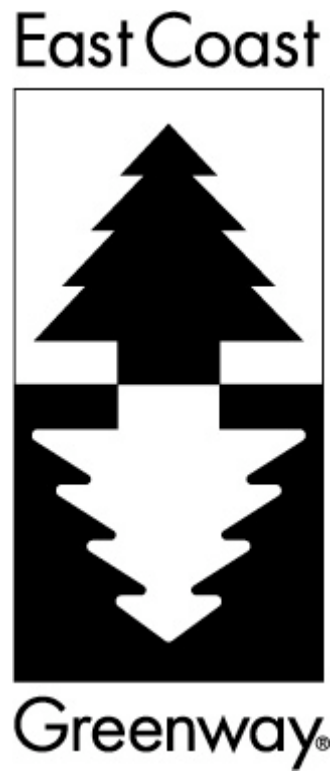


EAST COAST GREENWAY ALLIANCE, INC.

*Personnel Policies*



*Adopted by the Board of Trustees  
on March 11, 2007*

**DISCLAIMER**

THE EAST COAST GREENWAY ALLIANCE IS AN “AT-WILL” EMPLOYER. THE ECGA OR THE EMPLOYEE MAY TERMINATE EMPLOYMENT AT ANY TIME WITH OR WITHOUT CAUSE. NOTHING THAT AN EMPLOYEE MAY BE TOLD, NOR ANY DOCUMENT THAT AN EMPLOYEE MAY RECEIVE, SHOULD BE CONSTRUED TO CHANGE THE “AT-WILL” NATURE OF EMPLOYMENT WITH THE ECGA.

THE ECGA RESERVES THE RIGHT TO ADD, DELETE OR AMEND ANY POLICY AT ANY TIME. IN ADDITION, CERTAIN POLICIES MAY BE AMENDED OR PREEMPTED BY FEDERAL AND STATE LEGISLATION AND WILL BE ADMINISTERED ACCORDINGLY. EMPLOYEES TERMINATED ARE GOVERNED BY THE POLICIES IN EFFECT WHEN THEIR EMPLOYMENT ENDED.

**ANNIVERSARY DATE & REINSTATEMENT.** The anniversary date is defined as an employee's first day on the job. It will be entered into the Employee's History Folder by the Office Manager. Employees who are rehired by the ECGA after termination will lose their original anniversary date for all purposes. They will be assigned a new date corresponding to their first day on the job after being rehired.

**COMPENSATION.** The Executive Director sets all employee salaries except that of the ED, consistent with the budget for the current year adopted by the Board of Trustees.

**WORKDAY.** All regular full-time ECGA employees will be required to work a minimum of 7.5 hours a day/37.5 hours a week. The standard workweek for full-time employees is Monday through Friday from 9 am to 5 pm, but may vary according to the specific work site. This includes one-half hour of unpaid lunchtime per workday.

**GROUP HEALTH AND DENTAL PLAN.** The ECGA offers a health care and dental plan for all regular full-time (37.5 hours per week or more) and regular part-time employees (working 20 to 37 hours per week) effective immediately after the employee's date of employment. Benefits under this plan range from routine medical and dental care to hospitalization. For full time employees ECGA contributes 50% to the premium cost of the health and dental plan for the employee only. Regular part-time employees who choose to enroll in ECGA's group health plan will pay 75% of their premium and the ECGA will pay 25%. If the employee wishes to cover family members they may opt to but must pay the entire additional premium cost. Employees on staff at the time this policy is adopted will be "grandfathered in" at the coverage level agreed to upon their original employment.

**VACATION.** All regular full-time and regular part time employees are eligible for vacation leave. Eligible employees may take vacation after it has accrued. Vacation accrual begins with the first month of hire. However, it may not be used until after the first 90-days of employment. An employee will accrue vacation during any month he or she works. Vacation hours for all eligible employees accrue on the last workday of the last pay period of the month. The number of vacation days within the first and last year of employment will be pro-rated based on the total number of days of accrued service. An employee must be in an active pay status on the last workday of the month in order to accrue vacation for that month.

All eligible employees accrue paid vacation credit at the following rates:

- 10 days during first year of service
- 15 days during second through fourth year of service
- 20 days during fifth through ninth year of service

25 days after 10 years of service.

Employees who regularly work 20-27 hours per workweek are eligible for vacation credit equivalent to one-half the full-time rate; employees who regularly work 28-37 hours per workweek are eligible for vacation credit at the rate of three-fourths the full-time rate.

An employee who does not use accrued vacation time can carry it forward to the following calendar year. An employee may carry forward only the number of hours equal to one year of the employee's annual rate of vacation accrual.

Eligible employees will receive pay for those vacation days accrued, but not used at the time of terminating their employment. Vacation earnings will appear in the employee's final paycheck based on the employee's current pay rate.

An employee on extended sick leave will accrue vacation credit only for the first 30 days.

**HOLIDAYS.** The East Coast Greenway Alliance normally provides 10 paid holidays per year to all regular full-time and regular part-time employees who work at least 20 hours per week. Generally, ECGA offices will be officially closed on the following holidays:

- New Years Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

**SICK LEAVE.** The ECGA offers paid sick leave in the amount of 10 days per calendar year to all regular full-time and regular part-time employees who are absent from work because of personal illness or a disability unrelated to the employee's work. Sick leave is recorded based upon the number of hours an employee normally works per day. If an employee normally works 6 hours per day the sick time paid is 6 hours. Sick leave is accrued on the last workday of the last pay period of the month. Employees must be in an active pay status on the last payday of the month to accrue sick leave for that month. All employees are eligible to use earned paid sick leave after their first ninety (90) days of employment

Employees may carry over from one year to the next paid sick leave up to a maximum of 10 days in addition to the current year accrual. Unused sick leave will be forfeited upon termination. No employee will be allowed to overdraw sick leave without approval in writing from the Executive Director. An employee on an approved sick leave continues to accrue vacation only for the first 30 days.. The ECGA will continue an employee's health insurance coverage during an approved sick leave on the same basis as if the employee were actively working.

**JURY DUTY AND WITNESS LEAVE.** The ECGA will grant employees who have been employed with the ECGA for at least one year paid time off for the first ten (10) days of mandatory jury duty or court appearances when the employee is required to appear as a result of a court order or subpoena.

### **ECGA POLICY ON SEXUAL AND OTHER HARASSMENT.**

The ECGA is committed to maintaining a working environment that is free from sexual harassment and other types of discriminatory harassment. The ECGA's commitment begins with the recognition and acknowledgment that such harassment is unlawful. To reinforce this commitment, the ECGA has developed a policy against harassment and a reporting procedure for employees who have been subjected to or have witnessed harassment. This policy applies to all work-related settings and activities, whether inside or outside the workplace, and includes business trips and business-related social events. ECGA property (e.g. telephones, copy machines, facsimile machines, computers, and computer applications such as e-mail and internet access) may not be used to engage in conduct that violates this policy. The ECGA's policy prohibits harassment by employees and other individuals who have a relationship with the ECGA which enables the ECGA to exercise some control over the individual's conduct in places and activities that relate to ECGA's work.

**PROHIBITION OF SEXUAL HARASSMENT.** The ECGA's policy against sexual harassment prohibits sexual advances or requests for sexual favors or other physical or verbal conduct of a sexual nature, when: (1) submission to such conduct is made an express or implicit condition of employment; (2) submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual who submits to or rejects such conduct; or (3) such conduct has the purpose or effect of unreasonably interfering with an employee's work performance by creating an intimidating, hostile, humiliating, or offensive working environment.

While it is not possible to list all of the circumstances which would constitute sexual harassment, the following are some examples: (1) unwelcome sexual advances-whether they involve physical touching or not; (2) requests for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment; or (3) coerced sexual acts.

Depending on the circumstances, the following conduct may also constitute sexual harassment:

- (1) use of sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life;
- (2) sexually oriented comment on an individual's body, comment about an individual's sexual activity, deficiencies, or prowess;
- (3) displaying sexually suggestive objects, pictures, or cartoons;
- (4) unwelcome leering, whistling, deliberate brushing against the body in a suggestive manner, sexual gestures, suggestive or insulting comments;
- (5) inquires into one's sexual experience; or
- (6) discussion of one's sexual activities

It is also unlawful and expressly against ECGA policy to retaliate against an employee for making a complaint of sexual harassment or for cooperating with an investigation of a complaint of sexual harassment.

**PROHIBITION OF OTHER TYPES OF DISCRIMINATORY HARASSMENT.** It is also against ECGA policy for any employee to engage in verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, color, gender, religion, sexual orientation, age, national origin, disability, or other protected category (or that of the individual's relatives, friends, or associates) that: (1) has the purpose or effect of creating an intimidating, hostile, humiliating, or offensive working environment; (2) has the purpose or effect of unreasonably interfering with an individual's work performance; or (3) otherwise adversely affects an individual's employment opportunities.

Depending on the circumstances, the following conduct may constitute discriminatory harassment: (1) epithets, slurs, negative stereotyping, jokes, or threatening, intimidating, or hostile acts that relate to race, color, gender, religion, sexual orientation, age, national origin, or disability; and (2) written or graphic material that denigrates or shows hostility toward an individual or group because of race, color, gender, religion, sexual orientation, age, national origin, or disability which is circulated in the workplace, or placed anywhere in the ECGA's premises such as on an employee's desk or workspace or on ECGA equipment or bulletin boards or sent in an electronic mail message. Other conduct may also constitute discriminatory harassment if it falls within the definition of discriminatory harassment set forth above.

It is also against ECGA policy to retaliate against an employee for filing a complaint of discriminatory harassment or for cooperating in an investigation of a complaint of discriminatory harassment.