

## **North Jeffco Swim Team Personnel Policy**

Status. All North Jeffco Swim Team (“NJST”) employees, other than those who have signed employment contracts with NJST, are at-will employees. Neither such at-will employee nor NJST has entered into a contract of employment, expressed or implied. Employment can be terminated for such at-will employee with or without cause, and with or without notice, at any time at the option of either NJST or the employee. NJST requests that the Head Senior Coach, Head Age Group Coach, and Team Manager give NJST not less than one month’s notice if they intend to resign from their positions and that all other employees give NJST not less than two weeks’ notice of resignation.

Performance Reviews. NJST will endeavor to provide a performance review at least annually for each of its employees. The results will be used in determining possible compensation increases, to support recommendations for promotions, and in determining possible performance deficiencies.

Personnel Files. NJST shall keep the contents of each employee’s personnel file confidential. An employee may request a review of his or her personnel file through either a member of the Executive Committee (for the Head Senior Coach, Head Age Group Coach, and Team Manager) or through his or her supervisor (for all other employees) and will be provided the opportunity to review his or her file within five working days of NJST’s receipt of such request. The file may only be reviewed by the employee in the presence of a member of the Executive Committee (for the Head Senior Coach, Head Age Group Coach, or Team Manager) or such employee’s supervisor (for all other employees). Under no circumstance may an employee remove any contents of his or her personnel file; however, the employee is entitled to a copy of the contents of the file.

Pay Periods. NJST will pay employees for services rendered on a bi-weekly basis. If a pay date falls on a Saturday, Sunday or holiday, employees will receive their checks on the last working day prior to the weekend or holiday. It is the responsibility of each hourly employee to turn in to the Team Manager an accurate timesheet for each pay period no later than the date requested by the Team Manager.

Lateness/Absences. If a sickness or other emergency requires a coach to arrive late to or be absent from work, such coach shall notify his or her supervisor (or, if one of the Head Coaches, the other Head Coach) as soon as possible so that arrangements may be made to cover his or her coaching duties.

Paid Days off for Salaried Employees. Salaried employees shall be entitled to 12 days (i.e., two work weeks) of paid time off, exclusive of holidays (see below for holiday terms), in the first swim year (September 1 through August 31) of their employment (with such number being reduced, pro rata, for an employee who begins employment other than at the beginning of a swim year), increasing by one paid day off for each swim year of employment after the first up to a maximum of 24 days (i.e., four work weeks) in any given swim year. No paid days off may be taken in the first 90 calendar days of an employee’s employment and no more than 6 days (i.e., one work week) may be taken in the first six months of an employee’s employment. Paid days off may be used for any purpose (including vacation, sick days, or any other reason) and, other than as set forth in the preceding sentence, may be taken at the choosing of the employee; provided, however, that the Team Manager shall ensure that appropriate coverage is provided for any Team Manager duties that must be performed during his or her paid days off and that each coach shall ensure that appropriate coaching coverage for practices and meets is arranged with other coaches for his or her paid days off. Paid days off must be used within the swim year in which they accrue and will not be carried over to following years. If an employee terminates employment with NJST after six months of service, such employee will be paid for the pro rata paid days off earned, but not used, by such employee for that swim year. If an employee terminates employment before the end of the initial six months, that employee will not be paid for any accumulated but unused paid days off.

“Down time”, should it occur, following the Short Course Season or Long Course Season or during the Christmas or Spring Break, is not counted against a salaried employee’s paid days off. A salaried employee may be asked to perform NJST-related activities during the “down time” unless such employee has requested that time as time off. These activities may include preparations for the following swim season (such as helping with registration details and making arrangements for the upcoming season’s practices) and administrative duties (such as returning phone calls from potential new swimmers, attending Board meetings, providing written reports to the Board, and helping to prepare the following year’s budget). “Down time” may also be used for attending continuing professional training, subject to prior approval (see below for continuing professional training terms).

Hourly employees shall not be entitled to any paid days off under this “Paid Days off for Salaried Employees” provision.

Bereavement Leave. All employees shall be entitled to up to 3 days of paid bereavement leave in the event of a death in the immediate family. If the funeral is to be held outside the State of Colorado, additional paid bereavement leave may be given, in the discretion of the Executive Committee. Such bereavement leave will not count against a salaried employee’s paid days off for that swim year. For purposes of this paragraph, “immediate family” shall mean such employee’s: spouse or domestic partner, parent, grandparent, parent-in-law, child, stepchild, grandchild, sibling, or any other member of the employee’s household.

Other Time Off. Upon an employee's request, NJST will grant each employee such other paid or unpaid leave as may be required by then-applicable Colorado state or federal law.

Unpaid Leave of Absence. Any employee may request leave without pay, not to exceed two months, from the Executive Committee (for the Head Senior Coach, Head Age Group Coach, and Team Manager) or from his or her supervisor (for all other employees). Any such leave of 12 working days or less will be considered a short-term leave and the employee will continue to accumulate paid days off, to be covered by employee insurance coverage, and to receive all other benefits during such leave (so long as the employee would otherwise have been entitled to such days, insurance, and other benefits). Any such leave over 12 working days will be considered a long-term leave and all employee benefits (including paid days off accumulation and insurance coverages) will cease during such time period.

Calculating Pay for Hourly Employees. For an hourly employee receiving compensation for days off under the "Bereavement Leave" or "Other Time Off" provisions above, the compensation shall equal such employee's hourly wage multiplied by the number of hours that such employee would have worked on that day, on average, had he or she not been absent from work.

Holidays. Holidays recognized by NJST are: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving; and Christmas. The Head Senior Coach and Head Age Group Coach will determine on which holidays, if any, practices for their and their supervised employees' groups will be held. Hourly employees required to work on a holiday will receive time and a half pay for the hours worked that day. Hourly employees who do not work on a holiday will not receive compensation for the holiday.

Injuries on the Job. If an employee sustains an occupational injury or illness, he or she may be eligible for compensation in accordance with Colorado state law. In such instance, the employee must report the incident to a member of the Executive Committee and to the Team Manager immediately so that the appropriate paperwork may be completed.

Continuing Professional Training. NJST encourages each employee to pursue continuing professional training. Employee requests for time off and/or money to attend such training shall be submitted to the Executive Committee. Approval of such requests will be based on several factors, including the employee's length of service, relevance of the training to such employee's job duties, recommendation of the employee's supervisor, the length of time since such employee's last training, the cost of tuition, supplies, and travel, and the then-current financial situation of NJST. NJST will endeavor to pay for continuing professional training for at least one salaried coach and one hourly coach each year. Hourly employees will not receive hourly compensation for the time spent at such training; but their expenses may be reimbursed in accordance with this paragraph. Reimbursements of training-related expenses by NJST will be contingent upon the employee's successful completion of the training. Within one month after completion of the training, each participating employee shall provide the Board with a written report which summarizes the training received and makes recommendation to the Board with respect to whether or not NJST should implement any of the ideas presented at the training.

Travel and Expenses. Employees may be required to travel and incur out-of-pocket expenses in the performance of their duties. NJST-related travel outside of the Denver-metropolitan area must be approved in advance by the Executive Committee. When seeking such approval, the employee must provide the Executive Committee with an estimate of his or her expenses for such trip. Expenses for travel to meets shall be reimbursed in accordance with NJST's Travel and Meet Expense Policy and Per Diem and Mileage Reimbursement Policy.

Driving. An employee who is driving swimmers as part of his or her NJST duties shall have a valid driver's license and proof of automobile insurance (with limits not less than the minimum then required by Colorado state law).

Grievance. If an employee has a grievance, the employee shall first discuss the grievance with the Executive Committee or a member of the Executive Committee (for the Head Senior Coach, Head Age Group Coach, or Team Manager) or his or her supervisor (for all other employees). If the grievance is not resolved through such discussions, the employee may present his or her grievance in writing to the Board. The decision of the Board shall be final. An individual must be currently employed by NJST to file a grievance. No employee who files a grievance will be discharged or otherwise disciplined by NJST solely by reason of filing the grievance.

General. The policies, procedures and benefits contained herein (a) supersede all previous policies, procedures, and benefits related to the same subject matter, and (b) do not constitute an employment contract and are subject to change without notice at the discretion of NJST. NJST is an equal opportunity employer.

*Adopted September 27, 2008 (replaces and supersedes prior North Jeffco Personnel Policy & Procedure Manual, to be effective as of January 1, 2009.*