would be incurred to the site in granting the leave, length of leave, etc.

Absent an approved leave of absence, an employee who fails to report to work shall be considered to have resigned and will not be eligible for any benefits. An employee on an approved leave of absence without pay will be expected to maintain contact with the Human Resources Department at predetermined, prescribed intervals. Employees who participate in the YCS health plan are required to make normal bi-weekly health deductions as if the employee was actively at work. Failure to make payments in a timely manner will result in termination of health coverage. Unless YCS agrees otherwise, an employee's failure to return at the predetermined time may result in disciplinary actions, up to and including termination of employment.

## SECTION V. EMPLOYEE PERFORMANCE

### 5.01 PERFORMANCE EVALUATION

YCS will use its best efforts to provide all employees with a formal performance evaluation within two weeks of the end of their introductory period and at the end of the fiscal year (June 30<sup>th</sup>). Special evaluations may be conducted at any time at the discretion of the YCS administration.

The purpose of the performance evaluation is to improve an employee's work performance, to provide a basis for salary adjustments and to determine potential for promotion, transfer, advancement, and employee development.

The evaluation will be related to the performance of an employee's work as set forth in his or her job description and other expectations as may be delineated by the employee's Supervisor in writing. The employee's supervisor will discuss with each employee the results of the evaluation including areas of achievement, any deficiencies the employee may have and the steps necessary to correct the deficiencies. The evaluation is presented in a manner that will promote a two-way exchange of information and feelings and will result in specific constructive help for performance improvement and a plan for self-development. The evaluation is to be read and signed by the employee.

#### 1. Commendations

During the course of the year, a Site Administrator, Principal or Director may request that a special commendation be issued to an employee whose extraordinary performance warrants such action. Requests for commendations must be made in writing to the Vice President/Superintendent of Schools who will issue the commendation if the request is approved. Commendations will be recognized and included with the annual written performance appraisal in the employee's personnel file.

#### 2. Disciplinary Actions

If an employee's work is below standard or if the employee engages in misconduct, an official disciplinary action may be written by the Site Administrator, Principal, Director or Supervisor. Reasons for a disciplinary action include, but are not necessarily limited to, excessive absences or tardiness, carelessness, refusal to work overtime when necessitated by direct service needs of the clients, poor attitude, poor performance, inability to work cooperatively with peers and Supervisors, a general lack of interest, initiative or enthusiasm or any other reason determined at the discretion of YCS.

If the reprimand is for a reason which would endanger a client's well being, or other serious infraction, the employee may be immediately terminated or placed on unpaid, disciplinary suspension, as determined by the Site Administrator, Principal, Director or Supervisor.

The level of disciplinary action to be imposed on any employee is within the sole discretion of YCS.

## 5.02 TERMINATIONS

**PLEASE NOTE THAT NOTHING IN THIS SECTION OR MANUAL CHANGES THE AT-WILL EMPLOYMENT STATUS OF AN INTRODUCTORY EMPLOYEE, WHICH MEANS THAT EITHER THE INTRODUCTORY EMPLOYEE OR YCS MAY TERMINATE THE INTRODUCTORY EMPLOYEE'S EMPLOYMENT AT ANY TIME, WITH OR WITHOUT CAUSE OR NOTICE.**

### 1. Voluntary Resignations

Voluntary resignations must be made in writing to the employee's Supervisor, Site Administrator, Principal or Director indicating the date and reason for leaving. It is expected that employees deciding to resign will give appropriate notice as detailed below.

#### **Notice of Resignation Requirements**

- a. **Two Weeks Notice** Non-professional and Para-professional positions including but not limited to maintenance and kitchen staff, child care workers, teacher's aides, case aides, drivers, program secretaries, receptionists, office managers, executive secretaries, bookkeepers, supervising child care personnel, etc..
- b. **Four Weeks Notice** Professional employees include clinical staff (social workers, therapists, psychologists), medical personnel including physicians, psychiatrists and nurses, teachers and program coordinators. Also, personnel and accounting specialists, fund raising and public relations specialists.

The President/CEO or his/her designee reserves the right to accept an employee's notice of resignation and to accelerate such notice and make the employee's resignation effective immediately, or on any other dates prior to the employee's intended last day of work that YCS deems appropriate. In such instances, the employee will be paid only until his or her last day of active employment unless otherwise determined by the President/CEO or his/her designee.

### 2. Involuntary Termination

An employee may be terminated for just cause, including failure to adequately perform assigned duties. Although in most cases YCS will attempt to allow employees to improve shortcomings and bring work performance up to standard, this will not always be possible.

### 3. Guidelines for Appropriate Conduct

As an integral member of the YCS team, you are expected to accept certain responsibilities, adhere to acceptable business principals in matters of personal conduct,



and exhibit a high degree of personal integrity at all times. This not only involves sincere respect for the rights and feelings of others but also demands that you refrain from any behavior that might be harmful to you, your coworkers, and/or YCS, or that might be viewed unfavorably by current or potential clients.

Whether you are on or off duty your conduct reflects on YCS. You are, consequently, encouraged to observe the highest standards of professionalism at all times.

Types of behavior and conduct YCS considers inappropriate and which may result in disciplinary actions, up to and including termination, include, but are not limited to, the following:

- a. Insubordination or lack of cooperation;
- b. Failing to follow instructions of, or to perform work requested by a Supervisor;
- c. Abuse or harassment of a co-worker, client or client's family;
- d. Gross negligence or dereliction of duty;
- e. Reporting for or attempting to work while under the influence of alcohol, drugs, or narcotics;
- f. Reporting to work in possession of alcohol or illegal drugs or consuming or selling alcohol, illegal drugs, or controlled substances on YCS premises, job locations or while performing job duties;
- g. Unauthorized possession of firearms or other weapons on the facility property;
- h. Falsifying YCS reports or records (including time sheets);
- i. Falsifying your employment application or other personnel records;
- j. Removing YCS property or records without written authorization;
- k. Sleeping while on duty;
- l. Unauthorized placement or receipt of personal telephone calls on a YCS phone;
- m. Reporting to work in a condition unfit to perform your duties;
- n. Disclosing confidential YCS information or client information without authorization;
- o. Unauthorized solicitation or distribution on YCS' property;
- p. Using profanity or violence toward other employees, clients, or non-employees, while performing job duties or on YCS premises;
- q. Violating a safety rule or practice or creating or contributing to unhealthful or unsanitary conditions;
- r. Failing to cooperate in any YCS investigation;
- s. Excessive absenteeism and lateness; and

- t. Abuse or harassment of a co-worker, client, and family.

An employee terminated for violation of these guidelines, which are non-exclusive and may encompass other types of misconduct as determined by YCS in its sole discretion, shall forfeit all benefits including unused accrued vacation and/or holiday pay. Final pay checks will be released to such employees in accordance with state law.

#### 4. Lay-Offs

YCS will attempt to give a minimum of two weeks' notice to employees who are terminated or laid off as a result of lack of funding or the program's termination. Any similar positions which may be available within YCS will be made known to these employees who shall have the opportunity to apply for same.

### **5.03 SEVERANCE BENEFITS**

Only employees who are laid-off because of funding or program termination, and who have not been offered a similar position for which they are qualified by YCS, will be eligible for severance pay. An employee whose employment is terminated for any other reason or who resigns will not be entitled to severance pay.

An employee must sign an "Employment Separation Agreement and General Release" to receive severance. Severance pay, when granted, will be paid based upon length of service in accordance with the schedule below:

#### ***SCHEDULE OF SEVERANCE BENEFITS***

<u>Length of Employment</u>	<u>Amount of Severance Pay</u>
Under One Year	One Week
One Year to Less than Three Years	Two Weeks
Three Years to Less than Six Years	Three Weeks
Six Years to Less than Ten Years	Four Weeks
Ten Years and Over	Eight Weeks

Employees who are rehired within six (6) months of lay off will retain seniority and be rehired with the same initial hire date as when first employed. All employees rehired within 30 days will be immediately eligible for benefits. Employees who are rehired after six months subsequent to having been laid off or voluntarily resigned in accordance with the appropriate resignation procedures will be rehired as new employees.

## SECTION VI. GRIEVANCES

### 6.01 OPEN DOOR POLICY

YCS maintains an “Open Door Policy”. This means that should an employee wish to discuss a matter with his or her Supervisor, Site Administrator, Principal, Director, Vice-Presidents, Executive Vice-President, President/CEO or Human Resources the employee can request and will generally be granted a meeting.

The purpose of the Open Door policy is to encourage communication and is not meant to circumvent the chain of command or the formal grievance procedure. Rather, it is to be used if an employee does not feel comfortable in bringing a particular issue using the formal grievance mechanism.

### 6.02 GRIEVANCE PROCEDURE

It is the policy of YCS to expedite the processing of complaints or grievances in a firm manner without threat of termination or any other reprisal. Toward these ends, the following mandatory formal grievance procedures have been established for the resolution of all claims, actions, disputes, and controversies arising out of an individual’s employment with YCS, or the termination of employment from YCS. Such claims, actions, disputes, and controversies shall specifically include, but not be limited to, claims arising under the New Jersey Law Against Discrimination, the New Jersey Conscientious Employee Protection Act, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disabilities Act, § 1983, the Federal and State Wage and Hours laws, the Federal Family and Medical Leave Act of 1993, the New Jersey Family Leave Act, COBRA, ERISA, any other local, state and federal law, and the administration of the provisions of this Manual.

1. **Level 1:** The employee, either alone or accompanied by a representative, must present a grievance or complaint, in writing to his or her immediate Supervisor within five (5) working days of (1) the date of the occurrence or (2) the date that the employee first knew of the occurrence or by reasonable diligence should have known of the occurrence. The Supervisor shall respond with a decision within five working days of the grievance or complaint.
2. **Level 2:** Should the employee not be satisfied with the decision reached at the initial step of this procedure, the employee, either alone or accompanied by a representative, must submit the grievance in writing to the Site Administrator, Principal or Director or his/her designated representative, within five (5) working days of the decision by the Supervisor. The Site Administrator, Principal or Director, or designated representative, shall review all aspects of the employee’s grievance and respond in writing within ten (10) working days of the Level 2 grievance or complaint.

3. **Level 3:** Should the grievance or complaint still remain unresolved to the satisfaction of the employee, the employee, either alone or accompanied by a representative, must within five (5) working days of the adverse decision present the grievance in writing to the Vice President/CEO, Superintendent of Schools of YCS, or his/her designated representative. The Vice President/Superintendent of Schools or his/her designated representative, will consult with all appropriate individuals, review all pertinent facts and issue a written decision within ten (10) working days of the Level 3 grievance or complaint.
4. **Level 4:** Should the employee still not be satisfied having exhausted all of the above opportunities to resolve the grievance, the employee must submit the grievance in writing to the President/CEO of YCS within five working days of the decision by the Vice-President. The decision of the President/CEO shall be communicated to the employee within fifteen (15) working days.
5. **Level 5 (Final):** An appeal from an unfavorable decision at Level 4 may be initiated by the employee by serving upon YCS a notice in writing of the intent to proceed to arbitration within fifteen (15) working days of the decision of the President/CEO. The notice shall identify the provisions of the Manual or applicable policy, the department, and the employee involved, and shall include a copy of the grievance or complaint.

The arbitrator is to be selected by the parties jointly in accordance with the applicable rules and regulations of the New Jersey State Board of Mediation. If the parties fail to agree on an arbitrator, the New Jersey State Board of Mediation may appoint an arbitrator.

Each case shall be considered on its merits. The manual and/or applicable law shall constitute the basis upon which the decision shall be rendered. The decisions at Levels 1 through 4 shall not be used as precedent for any subsequent case.

The arbitrator shall not add to, subtract from, or modify the provisions of the Manual or applicable policy. The arbitrator shall be confined to the precise issue submitted for arbitration and shall have no authority to determine any issues not submitted.

The arbitrator shall have the power and authority to award any rights and remedies provided for by the applicable law, (including but not limited, to attorney's fees and/or injunctive relief provided for by applicable law.)

The decision of the arbitrator shall be final and binding upon both parties. The arbitrator shall be requested to issue the decision within 30 calendar days after the hearing or receipt of the hearing transcript.

All of the time limits contained in this section may be extended by mutual agreement of the parties. The granting of any extension at any level shall not be deemed to establish precedence.

Except as otherwise decided by the arbitrator in accordance with applicable law, all fees and expenses of the arbitrator shall be divided equally between the parties except when one of the parties requests a postponement of a previously scheduled arbitration meeting which results in a postponement charge. In that event, the postponing party shall pay this

charge unless the postponement results in a settlement of the grievance, in which event; the postponement charge shall be divided equally between the parties. Each party shall bear the costs of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for their copy of the record.

Please note that the complete and timely utilization of this Grievance Procedure, from Level 1 to Level 4, is a precondition for bringing any grievance or any subsequent action or claim against YCS in any other forum (i.e., administrative agency or court) involving any aspect of the employee's employment, including but not limited to termination of the employee's employment.