



Dear *West Suburban YMCA* Volunteer,

The *West Suburban YMCA* welcomes you as a volunteer! We would also like to take this opportunity to thank you for showing interest in joining the *YMCA*. On this rewarding journey, you will be acknowledged as someone who took their time to facilitate and improve our programs. We hope this experience will leave you filled with a gratifying feel. We hope you as you gain this worthwhile role you can carry on our core values: Honesty, Caring, Respect and Responsibility.

Thank you for joining us!

Sincerely,

Emily Flynn
Executive Assistant & Volunteer Coordinator

Volunteer Guidelines:

A volunteer agrees upon a contract to be here during the times scheduled. It is your responsibility to be present at your shift on time and stay through the time agreed upon. In an event of tardiness, please contact your department supervisor.

Orientation and Training:

As a new volunteer at the West Suburban YMCA, you will go through the proper orientation and training where you will learn your set of responsibilities. Throughout the day, you will be supervised by staff. (In licensed Child Care programs: You will be supervised by an EEC qualified educator at all times). Volunteers are required to submit a CORI and SORI. Child Care Volunteers are required to submit an EEC Background Record Check and SORI.

Sign-in/out Book:

It is your responsibility in the beginning and end of each shift to sign-in/out. You are responsible to record your hours and keep track of your days when volunteering. The sign-in/out sheet will be held at the front desk for your convenience.

Absence:

In any case of absence, it is best to contact your department supervisor as soon as you can.

Attire:

Depending on the department you are volunteering for, it is your responsibility to wear presentable and appropriate clothing along with your identification badge during your volunteer shift.

Phone Policy:

Volunteers may use the *YMCA* phones for emergency calls only and limited cell phone use is strictly enforced, unless the volunteer is on a break.

Benefits:

- Volunteers **do not** receive a free or discounted membership.
- Volunteers may use the *West Suburban YMCA* facility only before/after their shift.
- You will receive the proper job training and orientation.
- You will have opportunities for certifications and trainings.

I agree that the West Suburban YMCA may use photographs and video of me with or without my name and for any lawful purpose, including but not limited to such purposes as publicity, illustration, security, advertising, and web content.

West Suburban YMCA Release and Waiver of Liability and Indemnity Agreement

In consideration for being permitted to utilize the facilities, services, and programs of the YMCA for any purpose, including but not limited to observation or use of facilities or equipment, or participation in any program affiliated with the YMCA, without respect to location, the undersigned, for himself or herself and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering or participating will inspect and carefully consider such premises and facilities or the affiliated program. It is further warranted that such entry into the YMCA for observation or use of any facilities or equipment or participation in such affiliated program constitutes an acknowledgement that such premises and all facilities participation. and equipment thereon and such affiliated programs have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use, or IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE YMCA FOR ANY PURPOSE, INCLUDING BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY PROGRAM AFFILIATED WITH THE YMCA, WITHOUT RESPECT TO LOCATION, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the YMCA, its directors, officers, employees, and agents (hereinafter referred to as "releasees") from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefor on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releases or otherwise while the undersigned is in, upon, or about the premises or any facilities or equipment therein, or participating in any program affiliated with the YMCA, without respect to location.

2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in, upon, or about the YMCA premises or in any way observing or using any facilities or equipment of the YMCA or participating in any program affiliated with the YMCA whether caused by the negligence of the releasees or otherwise.

3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE due to negligence of releasees or otherwise while in, about, or upon the premises of the YMCA and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the YMCA. THE UNDERSIGNED further expressly agrees that the forgoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the Commonwealth of Massachusetts and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

I, _____ understand the volunteer guidelines and I agree to abide by them when volunteering at the West Suburban YMCA. I also have read and understand the Release and Waiver of Liability and Indemnity agreement.

Signature: _____

Date: _____



The Rights and Responsibilities of a YMCA Volunteer

As a YMCA volunteer, you have a right...

To be treated as a partner and coworker, not as free help.

To a meaningful assignment, with consideration for your individual interests, skills and life experience.

To be kept in the know about the YMCA's programs, policies, and people through frequent communications that may include conversations, meetings, memos, and newsletters.

To orientation and training for the job that is thoughtfully planned and effectively presented.

To sound guidance and direction by someone who is experienced, well informed, patient, and thoughtful, and who has the time to invest.

To accurate record keeping that includes hours of service, recognitions received, and contributions and accomplishments.

To be treated respectfully and to be given equal consideration for all volunteer assignments, regardless of age, income, disabilities, sex, background, or religion.

To a variety of experiences through promotion to assignments of more responsibility, through transfer from one assignment to another, and through special assignments.

To be heard, to have a part in planning, to feel free to make suggestions, and to have respect shown for an honest opinion.

To recognition in the form of promotion, awards, and simple day-to-day expression of appreciation and respect from coworkers.

To a work environment that is energetic, conducive to work, and fun!

As a YMCA volunteer, you have a responsibility...

To have at heart interests of the children, families, adults, and communities the YMCA serves.

To understand the YMCA's mission and goals - realizing that the association has accepted your voluntary service and participation in order to achieve those goals.

To abide by the commitments you make.

To speak up, ask questions and share ideas, enthusiasm, and concerns.

To accept supervision, knowing that everyone is accountable to someone: the staff to the executive director, the executive director to the board, and the board to the community.

To continue to grow and to learn more about the job, the YMCA, and the YMCA way.

To treat all people with loving kindness and open communication, regardless of age, income, ability, background, gender and religion.

To act as a responsible member of our YMCA family, learning the give and take necessary for the common good.

To become a voice for the community in the YMCA and a voice for the YMCA in the community.

To seek joy in your volunteer service: having fun is an essential part of volunteering at the YMCA

ABOUT THE WEST SUBURBAN YMCA

The West Suburban YMCA was initially founded by a group of volunteers in 1877. From modest beginnings, the West Suburban YMCA has grown to become one of the oldest and most respected Chapters of the YMCA, with a strong presence in the Newton Community. Over the years, the West Suburban YMCA staff has developed many innovative programs to meet the changing needs of children, families, and the community it serves.

In order to act upon the goals and values outlined in its mission statement, the YMCA uses certain guiding principles. The West Suburban Y:

- Plans and executes all programming with a focus on its core values.
- Respects and values each individual who comes to its facilities or programs.
- Focuses on populations with special needs: the young, the old, individuals with disabilities, and individuals with a variety of special circumstances.
- Develops programs that both serve and support individuals and create opportunities for those individuals to serve and support others.
- Creates a joyful, warm and open atmosphere that actively respects differences and rejects discrimination.
- Invests in the future by fostering character development in children and teens through programs, games, camps, and fitness opportunities.
- Seeks opportunities for families to grow stronger by providing facilities and programs for use by the whole family as a unit however that family may be constituted.

I. EMPLOYMENT POLICIES

CONFIDENTIAL/PROPRIETARY INFORMATION AND CONFLICTS OF INTEREST

In the course of your employment with the West Suburban YMCA, you will likely have access to certain information which relates to the West Suburban YMCA's business and/or to confidential information relating to the individuals whom the West Suburban YMCA serves. *All such information is confidential and proprietary.* Consequently, as a condition of your employment, you are prohibited from disclosing such information to anyone who is not a West Suburban YMCA employee, or even to another West Suburban YMCA employee unless that employee requires access to the information to perform his or her job at the West Suburban YMCA. (Any question regarding what information may be disclosed, and to whom, should be directed to your supervisor or to the Executive Director & CEO.) All employees are encouraged to exercise extreme care when discussing any confidential or proprietary matter.

As an additional condition of your employment, you are prohibited from engaging in, attempting to engage in, assisting others (financially or otherwise) from engaging or attempting to engage in, or investing in, any business or activity which competes, directly or indirectly, with the West Suburban YMCA.

The West Suburban YMCA observes the following minimum standards governing the conduct of employees and members of their immediate family:

1. No employee, volunteer, or Director and members of their immediate family shall solicit or accept gifts, gratuities, favors, or anything of monetary value for personal gain from:
 - a) Any contractor, potential contractor, or subcontractor of the West Suburban YMCA
 - b) Any person applying for or receiving benefits or services through or from the West Suburban YMCA
 - c) Any person in a position to benefit otherwise from the activities of the West Suburban YMCA
2. Without the prior approval of the Executive Director & CEO and required Federal and State disclosures on related party transactions, an employee of the West Suburban YMCA shall not participate in any matter involving Association funds which affects to his/her knowledge the financial interest of:
 - a) Any employee or member of his/her immediate family
 - b) His/her business partner(s) or a business organization with which he/she is associated or member of his/her immediate family is associated
 - c) Any person or organization with whom he/she (or his/her immediate family member) is negotiating or has any arrangement concerning prospective employment

3. Employees of the West Suburban YMCA shall refrain from conduct which gives the appearance of violating any of the above standards.
4. Employees, Directors, and volunteers will be asked to comply with the above standards. Professional staff and Directors will also be asked to disclose employment by or any ownership interest in any entity doing business with the West Suburban YMCA.

POLITICAL ACTIVITY

West Suburban YMCA employees are prohibited from participating in certain political activities while working

in the capacity of a West Suburban YMCA employee.

Employees are not to:

- Involve the Association in political activities during or outside work hours.
- Use the Association's materials, equipment or letterhead to assist political campaigns.
- Use the Association's affiliations to aid political campaigns.
- Distribute literature or solicit signatures or money to aid political campaigns during

work hours.

Any employee who violates these policies prohibiting unauthorized disclosure of confidential and proprietary information and engaging or assisting in any competitive activity will be subject to discipline up to and including discharge. Furthermore, all employees (and volunteers) are advised that WEST SUBURBAN YMCA WILL TAKE WHATEVER LEGAL ACTION IT DEEMS NECESSARY AGAINST ANY INDIVIDUAL WHO VIOLATES THESE POLICIES prohibiting unauthorized disclosure of confidential and proprietary information and engaging or assisting in any competitive business or activity.

All contacts with the press/media by employees of the West Suburban YMCA must be cleared through the Marketing, Communications and Resource Development Office or through the Executive Director/CEO. Unauthorized contact with the press/media is prohibited. All inquiries from the press/media, especially during a "crisis" situation, must be referred to the Marketing, Communications and Resource Development Office or the Executive Director/CEO.

EQUAL EMPLOYMENT OPPORTUNITY

The West Suburban YMCA has a strong program which provides equal employment opportunity to all persons, regardless of race, color, religion or creed, ancestry or national origin, age, sex (including sexual orientation, but excluding pedophilia), physical or mental disability or handicap, or status as a veteran. This program applies to all of West Suburban YMCA's employment and personnel practices, including recruiting and advertising, hiring, compensation, benefits, promotions, transfers, demotions, training, and any other actions affecting employees. Accordingly, the West Suburban YMCA affords reasonable accommodation to otherwise qualified applicants and employees when such accommodation is necessitated by such individual's known disability or religious beliefs.

The West Suburban YMCA's Executive Director & CEO has the overall responsibility for implementing the West Suburban YMCA's Equal Employment Opportunity program, reviewing and recommending program effectiveness, and maintaining appropriate records. It is the obligation and responsibility of every West Suburban YMCA employee, however, to help the West Suburban YMCA ensure that this program of nondiscrimination is effectively followed.

If you have any questions regarding this important West Suburban YMCA program, contact the West Suburban YMCA's Executive Director & CEO at (617) 244-6050.

STANDARD OF CONDUCT

The West Suburban YMCA has established the following Standard of Conduct for all West Suburban YMCA employees/volunteers:

As a condition of employment/volunteering, every employee/volunteer of the West Suburban YMCA is expected: to have regular attendance (*i.e.*, to be at their department when scheduled); to be on time for work (*i.e.*, to be at his or her work station, ready to begin work, at the scheduled starting time); to be physically and mentally prepared for the job to be done; to put in a full day's work; to recognize and respond positively to supervision; to learn the job at hand, as well as new jobs; to modify work habits and schedules (as required); to respond to the operational needs of the West Suburban YMCA and the needs of its clients; and to cooperate with fellow employees and all others with whom work-related interactions occur.

The West Suburban YMCA reserves the right to take any corrective action it deems appropriate where, in its opinion, an employee fails to adhere to the foregoing Standard of Conduct, or in any other way acts in contradiction of the interests of the West Suburban YMCA or its clients, or interferes with the relationships between the West Suburban YMCA and its clients, its employees, and the public-at-large. Corrective action will generally take the form of progressive discipline (*i.e.*, reprimand/suspension/discharge). However, the seriousness of an employee's conduct -- as determined exclusively by West Suburban YMCA -- will determine the severity of any disciplinary action.

A) The following list identifies -- by way of examples, but not limitation -- a number of *typical* types of conduct for which the more severe penalties of suspension or discharge may be imposed by the West Suburban YMCA following the first offense:

- Falsification of employment application, personnel record, payroll record, or other business document or record.

- Violation of West Suburban YMCA's policies prohibiting unauthorized disclosure of confidential and proprietary information and engaging or assisting in a competitive business or activity.
- Theft and other forms of dishonesty, including (but not limited to) the unauthorized use of West Suburban YMCA's time, material, equipment, or property.
- Profanity, inappropriate jokes, sharing intimate details of one's personal life and any kind of harassment in the presence of children or parents is prohibited.
- The use of physical punishment or verbal or emotional abuse.
- The carrying, use or threatening to use any weapon while on duty or on the premises.
- Discrimination against or harassment of a co-worker, supervisor or participant/member because of race, color, age, creed, sex, sexual preference, national origin or handicap.
- Violation of safety and security procedures.
- Obtaining employment through the use of false statements.
- Defaming a YMCA representative or a fellow employee.
- Insubordination in any form.
- Violation of West Suburban YMCA's "zero tolerance" drug and alcohol policy.
- Use of threatening, intimidating, coercive, harassing, abusive, or vulgar language, or engaging in any actual or threatened inappropriate conduct directed toward any West Suburban YMCA client, employee, or others with whom work-related interactions occur, regardless of where or when the use of such language or conduct occurs.
- Fighting, horseplay, practical jokes, or other disorderly conduct which either does, or has the potential to, result in property damage or injury to a West Suburban YMCA employee or others.
- Sleeping on the job or otherwise neglecting job duties
- Engaging in any other conduct which -- in West Suburban YMCA's sole discretion -- has a detrimental effect on West Suburban YMCA or its clients.

B. Respect for Colleagues

1. Respecting the training and performance of colleagues and professionals and extending the cooperation necessary to enhance effective quality services to all.
2. Respecting differences of opinion and practice of colleagues and other professionals, expressing concerns in verbal or written communications in a responsible, appropriate, and constructive manner.
3. Extending to colleagues of other professionals respect and cooperation.

C. Member Relations and Service

Satisfied members are the lifeblood of our Association and insure everyone's job security. Employee attitudes and actions have an immediate and lasting impact on member satisfaction. As an Association representative, your actions are a direct reflection upon the YMCA. Each employee has a responsibility to provide courteous service to each and every

member, striving always to maintain the best possible relationships with members. Poor member relations will result in disciplinary action.

C. Relative to Interaction with Children

1. In order to protect YMCA staff, volunteers and program participants, the YMCA recommends at no time during a YMCA program may a staff person/volunteer be alone with a single child where they cannot be observed by others. As staff supervise children, they should space themselves in a way that other staff can see them.
2. Staff/volunteer shall never leave a child unsupervised.
3. Restroom supervision: Staff/volunteer will make sure the restroom is not occupied by suspicious or unknown individuals before allowing children to use the facilities. Staff/volunteer will stand in the doorway while children are using the restroom. This policy allows privacy for the children and protection for the staff (not being alone with a child). If staff are assisting younger children, doors to the facility must remain open. No child, regardless of age, should ever enter a bathroom alone on a field trip. Always send children in pairs, and whenever possible, with staff.
4. Staff/volunteer should conduct or supervise private activities in pairs--diapering, putting on bathing suits, taking showers, etc. When this is not feasible, staff should be positioned so that they are visible to others.
5. Staff/volunteer shall not abuse children including:
 - physical abuse--strike, spank, shake, slap;
 - verbal abuse--humiliate, degrade, threaten;
 - sexual abuse--inappropriate touch or verbal exchange;
 - mental abuse--shaming, withholding love, cruelty;
 - neglect--withholding food, water, basic care, etc.
 - any type of abuse will not be tolerated and is cause for immediate dismissal.

Staff/volunteer must use positive techniques of guidance, including redirection positive reinforcement and encouragement rather than competition, comparison and criticism.

6. Staff/volunteer will have age appropriate expectations and set up guidelines and environments that minimize the need for discipline. Physical restraint is used only in pre-determined situations (necessary to protect the child or other children from harm), is only administered in a prescribed manner and must be documented in writing.
7. Staff/volunteer will possibly help to conduct a health check to monitor the health of each child, each day, as they enter the program, noting any fever, bumps, bruises, etc. Questions or comments will be addressed to the parent or child in a non-threatening way. Any questionable marks or responses will be documented and reported to the appropriate authority.
8. Staff/volunteer is required to read and sign all policies related to identifying, documenting and reporting child abuse and attend trainings on the subject, as instructed by a supervisor.
9. Staff/volunteer must respond to children with respect and consideration and treat all children equally regardless of sex, race, religion or culture.

10. Staff/volunteer will respect children's rights to not be touched in ways that make them feel uncomfortable and their right to say no. Other than diapering, children are not to be touched on areas of their bodies that would be covered by a bathing suit.
11. Staff/volunteer will refrain from intimate displays of affection towards others in the presence of children, parents, staff, members and participants.
12. Staff/volunteer must be free of physical and psychological conditions that might adversely affect children's physical or mental health. If in doubt, an expert should be consulted.
13. Staff/volunteer will serve as positive role models for youth by performing duties with respect, loyalty, patience, courtesy, tact and maturity.
14. Staff/volunteer may not be alone with children they meet in YMCA programs outside of the YMCA. This includes babysitting, sleepover and inviting children to your home. Any exceptions require a written explanation before the fact and are subject to administrator approval.
15. Staff/volunteer are not to transport anyone under the age of 18 in their own vehicles. (Any exceptions require supervisor approval.)
16. Staff/volunteer may not date program participants under the age of 18 or staff who report directly to them.
17. Under no circumstances should staff release children to anyone other than the authorized parent, guardian, or other adult authorized by the parent or guardian (written parent authorization on file with the YMCA).
18. Staff/volunteer will portray a positive role model for youth by maintaining an attitude of respect, loyalty, patience, tact and maturity.

CORI/SORI (CRIMINAL RECORDS CHECK/SEX OFFENDER REGISTRY)

The West Suburban YMCA continually seeks to provide the safest environment for our employees, as well as for the individuals who participate in YMCA membership or programs. In adherence to this policy, the YMCA has adopted a policy that will require that a CORI (Criminal Record Check) and a SORI (Sex Offender Registry) be completed for all new employees, 18 years of age or older, of the YMCA. It is to be understood that this procedure is a condition of employment, and that any individual refusing to participate in this procedure may not become an employee of the Association. YMCA retains the sole discretion and authority to terminate any employee based on information learned from the above checks. Camp staff requires a CORI and SORI be completed, for all ages, each camp season.

ANTI-HARASSMENT POLICY

The West Suburban YMCA is committed to a policy of equal employment opportunity, which includes a commitment to maintaining a work environment which is free of illegal harassment. This policy applies to all West Suburban YMCA employees and all candidates for employment by the West Suburban YMCA.

One aspect of this policy requiring some amplification is the prohibition against any form of sexual harassment in this workplace. Sexual harassment is a violation of both this policy and

the law. The EEOC guidelines on workplace sexual harassment define "sexual harassment" as follows:

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 employment;
- (2) submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or
- (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Any employee who believes that he or she is a victim of sexual harassment should bring the matter to the immediate attention of the President & CEO. The address is: West Suburban YMCA, 276 Church Street, Newton, Massachusetts 02458; and the telephone number is (617) 244-6050. Any employee who believes that he or she is a victim of sexual harassment may also contact the following agencies:

Massachusetts Commission Against Discrimination

One Ashburton Place, Room 601

Boston, Massachusetts 02108

(617) 727-3990

Equal Employment Opportunity Commission

One Congress Street, 10th Floor

Boston, Massachusetts 02114-2023

(617) 565-3200

Consistent with federal and state laws, no employee will be subject to any form of retaliation either for making a good faith report of conduct which the employee believes violates this policy or for cooperating in an investigation of allegations of sexual harassment. Any complaint received by the Executive Director & CEO will be carefully and promptly investigated. The investigation will be kept as confidential as possible, consistent with the need to determine the

facts. After investigation, any employee determined to have engaged in sexual harassment in violation of this policy will be subject to appropriate corrective action, including discipline which may include termination of employment.

INTERNAL COMMUNICATIONS

The West Suburban YMCA recognizes the value of its employees' opinions and suggestions regarding matters which affect the workplace. Therefore, you are encouraged to discuss such matters with your supervisor.

To further enhance workplace communications, the West Suburban YMCA utilizes (among other means) bulletin boards as a way of accurately disseminating information concerning the workplace to its employees. These bulletin boards also contain federal, state and other more permanent postings which relate to your employment. Therefore, all employees are encouraged and expected to check these bulletin boards daily for up-to-date information regarding your employment and more general information concerning what is going on within the West Suburban YMCA.

Employees may utilize the bulletin boards to post announcements which may be of interest to other employees. Any such posting must be approved in advance, however, by the Executive Director & CEO.

ADDRESSING WORK-RELATED PROBLEMS and COMPLAINTS

Misunderstandings and/or conflicts can arise in any organization. Most situations between employees and between an employee and his or her supervisor tend to resolve quickly with little fanfare, because most individuals prefer to work out their problems.

This is not always possible, however. Therefore, for those limited instances where an interpersonal conflict within the workforce cannot be resolved quickly and amicably between the parties, the West Suburban YMCA has established an employee grievance procedure which is designed to provide a mechanism through which employees can seek a fair and effective resolution of their work-related complaints and problems. Through this procedure, employees can call upon their supervisor and, as necessary, the West Suburban YMCA's Vice President of Human Resources and the Vice President of Operations to hear, evaluate, and respond to their problems and complaints.

If you have a work-related problem or complaint, you should first discuss it with your supervisor. If situation still cannot be resolved, contact the West Suburban YMCA's Vice President of Human Resources and then the Vice President of Operations. The President & CEO will have final review of the matter. In all instances, the decision of the President & CEO will be final.

DRESS CODE

As with any work setting, the manner in which individuals present themselves in the workplace (*i.e.*, how they dress and how they are groomed) influences how clients (*i.e.*, our customers) and the public-at-large perceive West Suburban YMCA. Consequently, all West Suburban YMCA

employees are expected to exercise judgment and discretion with respect to their own personal appearance image while they are at work, regardless of their work location.

Accordingly, every West Suburban YMCA employee/volunteer is expected to dress for work in a manner appropriate for his or her job, which may include required uniforms for certain jobs, (taking into consideration the nature of the job, prevailing dress practices/standards for workers in similar jobs, public contacts, and safety considerations) and to be neatly groomed.

The West Suburban YMCA reserves the right to send any employee/volunteer home when, in the opinion of his or her supervisor, the employee is not appropriately attired or groomed for work. Any employee/volunteer who flagrantly or repeatedly violates this Dress Code will be subject to discipline, including discharge.

SMOKING

The West Suburban YMCA is dedicated to providing a healthful, comfortable and productive environment across the Association, not only for employees, but members, volunteers program participants, and all other individuals who enter our premises. With this goal in mind, smoking is not permitted on West Suburban YMCA's property. Employees who violate this policy will be subject to the Association's disciplinary policy.

This policy is not put forth to penalize or take away the rights of smokers, but rather to increase awareness and promote positive health habits.

SUBSTANCE ABUSE POLICY

The West Suburban YMCA is committed to provide a safe workplace free from alcohol, illegal drugs, and the effects of those substances. Consequently, the West Suburban YMCA has adopted the following "zero tolerance" drug and alcohol policy and related work rules:

- Every employee/volunteer of the West Suburban YMCA has a responsibility to the West Suburban YMCA, its clients, and his or her co-workers to be physically and mentally fit for work every time the employee reports for work and at all times when he or she is performing (or is expected to be performing) any job duty or assignment. Thus, as a primary job responsibility and as a condition of employment with the West Suburban YMCA, every West Suburban YMCA employee is prohibited from reporting to work, or working, under the influence of any alcoholic beverage and/or prohibited substance or being impaired by the presence of any such beverage or substance in his/her system, regardless of when or where the beverage or substance entered the employee's system.

Any employee/volunteer who violates this primary work rule will be subject to disciplinary action up to and including discharge. The determination of whether an employee is "under the influence" is one made solely by West Suburban YMCA at its discretion.

- Every West Suburban YMCA employee/volunteer also has the responsibility not to engage in off-duty conduct which damages, or tends to damage, the West Suburban YMCA's public image and reputation. Moreover, certain off-the-job behaviors and events,

including (but not limited to) violating Criminal Drug Laws and driving while intoxicated, do cause -- or risk causing -- such damage.

Therefore:

1. Any employee/volunteer who uses, possesses, manufactures, transports, distributes, dispenses, purchases, or sells any prohibited substance -- whether at work or away from any work site, and whether while working or during non-working hours -- will be subject to disciplinary action, up to and including discharge. The term "prohibited substance" includes illegal drugs, drug look-a-likes, drug paraphernalia, and controlled substances.
 2. Any employee/volunteer who is convicted under any Criminal Drug Law or any law prohibiting driving while intoxicated, or who pleads guilty or *nolo contendere* to any such violation -- regardless of whether such violation occurs while working or during non-work time -- or who fails to notify West Suburban YMCA of any charge, indictment, plea, or conviction of such violation within five (5) days of the event will be subject to disciplinary action, up to and including discharge.
- An employee/volunteer who must use a controlled substance under the instructions of his or her physician is required to inquire of the physician as to whether the substance will adversely affect the employee's job performance (*e.g.*, Will the prescribed controlled substance in any way impair the employee's ability to safely perform his or her job?), and, upon request, to provide to the West Suburban YMCA written certification by the physician of same. If the employee's physician does not or cannot certify that the prescribed controlled substance will not affect the employee's job performance, then the employee generally will not be permitted to perform any work.

USE OF COMPANY EQUIPMENT and FACILITIES

The West Suburban YMCA's telephone system and computers have been purchased and installed to facilitate the transaction of the West Suburban YMCA's business; and their use is restricted to that use. Accordingly, employees are prohibited from using the West Suburban YMCA's telephone system to place or receive personal calls; likewise, they are prohibited from using the West Suburban YMCA's computers (including its internet connections) for any purpose which is not work-related.

The sole exceptions to these rules are that an employee may use the telephone system to place local calls of an emergency nature and to receive emergency calls, provided that the calls are of short duration and do not otherwise interfere in any way with the normal transaction of the West Suburban YMCA's business. Under no circumstance may an employee make a non-work related

long-distance call -- even for a personal "emergency" -- unless the employee receives prior approval from his or her supervisor.

West Suburban YMCA Release and Waiver of Liability and Indemnity Agreement for Membership

In consideration for being permitted to utilize the facilities, services, and programs of the YMCA for any purpose, including but not limited to observation or use of facilities or equipment, or participation in any program affiliated with the YMCA, without respect to location, the undersigned, for himself or herself and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering or participating will inspect and carefully consider such premises and facilities or the affiliated program. It is further warranted that such entry into the YMCA for observation or use of any facilities or equipment or participation in such affiliated program constitutes an acknowledgement that such premises and all facilities participation. and equipment thereon and such affiliated programs have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use, or IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE YMCA FOR ANY PURPOSE, INCLUDING BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY PROGRAM AFFILIATED WITH THE YMCA, WITHOUT RESPECT TO LOCATION, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the YMCA, its directors, officers, employees, and agents (hereinafter referred to as "releasees") from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefor on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releases or otherwise while the undersigned is in, upon, or about the premises or any facilities or equipment therein, or participating in any program affiliated with the YMCA, without respect to location.
2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in, upon, or about the YMCA premises or in any way observing or using any facilities or equipment of the YMCA or participating in any program affiliated with the YMCA whether caused by the negligence of the releasees or otherwise.
3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE due to negligence of releasees or otherwise while in, about, or upon the premises of the YMCA and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the YMCA. THE UNDERSIGNED further expressly agrees that the forgoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the Commonwealth of Massachusetts and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

Monthly Membership Policies

-I understand that I will be sent written notice at the most recent address I have provided to the YMCA at least 30 days prior to any change. I understand and agree that it is my responsibility to keep my address current with the West Suburban YMCA.

-I understand that my individual membership is contingent on remaining an active employee of the West Suburban YMCA. Upon my termination of employment, I understand my membership will also be terminated.