

UNITED WAY OF GREENWICH, INC.

Employee Handbook

Adopted by the Board of Directors on ~~January 20, 2016~~ (December 12, 2017)

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Section 1 Introduction

1.1 Employee Handbook

This Employee Handbook ("Handbook") is designed to summarize certain personnel policies and benefits of the United Way of Greenwich, Inc. ("Greenwich United Way") and to acquaint employees with many of the rules concerning employment with the Greenwich United Way. This Handbook applies to all employees, and compliance with the Greenwich United Way's policies is a condition of employment. This Handbook supersedes all previous employment policies, written and oral, express and implied. The Greenwich United Way reserves the right to rescind, delete, or add to the provisions of this Handbook from time to time in its sole and absolute discretion. This Employee Handbook is not a binding contract between the Greenwich United Way and its employees, nor is it intended to alter the at-will employment relationship between the Greenwich United Way and its employees. The Greenwich United Way reserves the right to interpret the policies in this Handbook and to deviate from them when, in its discretion, it determines it is appropriate.

For the purposes of this Handbook, all references to "year" or "years" refer to fiscal year i.e July 1 through June 30.

1.2 Changes in Policy

Since our business is constantly changing, the Greenwich United Way expressly reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document, except for the policy of at-will employment as described below. No oral statements or representations can in any way alter the provisions of this Handbook. Nothing in this employee handbook or in any other document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee. Any changes to your at-will employment status, described below, must be in writing and must be signed by the Greenwich United Way.

If you are uncertain about any policy or procedure, please check with your direct report.

1.3 Employment-At-Will

Employment with the Greenwich United Way is on an at-will basis, unless otherwise specified in a written employment agreement. You are free to resign at any time, for any reason, with or without notice. Similarly, the Greenwich United Way is free to conclude the employment relationship at any time for any lawful reason, with or without cause, and with or without notice.

Nothing in this Handbook will limit the right of either party to terminate an at-will employment. No section of this Handbook is meant to be construed, nor should be construed, as establishing anything other than an employment-at-will relationship. This Handbook does not limit management's discretion to make personnel decisions such as reassignment, change of wages and benefits, demotion, etc. No person other than the CEO or Chairman of the Board has the authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment other than at-will terms. Only the CEO or Chairman of the Board of the Greenwich United Way has the authority to make any such agreement, which is only binding if it is in writing and signed by the CEO of the Greenwich United Way.

1.4 Arbitration Policy

In consideration of your employment with the Greenwich United Way, its promise to arbitrate all employment-related disputes, and your receipt of the compensation, pay raises, and other benefits paid to you by the Greenwich United Way, at present and in the future, you agree that any and all controversies, claims, or disputes with anyone (including the Greenwich United Way and any employee, officer, director, or benefit plan of the Greenwich United Way, in their capacity as such or otherwise), whether brought on an individual, group, or class basis, arising out of, relating to, or resulting from your employment with Greenwich United Way or the termination of your employment with the Greenwich United Way, including any breach of this agreement, shall be subject to binding arbitration.

You and Greenwich United Way agree that they prefer and choose to arbitrate any dispute they may have instead of litigating in court before a judge or jury. Therefore, they agree that any claim or dispute between them or against the other or any agent or employee of the other, whether related to the employment relationship or otherwise, including those created by practice, common law, court decision, or statute, now existing or created later, including any related to allegations of violations of state or federal statutes related to discrimination, and all disputes about the validity of this arbitration clause, shall be resolved exclusively by binding arbitration by the American Arbitration Association under its Employment Arbitration Rules and Mediation Procedures and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. (The Greenwich United Way agrees to pay three-quarters (3/4) of all direct costs of arbitration.) Fees paid are subject to the award of fees by the arbitrator, as provided by law and arbitration rules. In the event a court having jurisdiction finds any portion of this agreement unenforceable, that portion shall not be effective and the remainder of the agreement shall remain effective.

This Employee Handbook, and without limitation this arbitration provision, shall be governed by and interpreted in accordance with the laws of the State of Connecticut.

By signing this agreement, the parties agree NOT to sue each other in court and have their case decided by a judge or jury.

1.5 Annual Campaign

The community looks to Greenwich United Way employees for leadership in accomplishing the agency's goals and objectives. Accordingly, the Greenwich United Way encourages each employee to make a contribution to the annual campaign.

Section 2 Employment Policies

2.1 Employee Classifications

The following terms are used to describe employees and their employment status:

Exempt Employees - Employees whose positions meet specific tests established by the Federal Labor Standards Act ("FLSA") and Connecticut state law. In general, exempt employees are those engaged in executive, managerial, high-level administrative and professional jobs who are paid a

fixed salary and perform certain duties. In addition, certain commissioned sales employees and highly paid computer professionals are exempt. Exempt employees are not subject to the minimum wage and overtime laws.

Nonexempt Employees - Employees whose positions do not meet specific tests established by the FLSA and Connecticut state law. All employees who are covered by the federal or state minimum wage and overtime laws are considered nonexempt. Employees working in nonexempt jobs are entitled to be paid at least the minimum wage per hour and a premium for overtime.

Full-Time Employees - Employees who are not temporary employees, independent contractors, or independent consultants and who are regularly scheduled to work a schedule of at least 30 hours per work week.

Part-Time Employees - Employees who are not temporary employees, independent contractors, or independent consultants and who are regularly scheduled to work less than 30 hours per work week.

Temporary Employees - Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project. Employment assignments in this category are of limited duration and the temporary employee can be let go before the end of the defined period. Short term assignments generally are periods of six (6) months or less, however, such assignments may be extended. All Temporary employees are at-will regardless of the anticipated duration of the assignment (see Employment-at-Will Policy). Temporary employees retain that status unless and until notified in writing of a change.

Independent Contractor or Consultant - These individuals are not employees of the Greenwich United Way and are self-employed. An independent contractor or consultant is engaged to perform a task according to his/her own methods and is subject to control and direction only as to the results to be accomplished. Independent contractors or consultants are not entitled to benefits.

Each employee will be advised of his or her status at the time of hire and any change in status. Regardless of the employee's status, the employee is employed at-will and the employment relationship can be terminated by the Greenwich United Way or the employee at any time, with or without cause and with or without notice.

2.2 Equal Employment Opportunity & Americans with Disabilities Act.

It is the policy of the Greenwich United Way to provide equal employment opportunities to all employees and employment applicants without regard to unlawful considerations of race, religion, creed, color, national origin, sex, pregnancy, sexual orientation, gender identity, age, ancestry, physical or mental disability, genetic

information, marital status or any other classification protected by applicable local, state or federal laws. This policy prohibits unlawful discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. This policy applies to all aspects of employment, including, but not limited to, hiring, job assignment, working conditions, compensation, promotion, benefits, scheduling, training, discipline and termination.

The Greenwich United Way expects all employees to support our equal employment opportunity policy, and to take all steps necessary to maintain a workplace free from unlawful discrimination and harassment and to accommodate others in line with this policy to the fullest extent required by law. For example, the Greenwich United Way will make reasonable accommodations for employees' observance of religious holidays and practices unless the accommodation would cause an undue hardship on the Greenwich United Way's operations. If you desire a religious accommodation, you are required to make the request in writing to your manager as far in advance as possible. You are expected to strive to find co-workers who can assist in the accommodation (e.g. trade shifts) and cooperate with the Greenwich United Way in seeking and evaluating alternatives.

Moreover, in compliance with the Americans with Disabilities Act (ADA), the Greenwich United Way provides reasonable accommodations to qualified individuals with disabilities to the fullest extent required by law. The Greenwich United Way may require medical certification of both the disability and the need for accommodation. Keep in mind that the Greenwich United Way can only seek to accommodate the known physical or mental limitations of an otherwise qualified individual. Therefore, it is your responsibility to come forward if you are in need of an accommodation. The Greenwich United Way will engage in an interactive process with the employee to identify possible accommodations, if any will help the applicant or employee perform the job.

2.3 Confidentiality.

In the course of employment with the Greenwich United Way, employees may have access to "Confidential Information" regarding the Greenwich United Way, which may include its business strategy, future plans, financial information, contracts, suppliers, stakeholders, personnel information or other information that the Greenwich United Way considers proprietary and confidential. Maintaining the confidentiality of this information is vital to the Greenwich United Way's competitive position in the non-profit sector and, ultimately, to its ability to achieve financial success and stability. Employees must protect this information by safeguarding it when in use, using it only for the business of the Greenwich United Way and disclosing it only when authorized to do so and to those who have a legitimate business need to know about it. This duty of confidentiality applies whether the employee is on or off the Greenwich United Way's premises, and during and even after the end of the employee's employment with the Greenwich United Way. This duty of confidentiality also applies to communications transmitted by the Greenwich United Way's electronic communications. See also Internet, Email and Computer Use policy, herein.

As a condition of employment with the Greenwich United Way, all employees must sign a Confidentiality Agreement.

2.4 Employment of Minors.

The FLSA's child labor provisions, which the Greenwich United Way strictly adheres to, are designed to protect the educational opportunities of youth and prohibit their employment in jobs that are detrimental to their health and safety. Generally speaking, the FLSA sets the minimum age for employment (14 years for non-agricultural jobs), restricts the hours youth under the age of 16 may work, and prohibits youth under the age of 18 from being employed in hazardous occupations. In addition, the FLSA establishes subminimum wage standards for certain employees who are less than 20 years of age, full-time students, student learners, apprentices, and workers with disabilities. Employers generally must have authorization from the U.S. Department of Labor's Wage and Hour Division (WHD) in order to pay sub-minimum wage rates.

2.5 Employment of Relatives.

The Greenwich United Way recognizes that the employment of relatives in certain circumstances, such as when they will work in the same department, supervise or manage the other, or have access to confidential or sensitive information regarding the other, can cause problems related to supervision, safety, security or morale, or create conflicts of interest that materially and substantially disrupt the Greenwich United Way's operations. When the Greenwich United Way determines any of these problems will be present, it will decline to hire an individual to work in the same department as a relative. Relatives subject to this policy include: father, mother, sister, brother, current or prior spouse or domestic partner, child (natural, foster, or adopted), current or prior mother-in-law, current or prior father-in-law, grandparent, or grandchild. If present employees become relatives during employment, the Greenwich United Way should be notified so that we may determine whether a problem involving supervision, safety, security or morale, or a conflict of interest that would materially and substantially disrupt the Greenwich United Way's operations exists. If the Greenwich United Way determines that such a problem exists, the Greenwich United Way will take appropriate steps to resolve the problem, which may include reassignment of one relative (if feasible) or asking for the resignation of one of the relatives.

2.6 Introductory Period.

The first 90 days of employment are considered an introductory period for all newly hired employees. During this time, you will learn your new responsibilities, get acquainted with fellow employees, and determine whether you are happy with the position. Also, during this time, your manager will monitor your performance. Upon completion of the introductory period, your manager will review your performance. If the Greenwich United Way finds your performance satisfactory and decides to continue your employment, you will be advised of any improvements expected. This is also an opportunity for you to make suggestions to improve the Greenwich United Way's efficiency and operations. Completion of the introductory period does not entitle you to remain employed by the Greenwich United Way for any definite period of time, but instead allows both you and the Greenwich United Way to evaluate whether or not you are right for the position. Your status as an at-will employee does not change - the employment relationship may be terminated with or without cause and with or without advance notice, at any time by you or the Greenwich United Way.

2.7 Personnel Records and Employee References.

The Greenwich United Way maintains a personnel file and payroll records for each employee as required by law. Personnel files and payroll records may be maintained with a third party provider. Personnel files and payroll records are the property of the Greenwich United Way and may not be removed from Greenwich United Way premises without written authorization. Because personnel files and payroll records are confidential, access to the records is restricted. Disclosure of personnel information to outside

sources will be restricted. However, the Greenwich United Way will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.

Employees may contact their direct report to request a time to review their payroll records and/or personnel file. With reasonable advance notice and no more than twice per calendar year, an employee may review his or her own records in the Greenwich United Way's offices during regular business hours and in the presence of an individual appointed by the Greenwich United Way to maintain the records. You also have the right to obtain a copy of your personnel files, but you may be required to pay for any such copies. You may add your comments to any disputed item in the file.

By policy, the Greenwich United Way will provide only the former or present employee's dates of employment and position(s) held with the Greenwich United Way. Compensation information may also be verified if written authorization is provided by the employee.

2.8 Privacy

The Greenwich United Way is respectful of employee privacy. All employee demographic and personal information will be shared only as required in the normal course of business. Healthcare enrollment information is kept separate from other human resources files and records. Workers' Compensation information is not considered private healthcare information; however, this information will be released only on a need-to-know basis.

The Greenwich United Way does not make or receive any private healthcare information through the course of normal work. If any employee voluntarily shares private healthcare information with a member of management, this information will be kept confidential. If applicable, the Greenwich United Way will set up guidelines for employees and management to follow to ensure that Greenwich United Way employees conform to the requirements of the Health Insurance Portability and Accountability Act (HIPAA).

2.9 Immigration Law Compliance.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 on the date of hire and present documentation establishing identity and employment eligibility within three business days of date of hire. Former employees who are rehired must also complete an I-9 form if they have not completed an I-9 form with the Greenwich United Way within the past three years, or if their previous I-9 form is no longer retained or valid. You may raise questions or complaints about immigration law compliance without fear of reprisal.

2.10 Political Neutrality.

Maintenance of individual freedom and our political institutions necessitates broad scale participation by citizens concerning the selection, nomination and election of our public office holders. The Greenwich United Way will not discriminate against any employee because of identification with and support of any lawful political activity. Greenwich United Way employees are entitled to their own personal political position. The Greenwich United Way will not discriminate against employees based on their lawful political activity engaged in outside of work. If you are engaging in political activity, however, you should always

make it clear that your actions and opinions are your own and not necessarily those of the Greenwich United Way, and that you are not representing the Greenwich United Way.

2.11 Conflicts of Interest

No employee shall accept outside paid employment, honorarium(s), or fee(s) which could be construed as a conflict of interest with the goals and objectives of the Greenwich United Way or affect the employee's job performance during the standard work period without the prior written approval of the CEO or by the Chairman of the Board.

An employee may not serve on a board or committee of (i) any organization receiving Greenwich United Way funds; (ii) any organization that reasonably may apply for Greenwich United Way funds; and/or (iii) the Town of Greenwich which board or committee regularly conducts business which impacts not-for-profit agencies within the Town of Greenwich, all except with the prior written approval of the CEO or the Chairman of the Board.

Section 3 Hours of Work and Payroll Practices

3.1 Pay Periods and Paydays.

Employees are paid on a bi-monthly basis. All employees will be paid on the 15th and the last day of the month. All employees are paid by direct deposit or check on the above-mentioned payday. If the regular payday falls on a weekend or Greenwich United Way holiday, employees will be paid on the last business day before the holiday and/or weekend.

3.2 Overtime.

Nonexempt employees will be paid in accordance with federal and Connecticut state law. In Connecticut, with some exceptions, each employer shall pay one and one-half times the employee's regular rate of pay after 40 hours in the workweek. Overtime pay is due for actual hours worked over 40. There is no requirement to pay overtime on a daily basis, weekends, or holidays except by agreement.

All overtime work by nonexempt employees must be authorized in advance by their manager. Only hours actually worked will be used to calculate overtime pay.

3.3 Rest and Meal Periods.

All rest and meal periods will be in accordance with Connecticut state law.

Nonexempt employees scheduled to work 8 hours or more consecutive hour period will be provided a one (1) hour paid meal period after the first two hours of work and before the last two hours of work..

3.4 Check-In Log

Nonexempt employees are required to keep an accurate and complete record of their attendance and hours worked. "Check-In Logs" are official business records and may not be altered without the approval of the employee's direct report and may not be falsified in any way.

3.5 Payroll Deductions.

Various payroll deductions are made each payday to comply with federal and state laws pertaining to taxes and insurance. Deductions will be made for the following: Federal and State Income Tax Withholding, Social Security, Medicare, State Disability Insurance & Family Temporary Disability Insurance, and other items designated by you or required by law (including a valid court order). You can adjust your federal and state income tax withholding by completing the proper federal or state form and submitting it to your direct report. At the start of each calendar year, you will be supplied with your Wage and Tax Statement (W-2) form for the prior year. This statement summarizes your income and deductions for the year.

3.6 Wage Garnishment.

A garnishment is a court order requiring an employer to remit part of an employee's wages to a third party to satisfy a just debt. Once the Greenwich United Way receives the legal papers ordering a garnishment, we are required by law to continue making deductions from your check until we have withheld the full amount or until we receive legal papers from the court to stop the garnishment. Even if you have already paid the debt, we still need the legal papers to stop the garnishment.

3.7 Direct Deposit.

All employees are encouraged, but not required, to use direct deposit and have their paychecks deposited into a bank account of an accredited participating bank or credit union.

3.8 Reimbursable expenses

Employees may be eligible for on-the-job expense reimbursement only if such expenses are pre-approved in writing by the employee's direct report and proper documentation is provided evidencing such expenses.

3.9 Office Closure

Greenwich United Way offices will be closed in emergency situations only at the discretion of the CEO or his/her designate. Employees will be sent an email or phone communication from the CEO or his /her designate about such closing.

The safety of employees is paramount in the decision to come to work during inclement weather. The office will automatically close if a declaration by the Governor of State of Connecticut is made stating that "all non-essential employees need not report to work" or "the time that employees can leave work". If the employee chooses to stay home and the office is not closed, that time will be deducted from PTO, if available or considered leave without pay.

Section 4 Standards of Conduct and Employee Performance

4.1 Anti- Harassment and Discrimination.

The Greenwich United Way is committed to providing a work environment free of sexual or any form of unlawful harassment or discrimination. Harassment or unlawful discrimination against individuals on the

basis of race, religion, creed, color, national origin, sex, pregnancy, sexual orientation, gender identity, age, ancestry, physical or mental disability, genetic information, marital status or any other classification protected by local, state or federal laws is illegal and prohibited by Greenwich United Way policy. Such conduct by or towards any employee, contract worker, volunteer, intern, vendor or anyone else who does business with the Greenwich United Way will not be tolerated. Any employee or contract worker who violates this policy will be subject to disciplinary action, up to and including termination of his or her employment or engagement. To the extent a vendor or other person with whom the Greenwich United Way does business engages in unlawful harassment or discrimination, the Greenwich United Way will take appropriate corrective action.

Prohibited Conduct:

Prohibited harassment or discrimination includes any verbal, physical or visual conduct based on sex, race, age, national origin, disability or any other legally protected basis if:

- a. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or engagement;
- b. submission to or rejection of such conduct by an individual is used as a basis for decisions concerning that individual's employment or engagement; or
- c. it creates a hostile or offensive work environment.

Prohibited harassment includes (but is not limited to) unwelcome sexual advances, requests for sexual favors and lewd, vulgar or obscene remarks, jokes, posters or cartoons, and any unwelcome touching, pinching or other physical contact. Other forms of unlawful harassment or discrimination may include racial epithets, slurs and derogatory remarks, stereotypes, jokes, posters or cartoons based on race, national origin, age, disability, marital status or other legally protected categories. Prohibited harassment might also be transmitted using the Greenwich United Way's electronic communications system, or through other on-line conduct.

Complaint Procedure:

Employees, interns or contract workers who feel that they have been harassed or discriminated against, or who witness any harassment or discrimination by an employee, intern, contract worker, customer, vendor or anyone else who does business with the Greenwich United Way, should immediately report such conduct to their direct report or any other member of management. Do not allow an inappropriate situation to continue by not reporting it, regardless of who is creating the situation. No employee, intern, contract worker, customer, vendor or other person who does business with this organization is exempt from the prohibitions in this policy. In response to every complaint, the Greenwich United Way will conduct an investigation which may involve interviewing witnesses if warranted and, if improper conduct is found, take appropriate corrective action.

To the extent that an employee, intern, or contract worker is not satisfied with the Greenwich United Way's handling of a harassment or discrimination complaint, he or she may also contact the appropriate state or federal enforcement agency for legal relief.

4.2 Whistle Blower Policy

Greenwich United Way requires directors, officers and employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As employees and representatives of the Greenwich United Way, we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations.

This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns internally so that Greenwich United Way can address and correct inappropriate conduct and actions. It is the responsibility of all board members, officers, employees and volunteers to report concerns about violations of Greenwich United Way's code of ethics or suspected violations of law or regulations that govern Greenwich United Way's operations.

It is contrary to the values of Greenwich United Way for anyone to retaliate against any board member, officer, employee, or volunteer who in good faith reports an ethics violation, or a suspected violation of law, such as a complaint of discrimination, or suspected fraud, or suspected violation of any regulation governing the operations of Greenwich United Way. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment.

Greenwich United Way has an open door policy and suggests that employees share their questions, concerns, suggestions or complaints with their direct report. If you are not comfortable speaking with your direct report or you are not satisfied with your direct report's response, you are encouraged to speak with the CEO or Chairman of the Board. Supervisors and managers are required to report complaints or concerns about suspected ethical and legal violations in writing to the CEO who has the responsibility to investigate all reported complaints. Employees with concerns or complaints may also submit their concerns in writing directly to their direct report or the CEO.

The CEO shall also be the Greenwich United Way's Compliance Officer and will be responsible for ensuring that all complaints about unethical or illegal conduct are investigated and resolved. The Compliance Officer will advise the Chairman of the Board of all complaints and their resolution and will report at least annually to the Audit Committee on compliance activity relating to accounting or alleged financial improprieties.

The CEO shall immediately notify the Audit Committee of any concerns or complaint regarding corporate accounting practices, internal controls or auditing and work with the committee until the matter is resolved.

Anyone filing a written complaint concerning a violation or suspected violation must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

Violations or suspected violations may be submitted on a confidential basis by the complainant. Reports of violations or suspected violations will be kept confidential to the extent possible,

consistent with the need to conduct an adequate investigation.

The CEO will notify the person who submitted a complaint and acknowledge receipt of the reported violation or suspected violation. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.

4.3 Code of Ethics

The Greenwich United Way Code of Ethics contains broad principles reflecting the types of behavior the Greenwich United Way expects towards constituents, donors, employees, peers and the public. This policy is not intended as a stand-alone policy. It does not embody the totality of the Greenwich United Way ethical standards, nor does it answer every ethical question or issue that might arise. Rather, it is one element of a broader effort to create and maintain a quality organization that gives ethical conduct the highest priority. This Code will be reviewed by the Board periodically.

Board members, committee members and staff should:

- a. Listen to our stakeholders and make all reasonable efforts to satisfy their needs and concerns within the scope of our mission, and to strive for excellence and innovation and demonstrate professional respect and responsiveness to constituents, donors and others.
- b. Make an effort to understand, respect and support our constituents from other cultures, exemplified by the contributions of our staff and executive leadership, and to contribute to an organizational culture that respects the diverse, individual contributions of staff and leadership.
- c. Respect the confidentiality of sensitive information about the Greenwich United Way, its members, constituents, donors, board and employees.
- d. Comply with applicable federal, state and local laws, regulations and fiduciary responsibilities in an effort to create transparency in all of our operations.
- e. For the members of the Board, provide credible and effective oversight to the organization's work without personal bias.
- f. Not accept commissions, gifts, payments, loans, promises of future benefits or other items of value from anyone who has or may seek some benefit from the Greenwich United Way in return, other than occasional gifts of nominal value that are in keeping with good business ethics.
- g. Abide by the governing documents and policies of the Greenwich United Way.
- h. Be accountable for adhering to this Code of Ethics.
- i. Implement and follow a Conflict of Interest Policy.
- j. Implement and follow a Whistleblower Policy.

k. Act at all times in accordance with the highest ethical standards and in the best interest of the Greenwich United Way, its members, constituents, donors and reputation.

l. Openly and honestly tell the truth.

m. Honor our commitments and promises to the best of our abilities.

n. Appropriately acknowledge contributions from other individuals and organizations who help facilitate the goals of the Greenwich United Way.

o. Not be deceptive in our fundraising activities or in prospecting for new members to join the Greenwich United Way.

p. Advocate for all nonprofit organizations, but not for any specific initiative - being respectful to the sector as a whole.

q. Not lobby with the intent to influence individual candidates.

The Greenwich United Way management is responsible for communicating this Code of Ethics to all members of the board of directors, standing committee members, as well as staff, staff interns and staff volunteers and for ensuring its adherence at all times.

4.4 Attendance.

Punctuality and regular attendance are essential to the successful operation of the Greenwich United Way's business. If an employee is unable to report to work (or to report to work on time) for any reason, the employee must notify his or her direct report before his or her starting time. If an employee desires to leave work for any reason during the workday, the employee must obtain the approval of his or her direct report prior to leaving. Excessive absenteeism or tardiness may subject the employee to disciplinary action, up to and including termination.

4.5 Discipline and Standards of Conduct.

As an at-will employer, the Greenwich United Way may impose discipline whenever it determines it is necessary or appropriate. Discipline may take various forms, including verbal counseling, written warnings, suspension, demotion, transfer, reassignment or termination. The discipline imposed will depend on the circumstances of each case; therefore, discipline will not necessarily be imposed in any particular sequence. Moreover, at any time the Greenwich United Way determines it is appropriate, an employee may be terminated immediately.

Every organization must have certain standards of conduct to guide the behavior of employees. Although there is no possible way to identify every rule of conduct, the following is an illustrative list (not intended to be comprehensive or to limit the Greenwich United Way's right to impose discipline for any other conduct it deems inappropriate). Keep in mind that these standards of conduct apply to all employees whenever they are on Greenwich United Way property and/or conducting Greenwich United Way business (on or off

Greenwich United Way property). Engaging in any conduct the Greenwich United Way deems inappropriate may result in disciplinary action, up to and including termination.

- a. Dishonesty;
- b. Falsification of Greenwich United Way records;
- c. Unauthorized use or possession of property that belongs to the Greenwich United Way, a coworker, or of the public;
- d. Possession or control of illegal drugs, weapons, explosives, or other dangerous or unauthorized materials;
- e. Fighting, engaging in threats of violence or violence, use of vulgar or abusive language, horseplay, practical jokes or other disorderly conduct that may endanger others or damage property;
- f. Insubordination, failure to perform assigned duties or failure to comply with the Greenwich United Way's health, safety or other rules;
- g. Unauthorized or careless use of the Greenwich United Way's materials, equipment or property;
- h. Unauthorized and/or excessive absenteeism or tardiness;
- i. Lack of teamwork, poor communication, unsatisfactory performance, unprofessional conduct, or conduct improper for the workplace;
- j. Sexual or other illegal harassment or discrimination;
- k. Unauthorized use or disclosure of the Greenwich United Way's confidential information;
- l. Violation of any Greenwich United Way policy.

4.6 Dress Code.

What we wear to work is a reflection of the pride we have in our Greenwich United Way, in what we do, and in ourselves. Although dress code requirements will vary according to job responsibilities, we ask that your appearance at all times show discretion, good taste, and appropriateness for the safe performance of your job.

4.7 Safety.

The Greenwich United Way is committed to providing a safe workplace. Accordingly, the Greenwich United Way emphasizes "safety first." It is the employee's responsibility to take steps to promote safety in the workplace and work in a safe manner. By remaining safety conscious, employees can protect themselves and their coworkers. Employees are expected to promptly report all unsafe working conditions, accidents and injuries, regardless of how minor so that any potential hazards can be corrected.

4.8 Substance ~~and~~ Abuse.

The Greenwich United Way is committed to providing its employees with a safe and productive work environment. In keeping with this commitment, it maintains a strict policy against the use of alcohol and the unlawful use of drugs in the workplace. Consequently, no employee may consume or possess alcohol, or use, possess, sell, purchase or transfer illegal drugs at any time while on the Greenwich United Way's premises or while using the Greenwich United Way vehicles or equipment, or at any location during work time.

No employee may report to work with illegal drugs (or their metabolites) or alcohol in his or her bodily system. The only exception to this rule is that employees may engage in moderate consumption of alcohol that may be served and/or consumed as part of an authorized Greenwich United Way social or business event. "Illegal drug" means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained. It includes prescription drugs not being used for prescribed purposes or by the person to whom it is prescribed or in prescribed amounts. It also includes any substance a person holds out to another as an illegal drug.

Any violation of this policy will result in disciplinary action, up to and including termination.

As part of our efforts to keep this environment safe and free of illegal drug use, we will conduct random and intermittent drug tests of all employees in positions where the safety or security of the employee or others is an issue.

In addition, we may ask any employee, regardless of job responsibilities, to submit to a drug test in the following circumstances:

- When we suspect that the employee is under the influence of illegal drugs
- When we suspect that the employee has been involved in the sale, purchase, use, or distribution of illegal drugs on the worksite or while performing job duties
- When the employee has been involved in a workplace accident or incident
- When the employee has been involved in an accident or incident offsite but while on Greenwich United Way business, or
- When the employee has violated a safety rule

Any employee who feels he or she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is strongly encouraged to seek assistance before a violation of this policy occurs. Any employee who requests time off to participate in a rehabilitation program will be reasonably accommodated. However, employees may not avoid disciplinary action, up to and including termination, by entering a rehabilitation program after a violation of this policy is suspected or discovered.

4.9 Workplace Searches.

All offices, desks, file drawers, cabinets, lockers, Greenwich United Way vehicles, and other Greenwich United Way equipment (including but not limited to computers, e-mail and voice mail) and facilities or any area on Greenwich United Way premises are the property of the Greenwich United Way ("Greenwich United Way Property"), such as cell phones and laptops, and are intended for business use. Employees should have no expectation of privacy with respect to Greenwich United Way property and/or items stored within Greenwich United Way Property or on Greenwich United Way premises. Inspection may be conducted at any time, without notice, at the discretion of the Greenwich United Way.

In addition, when the Greenwich United Way deems appropriate for the safety and well-being of all Greenwich United Way personnel, employees may be required to submit to searches of their

personal vehicles, parcels, purses, handbags, backpacks, brief cases, lunch boxes or any other possessions or articles brought on to the Greenwich United Way's premises.

Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. All employees must cooperate in an inspection; failure to do so is insubordination and may result in disciplinary action, up to and including termination.

4.10 Internet, Email and Computer Use Policy.

The Greenwich United Way uses various forms of electronic communication including, but not limited to: computers, tablets, email, telephones, voicemail, instant message, text message, Internet, cell phones and smart phones (hereafter referred to as "electronic communications"). The electronic communications, including all software, databases, hardware, and digital files, remain the sole property of the Greenwich United Way and are to be used only for Greenwich United Way business and not for personal use.

The following rules apply to all forms of electronic communications and media that are: (1) accessed on or from Greenwich United Way premises; (2) accessed using the Greenwich United Way computer or telecommunications equipment, or via Greenwich United Way-paid access methods; and/or (3) used in a manner which identifies the Greenwich United Way. The following list is not exhaustive and the Greenwich United Way may implement additional rules from time to time.

- a. Electronic communication and media may not be used in any manner that would be discriminatory, harassing, or obscene, or for any other purpose that is illegal, against Greenwich United Way policy, or not in the best interest of the Greenwich United Way. Employees who misuse electronic communications and engage in defamation, copyright or trademark infringement, misappropriation of proprietary or confidential information trade secrets, discrimination, harassment, or related actions will be subject to discipline, up to and including termination. Employees may not install personal software on Greenwich United Way computer systems.
- b. Employee's own electronic media may only be used during breaks. All other Greenwich United Way policies, including the Greenwich United Way's no tolerance for discrimination, harassment, or retaliation in the workplace apply.
- c. All electronic information created by any employee on Greenwich United Way premises or transmitted to Greenwich United Way property using any means of electronic communication is the property of the Greenwich United Way and remains the property of the Greenwich United Way. You should not assume that any electronic communications are private or confidential and should transmit personal sensitive information in other ways. Personal passwords may be used for purposes of security, but the use of a personal password does not affect the Greenwich United Way's ownership of the electronic information. The Greenwich United Way will override all personal passwords if necessary for any reason.

- d. The Greenwich United Way reserves the right to access and review electronic files, messages, internet use, blogs, "tweets", photos, instant messages, text messages, email, voice mail, and other digital archives, and to monitor the use of electronic communications as necessary to ensure that no misuse or violation of Greenwich United Way policy or any law occurs. All such information may be used and/or disclosed to others, in accordance with business needs and the law. The Greenwich United Way reserves the right to keep a record of all passwords and codes used.
- e. Employees are not permitted to access the electronic communications of other employees or Greenwich United Way management. No employee may install or use anonymous e-mail transmission programs or encryption of e-mail communications.
- f. Employees who use devices on which information may be received and/or stored, including but not limited to cell phones, cordless phones, portable computers, fax machines, and voice mail communications are required to use these methods in strict compliance with the Confidentiality section of this Handbook. These communications tools should not be used for communicating proprietary or confidential or sensitive information or any trade secrets.
- g. Access to the Internet, websites, and other types of Greenwich United Way-paid computer access are to be used for Greenwich United Way-related business. Greenwich United Way computers may be used for reasonable, legal and acceptable personal use during any break period.. Any information about Greenwich United Way, its products or services, or other types of information that will appear in the electronic media about the Greenwich United Way must be approved before the information is placed on any electronic information resource that is accessible to others.

4.11 Social Media Policy.

Greenwich United Way is committed to utilizing social media to enhance its profile and reputation, to listen and respond to stake holder opinions and feedback, and to drive revenue, loyalty and advocacy. We encourage employees to support our activities through their personal social networking channels while adhering to the guidelines outlined in this section.

For the purpose of this section, social media and networking refers to the use of web-based and mobile applications for social interaction and the exchange of user-generated content. Social media channels can include, but are not limited to: Facebook, Twitter, LinkedIn, Instagram, YouTube, blogs, review sites, forums, online communities and any similar online platforms.

Employees are expected to conduct themselves in a professional manner and to respect the views and opinions of others. The Greenwich United Way and its employees are committed to conducting ourselves in accordance with best industry practices in social networking, to being responsible citizens and community members, to listening and responding to feedback, and to communicating in a courteous and professional manner. Behavior and content that may be deemed disrespectful, dishonest, offensive,

harassing or damaging to the Greenwich United Way's interests or reputation are not permitted. The use of social media channels on Greenwich United Way time for personal purposes is not allowed.

Any social media contacts, including "followers" or "friends," that are acquired through accounts (including but not limited to email addresses, blogs, Twitter, Facebook, Instagram, YouTube, LinkedIn, or other social media networks) created on behalf of the Greenwich United Way will be the property of the Greenwich United Way.

Employees must not disclose private or confidential information about the Greenwich United Way, its employees, clients, suppliers or stakeholders on social networks. Employees must respect trademarks, copyrights, intellectual property and proprietary information. No third-party content should be published without prior permission from the owner.

The Greenwich United Way maintains the right to monitor Greenwich United Way-related employee activity in social networks. Violation of policy guidelines is grounds for discipline, up to and including termination.

4.12 Cell Phone Policy.

The use of personal cell phones at work is discouraged because it can interfere with work and be disruptive to others. Therefore, employees who bring personal cell phones to work are required to keep the ringer shut off or placed on vibrate mode when they are in the office, and to keep cell phone use confined to breaks and meal periods. Conversations should be had away from areas where other employees are working. When cell phone use interferes with the satisfactory performance of an employee's duties or disturbs others, the privilege of using a personal cell phone at work may be taken away and other disciplinary action, up to and including termination, may be imposed.

~~The Greenwich United Way may provide cell phone allowances to employees in certain positions in an effort to improve efficiency and effectiveness. When cell phones are used for Greenwich United Way business, employees must comply with all Greenwich United Way policies governing conduct, including our policies prohibiting discrimination, harassment, and violence in the workplace. When using the cell phone in a public place, please remember to maintain the confidentiality of any private or confidential business information. As a courtesy to others, please shut cell phones off or place on vibrate mode during meetings.~~

4.13 Performance Evaluations.

Performance evaluations will be the responsibility of each employee's direct report and will be documented on a prescribed form and will become part of the employee's personnel file. Performance evaluations will occur each year and will be scheduled with the employee upon no less than 30 days prior notice. The Board of Directors will prescribe a process to conduct a performance evaluation of the CEO annually as indicated by the bylaws.

Section 5 Employee Benefits and Services

5.1 Generally.

Aside from those benefits required by state and federal regulations, Greenwich United Way also offers additional benefits for its full-time employees. Greenwich United Way may, at its sole discretion, extend select benefits to part-time employees who are exempt or nonexempt. From time to time, benefits may be added or deleted from the benefits package. The Greenwich United Way reserves the right to make such changes.

This Handbook does not contain the complete terms and/or conditions of any of the Greenwich United Way's current benefit plans. It is intended only to provide general explanations. For information regarding employee benefits and services, employees should contact your direct report.

5.2 Group Health Insurance.

Greenwich United Way offers a group health plan for eligible employees. The Greenwich United Way's group health insurance plan is offered through Anthem Blue Cross Blue Shield. For more information, refer to the Greenwich United Way's benefits overview for complete details. [\(For full time employees only.\)](#)

5.3 Flexible Spending Account (FSA).

Under Section 125 of the IRS Code, the Greenwich United Way has set-up a flexible spending account for employees who wish to take advantage of this provision. This plan allows employees to withhold a portion of their salary on a pre-tax basis to cover the cost of qualifying insurance premiums, out of pocket medical expenses and dependent care expenses (child and/or elder care) such as day care expenses and in-home dependent care. An amount selected by the employee is deducted on a pre-tax basis to cover these expenses. Any unused amounts in the medical and dependent care account will be forfeited after the end of the plan year. [\(For full-time employees only.\)](#)

5.4 ~~403(b)~~ 401 (k) Plan.

Greenwich United Way's ~~403(b)~~ 401(k)

-Plan is a convenient payroll deductible method to help supplement employees' retirement benefits and provide a ~~long-term~~ [long-term](#) vehicle to accumulate savings. For information regarding employee benefits and services, employees should contact your direct report. [\(For full-time employees only.\)](#)

5.5 COBRA.

Under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986, if you are covered under the Greenwich United Way's group health insurance plan(s) you are entitled to continue your coverage in the event that your employment with the Greenwich United Way ends. Under COBRA, the Greenwich United Way must offer each qualified beneficiary (the employee and any covered dependents) who would otherwise lose coverage under the plan as a result of a qualifying event an

opportunity to continue their insurance coverage. A qualifying event is defined as termination of employment, a reduction in the number of hours of employment, death of covered employee, divorce or legal separation, a dependent child ceases to be dependent, eligibility of the covered employee for Medicare, or an employer's bankruptcy.

5.6 Worker's Compensation.

All states have Workers' Compensation laws whose purpose is to promote the general welfare of people by providing compensation for accidental injuries or death suffered in the course of employment. These laws are designed to provide protection to workers suffering occupational disabilities through accidents arising out of, and in the course of employment. Greenwich United Way carries Workers' Compensation Insurance for all employees and pays the entire cost of the insurance program. An employee who suffers an injury or illness in connection with the job is usually eligible to receive payment through the insurance Greenwich United Way for lost wages. In addition to disability payments, necessary hospital, medical and surgical expenses are covered under Workers' Compensation, with payments being made directly to the hospital or physician. Workers' Compensation benefits to injured workers also include assistance to help qualified injured employees return to suitable employment.

5.7 Social Security Benefits (FICA).

During your employment, you and the Greenwich United Way both contribute funds to the Federal government to support the Social Security Program. This program is intended to provide you with retirement benefit payments and medical coverage once you reach retirement age.

5.8 Unemployment Insurance.

The Greenwich United Way pays a state and federal tax to provide employees with unemployment insurance coverage in the event they become unemployed through no fault of their own or due to circumstances described by law. This insurance is administered by applicable state agencies, who determine eligibility for benefits, the amount of benefits (if any), and duration of benefits.

Section 6 Employee Leaves of Absence and Time Off

6.1 Generally.

While regular attendance is crucial to maintain business operations, the Greenwich United Way recognizes that, for a variety of reasons, employees may need time off from work. The Greenwich United Way has available a number of types of leaves of absence. Some are governed by law and others are discretionary. For all planned leaves, however, employees must submit a request at least 3 days in advance; in case of emergencies, employees should submit the request as soon as they become aware of the need for leave with a minimum of 1 hour advance notice on the same day, if possible. All leaves must have the approval of Greenwich United Way management. If, during a leave, an employee accepts another job, engages in other employment or consulting outside of the Greenwich United Way, or applies for unemployment insurance benefits, the employee may be considered to have voluntarily resigned from employment with the Greenwich United Way.

All requests for a leave of absence will be considered in light of their effect on the Greenwich United Way and its work requirements, as determined by Greenwich United Way management, which reserves the right to approve or deny such requests in its sole discretion, unless otherwise required by law. For disability-

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related leave requests, the Greenwich United Way will engage in an interactive process with the employee to determine if a leave is the most appropriate accommodation. The employee must provide a certification from his or her health care provider to the Greenwich United Way to support a leave for medical reasons. Failure to provide the required certification to the Greenwich United Way in a timely manner will result in delay or denial of leave. If an employee requires an extension of leave, the employee must request such extension and have it approved before the expiration of the currently approved leave. Please note: Paid Time Off (PTO) does not accrue during a leave of absence.

While the Greenwich United Way will make a reasonable effort to return the employee to his or her former position or a comparable position following an approved leave of absence, there is no guarantee that the employee will be reinstated to his or her position, or any position, except as required by law.

6.2 Paid Time Off

All full-time employees receive a specified number of days of Paid Time Off per fiscal year. These days can be used for any combination of sick, personal and/or vacation time. Vacation time must be scheduled in advance and is subject to the approval of the direct report. Personal time should also be scheduled in advance to the extent possible. Up to one-half of the annual allotment can be carried over into the next fiscal year, provided that there is a plan (approved by the management) to use such prior year allotment by December 31st of that year. Beyond this one-half carry over rule, there is no other provision for carrying over unused vacation, personal or sick time, and any time carried over that is not used by December 31st of the carried-over year will be forfeited by the employee. Paid Time Off is accrued on a monthly basis at a rate determined by years of service. Should an employee leave employment at the Greenwich United Way at any time during any given year, he or she will be compensated for PTO that has been carried over or earned to date in that year but not yet taken. There is no provision for payment of unused PTO from any previous years.

Full-time employees with less than five years of tenure will earn twenty days of Paid Time Off per year, accrued at a rate of 1.67 days each month. Full-time employees with more than five years but less than ten years of tenure will earn twenty-four days of Paid Time Off per year, accrued at a rate of 2 days each month. Full-time employees with more than ten years of tenure will earn thirty days of Paid Time Off per year, accrued at a rate of 2.5 days each month.

Paid Time Off for part-time employees will be accrued based on the same schedule noted above but days off earned will be pro-rated based on the number of hours worked.

EMPLOYEES HIRED PRIOR TO JULY 1, 2013: The above policy began officially on July 1, 2013. All employees of the Greenwich United Way who had carry over vacation time for the year beginning July 1, 2013 were notified that they must have a plan to use that vacation time by December 31, 2013 or it would be forfeited. Employees as of June 30, 2013 who had earned up to a maximum of fifty (50) days of unused sick time that had been accrued for possible use (only) for short term disability will retain these days, but they remain, in accordance with the then current Personnel Policies, only for use to supplement short term disability. Beginning on July 1, 2013, no further unused sick days accrue for any employee for any purpose.

6.3 Holidays.

Greenwich United Way observes the following paid holidays:

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve – ½ Day

6.4 Family and Medical Leave.

Because of the Greenwich United Way's small size, we are not required to comply with the federal Family and Medical Leave Act ("FMLA"). However, we recognize that our employees may occasionally need to take unpaid leave to care for a new child, to care for a seriously ill family member, to handle an employee's own medical issues, or to handle issues relating to a family member's military service, possibly including caring for a family member who is injured while serving in the military.

If you anticipate that you might need time off to deal with family and medical issues, please speak with your direct report. We will seriously consider every request on a case-by-case basis.

6.5 Workers' Compensation Leave.

Any employee who is unable to work due to a work related injury or illness and who is eligible for Workers' Compensation benefits will be provided an unpaid leave for the period required. The first 12 weeks will be treated concurrently as a family and medical leave under the federal Family Medical Leave Act ("FMLA") for employees eligible for FMLA leave.

6.6 Bereavement Leave.

In the event of a death in the immediate family, employees may have up to 3 working days, with pay, at their regular straight time rate or base salary, to handle family affairs and attend the funeral. "Immediate family" is defined as: father, mother, brother, sister, spouse, domestic partner, child, mother-in-law, father-in-law, grandparents and grandchildren.

6.7 Jury Duty.

U.S. citizens have a civic obligation to provide jury duty service when called. Employees are entitled up to 5 working days, with pay, at their regular straight time or base salary for jury duty.

By state law, full-time employees will receive their regular wages for the first five days of jury duty. After five days, the state will pay up to \$50 per day.

The employee must bring in the jury duty notice as soon as it is received so that appropriate arrangements can be made to cover his or her duties. Employees are required to call in or report for work on those days or parts of days when their presence in court is not required.

At-Will Employment Agreement and Acknowledgement of Receipt of Employee Handbook

Employee: [JOHN DOE]

I acknowledge that I have been provided with a copy of the Greenwich United Way (the "Greenwich United Way") Employee Handbook, which contains important information on the Greenwich United Way's policies, procedures and benefits, including the policies on Anti-Harassment/Discrimination, Substance Use and Abuse and Confidentiality. I understand that I am responsible for familiarizing myself with the policies in this handbook and agree to comply with all rules applicable to me.

I understand and agree that the policies described in the handbook are intended as a guide only and do not constitute a contract of employment. I specifically understand and agree that the employment relationship between the Greenwich United Way and me is at-will and can be terminated by the Greenwich United Way or me at any time, with or without cause or notice. Furthermore, the Greenwich United Way has the right to modify or alter my position, or impose any form of discipline it deems appropriate at any time. Nothing in this handbook is intended to modify the Greenwich United Way's policy of at-will employment. The at-will employment relationship may not be modified except by a specific written agreement signed by me and an authorized representative of the Greenwich United Way. This is the entire agreement between the Greenwich United Way and me regarding this subject. All prior or contemporaneous inconsistent agreements are superseded.

I understand that the Greenwich United Way reserves the right to make changes to its policies, procedures or benefits at any time at its discretion. However, the at-will employment agreement can be modified only in the manner specified above. I further understand that the Greenwich United Way reserves the right to interpret its policies or to vary its procedures as it deems necessary or appropriate.

I have received the Greenwich United Way Employee Handbook. I have read (or will read) and agree to abide by the policies and procedures contained in the Handbook.

By: _____ Date:
[GREENWICH UNITED WAY ADMINISTRATOR]

By: _____ Date:
[JOHN DOE]