



**PINECREST PERMITTEES ASSOCIATION**  
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# EMPLOYEE HANDBOOK

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## **INTRODUCTION**

This Handbook contains guidelines regarding benefits which the Pinecrest Permittees Association (hereafter know as 'The Association') provides its employees, both exempt and non-exempt, as well as the policies and rules which may affect your employment by The Association.

The policies described in this Handbook take effect immediately and supersede all other policies, handbooks, summaries, memoranda and bulletins previously distributed to you, as well as any representations, both oral and written, which may previously have been made to you by a representative or agent of The Association.

This Handbook is neither to be construed as a contract nor as conferring any contract or other right, including, without limitation, a right to continued employment or employment for any specific period of time.

The benefits and policies described herein and provisions of this Handbook may, at the discretion of The Association's management, be modified, revoked or changed at any time, without notice and without written revisions of this Handbook.

Please read this Handbook carefully. If you have any questions regarding its contents, please discuss them with your supervisor or another The Association representative.

## **GENERAL EMPLOYMENT POLICIES**

**EQUAL OPPORTUNITY EMPLOYER** - The Association is an equal employment opportunity employer and does not discriminate against applicants or employees with respect to any terms or conditions of employment on account of race, color, national origin, ancestry, sex, sexual orientation, age, religion, creed, physical or mental disability, medical condition, marital status, citizenship, military service status, or any other characteristic protected by state or federal law or local ordinance.

When necessary, The Association will reasonably accommodate employees and applicants with disabilities if the person is otherwise qualified to safely perform all of the essential functions of the position.

**AT-WILL EMPLOYMENT** - Employment with The Association is on an indefinite basis and it is not for a specified period of time. It can be terminated either by you or The Association at any time with or without cause or notice. Additionally, The Association may modify your employment, including demotion, at any time with or without cause or advance notice. No one other than the President or the Chief Executive Officer of The Association may make any agreement contrary to the foregoing and any such contrary agreement can only be made in writing signed by you and either of those two individuals. Nothing in this Handbook is intended to, nor should be read to alter or modify the at-will employment relationship which The Association maintains with its employees.

**POLICY AGAINST HARASSMENT** - The Association is committed to maintaining a work environment free of unlawful harassment. The Association policy prohibits harassment because of sex (which includes sexual harassment, gender harassment and harassment due to pregnancy, childbirth or related medical conditions) and harassment because of race, religion, creed, color, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation or any other status protected by federal or state law or local ordinance or regulation. All such harassment is unlawful. The Association's policy applies to all persons involved in the operation of The Association and prohibits unlawful harassment by any employee of The Association including supervisors and co-workers.

### **Definition Of Sexual Harassment**

Sexual harassment is defined as unwelcome or unwanted advances, requests for sexual favors or any other verbal (oral or written), visual, or physical conduct of a sexual nature when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for 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.

Examples of sexual harassment may include, but are not limited to:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
- Visual conduct such as derogatory and/or sexually oriented posters, photography, cartoons, drawings or gestures;
- Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors;
- Inappropriate conduct or comments consistently targeted at only one gender, even if the content is not sexual;
- Retaliation for having reported or threatened to report sexual harassment.

This behavior is unacceptable in the workplace itself and in other workrelated settings such as business trips and business related social events. In evaluating behavior, the standard to be applied is that of a reasonable victim of the same gender as the victim.

### Reporting a Claim

When possible, you are encouraged to confront the harasser and ask him or her to stop. The harasser may not realize the advances or behavior are offensive. Sometimes a simple confrontation will end the situation. In the event that such informal, direct communication between the alleged harasser and the complainant is either ineffective or unduly difficult or awkward, a harassment complaint should be reported in the following manner.

If you believe that you have been unlawfully harassed, prepare a complaint with an accurate record of the objectionable behavior and deliver it to one of the following individuals as soon as possible after the incident:

Your immediate Supervisor or any member of The Association's Board of Directors.

Although the preparation of a written complaint is strongly encouraged, it is not a requirement of this policy. If you are reluctant to put your complaint in writing, please convey an oral complaint to any of the above-named individuals as soon as possible after the incident.

Your complaint should include details of the incident or incidents, names of the individuals involved and names of any witnesses. All complaints will be referred to an investigative committee which is compromised of (*who do we want to put on this committee?*)

and will promptly undertake a discreet, effective, thorough and objective investigation of the harassment allegations. If a complaint involves a member of the complaint investigation committee, that member shall not participate in the investigation of that complaint.

You should report all incidents you believe to be unlawful harassment, even if you were not the subject of the alleged harassment.

If The Association determines that unlawful harassment has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined by The Association to be responsible for unlawful harassment will be subject to appropriate disciplinary action, up to and including termination. Whatever action is taken against the harasser will be made known to the employee lodging the complaint.

The Association will not retaliate against you for filing a complaint, participating in an investigation or filing a complaint with the Equal Employment Opportunity Commission or the Department of Fair Employment and Housing nor will it permit retaliation by management, employees or co-workers.

The Association encourages all employees to report any incidents of harassment forbidden by this policy **immediately** so that complaints can be quickly and fairly resolved. You should also be aware that the Federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing investigate and prosecute complaints of prohibited harassment in employment. If you think you have been harassed or that you have been retaliated against for resisting or complaining, you may file a complaint with the appropriate agency. The Department of Fair Employment and Housing can be reached at (800) 884-1684; the Equal Employment Opportunity Commission can be reached at [(415) 744-6500].

**DRUG AND ALCOHOL USE** - The use, sale, possession, purchase or transfer of illegal drugs or alcohol on The Association premises, in its vehicles, whether owned, leased or rented, during or after working hours or at any Company function is strictly prohibited.

**IMMIGRATION REFORM AND CONTROL ACT** - Under the provisions of the Immigration Reform and Control Act of 1986, all employees hired after November 6, 1986 must provide, at the time of hire, proof of their identity and their authorization to work in the United States. 1-9 forms verifying identity and work authorization are to be completed and signed by each new hire.

All applicants will be considered for open positions regardless of national origin and citizenship status in accordance with the provisions of the Immigration Reform and Control Act of 1986 and all regulations promulgated thereunder.

All employees are expected to cooperate in ensuring that violations of the policy do not occur.

## **EMPLOYEE CLASSIFICATIONS**

**REGULAR FULL-TIME** - An employee who has completed the Introductory Period and is regularly scheduled to work not less than 40 hours each week.

Regular Full-Time Employees are entitled to those benefits which may be offered to such employees from time to time by The Association.

**REGULAR PART -TIME** - An employee who has completed the Introductory Period and is scheduled to work fewer than 40 hours each week. Workers' compensation, unemployment insurance, social security and leaves for pregnancy and work-related disabilities are the only benefits provided Part-Time Employees.

**TEMPORARY** - An employee who works on special projects of a short duration or on an on-call basis as needed. Workers' compensation, unemployment insurance, social security and leaves for pregnancy and work-related disabilities are the only benefits provided to Temporary Employees.

**EXEMPT** - An employee whose position meets specific exemption tests established by the California Industrial Welfare Commission ("IWC") and/or the federal Fair Labor Standards Act ("FLSA") is exempt from overtime pay requirements.

**NON-EXEMPT** - An employee whose position does not meet the specific exemption tests of the FLSA or IWC is entitled to the applicable overtime pay rate..

**INTRODUCTORY PERIOD** - Each new The Association employee's first ninety (90) days of employment is regarded as an Introductory Period during which both the employee and The Association have an opportunity to evaluate the employee's compatibility, ability and interest in the job. Benefits provided during this period are limited to those listed above for Temporary Employees and Part-Time Employees. Certain benefits are made available to Regular Full- Time Employees after completion of the Introductory Period.

## HOURS OF WORK

**STANDARD WORK WEEK** - The standard work week is comprised of \_\_\_\_\_ hours of work a day, plus \_\_\_\_\_ hour for lunch, from \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m., five days a week. *(Help is needed here since I don't know what our standard has been.)*

**MODIFIED WORK WEEK** - The standard work week may be modified if required by a particular job or department. A modified work week requires advance written approval of your supervisor and is subject to change.

**BREAKS** - Non-exempt employees who are regularly scheduled to work from six (6) to eight (8) hours per day are entitled to two ten (10) minute paid breaks, one approximately halfway through the morning shift and one approximately halfway through the afternoon shift. Non-exempt employees who work between three and one-half (3-1/2) and six (6) hours in any one day are entitled to receive one ten (10) minute break during those hours. Non-exempt employees who work in excess of five (5) hours in one day shall take an unpaid lunch break of one (1) hour. (?)

Lunch times, breaks and hours of work will be scheduled by each supervisor to best accommodate the requirements of each job.

**OVERTIME** - Overtime work is to be performed only as required or approved in writing by the department supervisor. Time cards must be signed by each employee and his/her supervisor when submitted for payment of overtime.

Non-exempt employees will receive overtime pay equal to one and one-half (1-1/2) times their regular straight time rate for hours on a given day, or in excess of eight (8) hours during a workweek, and double the regular straight time rate for hours worked in excess of twelve (12) in one day.

Exempt employees are employed in executive, managerial or administrative positions and are paid a salary for all hours worked. Neither the overtime premium nor compensatory time off is provided to exempt employees.

**TIMECARDS** - All non-exempt employees must record their time in and out of work on the appropriate form furnished by The Association. The form must note any time off due to vacation, sick leave, jury duty, disability leave, etc. Should the employee not be able to complete the form for any reason, his/her supervisor must complete the form to their best ability and the employee shall initial the form as soon as possible, assuring its accuracy.

Employees must not fill out the form for another person; such a practice will result in termination of employment of one or both parties.

## **PAYROLL**

The Association's payroll is \_\_\_\_\_; paychecks are distributed on \_\_\_\_\_ for the period ending the following [Friday]. Overtime and other adjustments are included in the following paycheck. Timecards are collected at 9:00 a.m. on the \_\_\_\_\_ preceding the [Wednesday] on which paychecks are distributed. *(Help is also needed here.)*

## **GARNISHMENTS**

If The Association receives an order to garnish your wages, it must comply with that order. A garnishment will reduce your take-home pay. Because of the time and money involved in processing garnishments, The Association may elect to discipline or discharge an employee if garnishment requests for more than one debt are received.

## **PERFORMANCE EVALUATION**

The performance of employees generally will be reviewed by the supervisors once each year. The first evaluation will be given at the end of the Introductory Period, and annually thereafter. A salary increase may or may not be given at the time of the review.

## **BENEFIT PROGRAMS**

**PAID HOLIDAYS** - Regular Full-time Employees who have been employed by The Association for more than sixty (60) days are entitled to the following paid holidays:

...  
*(I also do not know what are the paid holidays for employees. Help!)*

This schedule is subject to change. The holiday schedule is posted on the coffee mom bulletin board (?) at the start of each year.

If a holiday falls during an employee's paid vacation, he/she will be paid for the holiday. If a holiday occurs on a Saturday, usually the holiday will be observed on the preceding Friday. If a holiday occurs on a Sunday, usually the holiday will be observed on the following Monday. To receive holiday pay a Regular Full-Time Employee must work the scheduled work days immediately before and following the holiday. Part-Time and Temporary Employees and those in the Introductory Period shall receive holidays off without pay.

**VACA TION** - Regular Full-time Employees earn paid vacation leave for each year worked according to the following schedule:

Years of Completed Service	Vacation Days Earned
1 thru 5	10
6 thru 10	15
11 thru 15	20
15 and up	25

The scheduling of vacation leave must be reviewed and approved in writing by your supervisor. The Payroll Department must be notified at least two weeks in advance so that your vacation pay check can be prepared. No vacation is earned during unpaid leaves of absence. Pay in lieu of time off is not allowed. Part-Time and Temporary Employees do not earn vacation.

Vacations are to be enjoyed during the year following that in which they are earned. Employees may accumulate a maximum of one and one half years of vacation benefit. Once the maximum vacation benefit accumulation is reached, NO ADDITIONAL VACATION BENEFIT shall be earned until the accrual drops below the one and one half years maximum accrual.

Employees terminating during the year will have their vacation benefit prorated and will receive the cash value of any unused vacation.

**SICK LEAVE** - Sick leave pay is paid for time away from work due to personal illness or injury or the illness of a child, parent or spouse of an employee. After completion of the Introductory Period, Regular Full-time Employees accrue *(OK, more help required here.)* paid days of sick leave per employment year. Unused sick leave time cannot be accumulated from year to year, and will not be cashed out at anytime.

In the event of hospitalization for any length of time, an employee must provide a note from the treating physician authorizing return to full duty without restriction. The Association reserves the right to request a written physician's release to full work in the event of an illness or injury which does not require hospitalization.

## **LEAVES OF ABSENCE**

**UNPAID LEAVES** -In accordance with federal and state legislation, The Association grants unpaid leaves of absence to employees disabled on account of pregnancy as described below. Leaves of absence will also be considered in cases of medical disabilities and for a personal emergency. Except for pregnancy leave, only one leave of absence may be taken within a year. In the event time off work is required because of a disability, employees shall first use available sick leave pay, then vacation benefits followed by any available personal holidays. Upon exhaustion of these benefits, they commence the unpaid portion of the leave of absence. Employees do not accrue vacation or sick leave or earn holiday pay during an unpaid leave of absence.

Except for disability, jury duty and military duty leaves, which will be granted as specified below, requests for leaves of absence will be considered on the basis of the employee's length of service, performance, responsibility level, the reason for the request, The Association's ability to obtain a satisfactory replacement during the period of the requested leave and other business reasons. The Association has complete discretion to grant or deny any request for a personal leave of absence.

Any employee who requests an unpaid leave of absence must specify in writing the date he or she intends to return to work. Advance written approval must be obtained from the employee's supervisor and Association's General Manager in order to extend a leave. Failure either to obtain such prior written approval or to return to work on the date previously approved will be considered a voluntary termination.

**DISABILITY / PREGNANCY LEAVE OF ABSENCE** - Up to a maximum of four (4) months' disability leave will be granted to an employee whose doctor certifies that he or she is disabled from performing his or her job because of illness, injury, pregnancy and/or childbirth.

All absences attributed to the same or related condition will count toward the four month maximum and the leave need not be continuous. Other leaves may be combined pursuant to federal and state law. An employee requesting a leave must submit a written request for the leave for approval by his or her supervisor. Employees who are able to do so should obtain medical certification of the disability for submission with their request for disability leave in advance. Before returning to work after a disability leave of absence, an employee must submit a certificate signed by the treating physician specifying the date upon which the employee is able to return to work without restriction.

After a leave of four (4) months or less, the employee will be returned to his or her same job, unless The Association is, for business reasons, unable to hold the job open or

to fill it on a temporary basis or the employee is either no longer able to perform the essential functions of the job with or without reasonable accommodation, or no longer qualified for the job. Under these circumstances, The Association will offer the employee any substantially similar job, if such a job is available, and which the employee is qualified to perform. The Association cannot guarantee a position to a person who is disabled for a period of longer than four (4) months.

**ACTIVE MILITARY DUTY** - An employee, other than a Temporary Employee, who leaves his/her position due to induction into the Armed Forces of the United States for training or service, and who satisfactorily completes such training or service shall be re-employed in accordance with the Vietnam Era Veterans' Readjustment Assistance Act. To qualify for re-employment, The Association must receive a re-employment application within ninety (90) days after the employee is relieved from military training, service or hospitalization of twelve months or less, following relief from duty.

**MILITARY RESERVE DUTY LEAVE** - Members of an Armed Forces Reserve Unit, the National Guard or the Naval Militia, will be granted up to seventeen (17) unpaid days off each year to attend military training or duty.

**VOTING TIME OFF** - Employees who do not have sufficient time outside of working hours to vote, may take up to two (2) hours off, without loss of pay, to vote at either the beginning or end of the regular working shift, whichever allows sufficient time for voting and the least time off from the regular working shift. In order to receive time off for voting, an employee must obtain written approval from his/her supervisor at least two (2) working days before the election.

### **PAID LEAVES OF ABSENCE**

**JURY DUTY** - An employee receiving a jury notice must inform his or her supervisor immediately. The Association will pay its employees their regular salary for the duration of the jury duty only. Checks representing jury duty pay shall be endorsed to The Association and delivered to the Accounting Department with verification of the number of days served with an expense account form for bus fare, or automobile expenses, to and from jury duty.

**BEREAVEMENT LEAVE** - Three (3) days of leave with pay will be granted to a Regular Full-time Employee in the event of the death of his or her (1) spouse, or (2) father, mother, child, grandparents, brother or sister. Relatives in category (2) may be step-, foster or adopted relatives of the employee or his or her spouse. Subject to prior supervisory approval, one day with pay will be granted for other family members. Additional time off without pay may be given at the discretion of the department supervisor.

**PAID FAMILY LEAVE** - Paid Family Leave ("PFL") is a California State sponsored insurance program within the state disability insurance program which provides partial wage replacement for up to six weeks in any twelve month period while an employee is absent from work to care for a seriously ill or injured family member or

bonding with a minor child within one year of the birth or placement of the child in connection with foster care or adoption.

PFL, like California State Disability Insurance is administered by the California Employment Development Department to which employees make direct application for benefits. The PFL program is funded entirely through employee contributions to the California SDI fund effective January 1, 2004 via withholding from employees' payroll checks.

The right to collect benefits under the PFL program will be effective for all covered leaves of absence beginning on or after July 1, 2004. All employees are eligible to collect PFL benefits without any period of prior service with

. There is a one week waiting period for benefits each time benefits are claimed. Benefits are payable for any day in which the employee is unable to perform his or her regular customary work due to a covered absence including any day on which the participation of an employee is required to provide psychological comfort, arrange "third-party" care for his/her child, parent, spouse or domestic partner, as well as directly provide, or participate in the medical care. An employee of The Association is not eligible for PFL benefits with respect to any day that s/he:

- has received, or is entitled to receive unemployment compensation benefits;
- has received, or is entitled to receive, "other benefits" as defined in Section 2629 (primarily workers' compensation temporary or permanent disability benefits);
- has received or is entitled to receive, State Disability Insurance benefits or under a disability insurance act of any other state;
- or another family member is ready, willing and able and available for the same period of time and the day as the individual providing the required care.

After a seven day waiting period for each claim, each employee is eligible to receive benefits equal to one-seventh of his or her SDI weekly benefit amount for each full day during which he or she is unable to work due to caring for a seriously ill or injured family member or bonding with a minor child within one year of the birth or placement of the child in connection with foster care or adoption. The maximum amount payable to an individual during any disability benefit period is six times his or her (weekly benefit amount) but not more than the total wages paid to the individual during his or her disability base period. No more than six weeks of PFL insurance benefits is paid within any twelve month period which begins with the first day an employee first establishes a valid claim for PFL benefits. Periods of leave for the same care recipient within a twelve month period, periods of disability for pregnancy and periods of leave for bonding associated with the birth of that child are each considered one disability period. As a condition of an employee's initial receipt of PFL

benefits during any twelve month period, an employer may require an employee to take up to two weeks of unearned but unused vacation leave prior to the employee's initial receipt of those benefits. The first week of that vacation is applied to the waiting period. The following definitions apply to the PFL benefit:

- Child includes a biological, adopted, or foster son or daughter, a stepson or stepdaughter, a legal ward, a son or daughter of a domestic partner, or the person to whom the employee stands in local parenties.
- Domestic partner is one who qualifies under Section 297 of the Family Code.
- Parent includes a biological, foster or adoptive parent, a stepparent, a legal guardian Or other person who stood in local parenties to the employee when the employee was a child.
- Serious health condition means an illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice or residential health care facility or continuing treatment or continuing supervision by a health care provider.
- Spouse is a partner to a lawful marriage.

## **INSURANCE COVERAGES**

**MEDICAL INSURANCE** - The Association generally provides a Hospitalization and Major Medical Plan for Regular Full-time Employees. Benefits begin on the first day of the month after the completion of ninety (90) days of employment. Dependents may be covered under the same policies. Coverage may be modified or discontinued by The Association, the insurance carrier(s) or applicable legislation and is provided subject to the terms and provisions of each policy(ies) as they may be amended from time to time. The Association does not guarantee either an employee's or his/her dependent's initial or continuing eligibility or the payment of any benefit.

A detailed description of the medical insurance program is available from The Association's Human Resources Department. *(Who shall this be?)*

**STATE DISABILITY INSURANCE** - State Disability Insurance ("SDI") is payable when an employee cannot work because of sickness or injury (either mental or physical, including pregnancy, childbirth or related medical condition) not caused by his or her job. An employee cannot be paid Unemployment Insurance and SDI benefits for the same period. The SDI premium is deducted from the employee's salary.

Eligibility and extent of coverage are determined by the state of California. The first week after any injury or illness not requiring hospitalization is considered a waiting period and benefits are generally not paid for that week. Benefits are generally payable from the first day in the event of hospitalization. There is only one waiting period in

each benefit year. One should not wait to file because of the waiting period. The plan is administered by the State of California Employment Development Department and claims should be filed at that office in each county. SDI benefits must be applied for by eligible employees and benefits received shall be integrated with other benefits received by the employee.

**WORKERS' COMPENSATION** – The Association maintains worker's compensation insurance as required by law. All employees should promptly report to his/her supervisor any injury suffered as a result of employment activity at or on behalf of The Association. Failure to promptly report an injury may result in a loss of benefits.

### **SEVERANCE PAY**

The Company does not pay severance pay to terminating employees, regardless of the reason for termination.

### **OTHER EMPLOYMENT POLICIES**

**ATTENDANCE** – Good attendance is a requirement for continued employment at The Association; the Company will keep track of employee absences and tardiness. Excessive absenteeism or tardiness, regardless of the reasons and whether sick leave is available, creates a hardship on the Company and your fellow employees. Excessive absenteeism or tardiness can result in discipline, up to and including termination. Employees may have their pay docked for tardiness.

Whenever possible, employees should schedule absences in advance with their supervisors. If the employee is ill or must be away for an emergency, he or she must notify his or her supervisor of any absence or late arrival by 8:30 a.m. or as far in advance as possible. In the event an employee can not contact his/her supervisor, the General Manager shall be notified. Failure to call may result in forfeiture of sick leave pay for the day. Moreover, if the employee is absent from work without notice for three (3) or more days, he or she will be considered to have voluntarily terminated. Excess absences and/or failure to report absences on time will lead to discipline, up to and including discharge. Absences are excessive if they occur frequently or if they show a pattern.

**SAFETY AND SECURITY** - In compliance with state law, The Association has developed an Injury and Illness Prevention Program; you will be provided with an Injury and Illness Prevention Employee Handbook under separate cover. *(Do we have such a document? If not should we?)*

Safety and security are the responsibility of every employee. You can help by reporting any safety hazards you notice. You should always notify your supervisor immediately of any injury, whether or not medical treatment is required. And, if you observe any unfamiliar or suspicious person in working areas, please notify your supervisor immediately.

**BUSINESS CONDUCT** - It is [Employer's] policy to conduct its business affairs with integrity and honesty. This commitment to the highest standards of ethical behavior is an integral part of how we conduct our business.

It is the responsibility of our employees to represent our Association fairly and accurately, making no commitment which has not been approved by The Association management in advance or which is not in compliance with requirements and our normal business practices.

Our customer goodwill is an asset of great importance and The Association is committed to the belief that growth will continue for as long as our customers are satisfied.

**CONFIDENTIAL INFORMATION** - It is the responsibility of all employees to safeguard confidential information regarding The Association, and its operations, other employees, our customers or suppliers. No confidential information should be discussed outside of the office, or with anyone but our staff. Unauthorized disclosure is grounds for discipline, up to and including immediate dismissal.

**VOICEMAIL, ELECTRONIC MAIL AND COMPUTER SYSTEMS NETWORK USE** - The Association's voicemail, electronic mail and computer systems network, including software programs and internet access ("Systems") are provided for the use of its employees and selected other persons solely in and for the performance of their The Association job duties and related activities. The Systems and the messages, documents and information stored and processed by the System are and remain the property of The Association.

All Systems access codes must be available to The Association and employees may not use access codes that are unknown to The Association. Employees are prohibited from the unauthorized use of the access code of other employees and from unauthorized access or attempted access of confidential areas of the Systems, such as personnel files, accounting information, etc.

Any computer software necessary for the performance of each employee's duties at The Association that is installed on our PC or network is to be used in strict conformity with applicable licenses. Employees are strictly forbidden from the unauthorized (i) reproduction of software programs for use either at The Association or elsewhere, and (ii) the installation or downloading of software from the Internet onto The Association's network or any single CPU at The Association or downloading software from the Internet without the express authorization of the system administrator.

Notwithstanding the unauthorized access prohibition, The Association cannot guarantee that the files, messages, documents and other information stored, created, retrieved or transmitted by an employee will remain confidential. Further, The Association reserves the right to access, review and use for any purpose any and all messages and/or information on its Systems at any time without notification, on a regular or

random basis, without regard to (i) the use of passwords or access codes or (ii) who composed or placed or received the information, document or message.

Each employee's use of The Association's computer system(s) or network to access the Internet is limited to performance of The Association's official business only. Employees using The Association's Internet access are acting as representatives of The Association and must act accordingly. Each employee must ensure that: (i) trade secrets, or confidential information of either The Association or any of its affiliates, or clients are neither transmitted electronically nor are placed on any publicly accessible Internet computer site without the express prior authorization of The Association; (ii) external connections to The Association's internal network are not permitted; (iii) files downloaded from the Internet are scanned with virus detection software before installation; (iv) software on the Internet is neither downloaded nor modified without consent of the copyright holder of the same; and (v) personal use of The Association's Internet access is of limited duration, limited to occasional use during non-working hours (before and after work, and during lunch), and is in compliance with all other terms of this policy.

Employees are prohibited from using The Association's Systems in any way that may be disruptive or offensive to others, including, but not limited to, the transmission of sexually explicit messages, cartoons, ethnic or racial slurs, comments which may offend on the basis of age, national origin, sexual orientation, or religious or political beliefs, or anything that may be construed as harassment or disparagement of others.

Any violation of the prohibitions set forth in this statement may result in discipline, including without limitation termination of employment.

**PERSONAL TELEPHONE CALLS** - The office telephone, fax machine, credit checking services, copy machine facilities, U.P.S. and other delivery services are for business purposes only.

It is recognized that some personal telephone calls or faxes may be necessary. Long-distance calls or faxes are to be paid by the employee, and all personal calls should be kept to a minimum. If you wish to make a personal long-distance telephone call or to send a fax from the office, you must obtain the prior approval of your supervisor and note the date, time of call and number called. You will be asked to reimburse The Association for the cost of this call/fax. Abuse of telephone use or any of the above-mentioned services can lead to discharge.

**SMOKING POLICY** - In accordance with state law, and in order to provide a healthy and safe workplace, smoking is strictly prohibited in any office building or enclosed premises of The Association, including lunchrooms, restrooms, and lounges, or in any company vehicle. This smoking ban applies to both employees and nonemployees. Employees who smoke do not receive extra break time.

**REFERENCES** - All references will be handled by the employee's prior direct Supervisor. Without advance written approval by the General Manager, no employee, supervisor or manager is authorized to give any references regarding employees or former

employees of the Company. If you receive a request for a reference, you must refer the request to the General Manager.

**OUTSIDE EMPLOYMENT** - The Association respects the rights of employees to engage in activities outside of their employment. However, employees must avoid situations which could present a conflict of interest, or adversely affect the employee's ability to meet The Association's work requirements. Before accepting outside employment, you must discuss it with the General Manager and your immediate Supervisor to make sure that it will not pose a conflict for the above reasons. Generally Regular Full-Time Employees will not be permitted to work for another employer.

Benefits, including sick leave, are not available to employees who are injured while working at a second job or who are absent because of a second job.

**SOLICITATION AND DISTRIBUTION POLICY** - To avoid unnecessary harassment of other employees, an employee may not solicit signatures, contributions for charities, support of political activities or religious activities, or merchandise . purchases, or distribute non-Association literature or leaflets of any kind during working time, in the work area or anywhere on The Association property, without the prior written consent of your supervisor.

Any requests from outside persons or organizations to sell merchandise, solicit contributions, distribute literature, arrange displays or use The Association facilities are to be referred to the General Manager.

**PERSONNEL RECORDS** - In order to keep personnel records up to date, you are asked to provide The Association with an accurate address, home telephone number and an emergency contact. An employee telephone list is periodically circulated; all telephone numbers and addresses are kept confidential. In addition, any change that affects your tax status should be reported to the General Manager or Accounting Department. Please report any change to your telephone number or address to the administration secretary.

Upon request, you may review records in your personnel file at reasonable times and at reasonable intervals. You do not have the right of access to letters of reference, and certain other limited kinds of information. You have the limited right to copies of certain documents in your file.

**DISCIPLINARY PROCEDURE** - If there is a problem with your conduct or performance, your supervisor may give you some form of warning and notation of the warning may be included in your personnel file. A supervisor's warning may consist of an oral warning, a written warning, a probationary warning period and/or suspension. It must be understood that while one, all or none of these warnings may be provided prior to a termination, your employment may be terminated without cause or advance notice at any time.

**TERMINATION OR RESIGNATION** - The actual date of an individual's resignation or termination will determine the final date of active employment with The Association and no accrued vacation can be used to extend the date of resignation for employee benefits or any other reason.

If you plan to leave The Association's employ, we ask that you provide at least two weeks' advance notice in writing to provide the opportunity to locate a replacement before you leave. Employees who fail to provide such advance notice will be considered ineligible for rehire.

Upon resignation or termination of employment for any reason, an employee must return all The Association equipment, keys, and any other property of The Association, its customers or vendors issued during his or her employment. All such items must be returned before the release of the final paycheck.

## **ACKNOWLEDGEMENT OF RECEIPT OF HANDBOOK**

I acknowledge that I have been given a copy of The Association's Personnel Handbook. I understand that this Handbook summarizes The Association's personnel guidelines, and that it is furnished to me solely for my information.

I further understand that the statements contained in the Handbook are not intended to create any contractual or other legal obligations. I also understand that the Association may modify or rescind any of its policies, benefits, or practices described in the Handbook at any time, except for its policy of at-will employment and those policies required by law.

I acknowledge that it is my responsibility to read and become familiar with the contents of the Handbook.

Type or Print Name of Employee

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Employee's Signature

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Date

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