

LAKE ALMANOR COUNTRY CLUB

Employee Handbook

March 19, 2018

**Lake Almanor Country Club
501 Peninsula Drive
Lake Almanor, CA 96137
530-596-3282**

Table of Contents

<u>Subject</u>	<u>Page No.</u>
INTRODUCTION	1
EQUAL EMPLOYMENT OPPORTUNITY	1
EMPLOYMENT CLASSIFICATIONS	2
WORK HOURS, ATTENDANCE AND COMPENSATION POLICIES	3
VACATION POLICY	7
SICK LEAVE POLICY	8
HOLIDAYS	10
LEAVES OF ABSENCE	10
EMPLOYEE BENEFITS	14
PROHIBITED HARASSMENT	17
PERFORMANCE EVALUATIONS	19
GUIDELINES FOR APPROPRIATE CONDUCT	20
INCOMPATIBLE ACTIVITIES	20
DISCIPLINE	21
POLICIES REGARDING ASSOCIATION PROPERTY AND PERSONAL PROPERTY	21
POLICIES REGARDING TELEPHONE USE, SMOKING, BREAK ROOMS, AND HOUSEKEEPING	22
OTHER POLICIES	23
POLICY RE: PROTECTING CONFIDENTIAL INFORMATION	25
POLICY AGAINST DRUGS/ALCOHOL USE	26
WORKPLACE SAFETY AND ANTI-VIOLENCE POLICY	26
SOCIAL MEDIA USE POLICY	29
Acknowledgement of Receipt of Employee Handbook	33

LAKE ALMANOR COUNTRY CLUB

Employee Handbook

INTRODUCTION

This Employee Handbook is intended to provide employees with a greater understanding of Lake Almanor Country Club's (the "Association" or "Employer") personnel policies. The information in this Handbook should be helpful in familiarizing employees with the Association. The personnel procedures and practices set forth in this Handbook are subject to modification. With the exception of the employment-at-will standard, the Association reserves the right to revise, supplement or rescind any of the provisions of this Handbook, as well as any of its other personnel policies or benefits, from time to time as it deems appropriate in its sole and absolute discretion. Each employee of the Association can assist in keeping our personnel program up to date by notifying us whenever problems are encountered or improvements can be made in the administration of our personnel policies. Employees should submit recommendations to the Office Manager for management consideration.

The Association certainly hopes that it and every employee will find the employment relationship satisfying and rewarding in all respects. At the same time, it recognizes that relationships are not always mutually satisfactory. **TO PROTECT BOTH PARTIES' RIGHTS, IT SHOULD BE REMEMBERED THAT THE EMPLOYMENT RELATIONSHIP IS TERMINABLE AT WILL, AT THE OPTION OF THE EMPLOYEE OR EMPLOYER.** Either the Association or the employee may end the employment relationship at any time with or without notice and with or without cause. Moreover, no one in the organization, other than the Board of Directors, has the authority or legal ability to modify the at-will nature of the employment relationship. The Board of Directors can modify the Association's at-will policy only in a written agreement that is approved by the Board, and signed by a person authorized by the Board, and the employee.

THIS HANDBOOK SUPERSEDES ALL PREVIOUS HANDBOOKS AND OTHER AGREEMENTS, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, RELATING TO THE EMPLOYMENT RELATIONSHIP AND SHALL NOT BE CHANGED OR SUBJECT TO CHANGE ORALLY. WITH THE EXCEPTION OF THE EMPLOYMENT AT-WILL STANDARD, THE GUIDELINES CONTAINED IN THE HANDBOOK ARE SUBJECT TO MODIFICATION, AMENDMENT, OR REVOCATION BY THE ASSOCIATION AT ANY TIME, WITH OR WITHOUT ADVANCE NOTICE.

EQUAL EMPLOYMENT OPPORTUNITY

The Lake Almanor Country Club is an equal opportunity employer. It is Association policy to provide equal opportunities to all qualified individuals regardless of race, color, creed, religion, national origin, sex, age, physical or mental disability, medical condition, marital status, sexual orientation, sexual identity, genetics, military or veteran status, or

any other class protected under federal, state, or local law. This policy applies to all terms and conditions of employment. It is the intent of the Association to comply with all applicable federal and state laws with respect to fair employment practices. The Association will provide reasonable accommodation to qualified applicants and employees with a known disability or for an employee's religious beliefs, provided the accommodation does not cause undue hardship to the Association.

EMPLOYMENT CLASSIFICATIONS

A **regular full-time employee** is one who is scheduled to work a full-time year-round schedule of more than 30 hours per week (or more than 1560 hours per year). Regular, full-time employees are generally eligible for benefits, subject to the terms, limitations and conditions of such benefit plans, as discussed herein or in specific plan documents, as amended from time to time.

A **regular part-time employee** is one who is assigned a year-round (non-seasonal) regular work schedule of less than 30 hours per week (or under 1560 hours per year). Regular part-time employees receive only those benefits specifically designated for receipt by regular part-time employees, unless otherwise provided herein, or required by applicable law.

A **temporary employee** is one who is hired to work on a specific project for a specified period of time. Employment beyond an initially stated period does not change the employment status in any way. Employment status will only be changed at the discretion of the Association. Temporary employees are not eligible for benefits, except those mandated by law.

A **seasonal full-time employee** is one who is scheduled to work full time (over 30 hours per week) for a fixed period or season. Seasonal full-time employees are generally eligible for benefits, subject to the terms, limitations and conditions of such benefit plans, as discussed herein or in specific plan documents, as amended from time to time.

A **seasonal part-time employee** is one who is scheduled to work no more than 30 hours per week for the season. Seasonal part-time employees are not eligible for benefits unless otherwise provided herein, or required by applicable law.

For the purposes of overtime, classifications of **exempt** and **non-exempt** are defined by federal and state law. Each employee's job shall be analyzed and a determination will be made as to whether the employee is or is not exempt from overtime. All **non-exempt** employees, whether paid on an hourly or a salary basis, shall be paid the appropriate overtime premium as established by applicable law, for all overtime hours worked in workday and/or workweek. **Exempt** employees are not entitled to overtime wages. (See **"Overtime" Policy on in section A3 of this Handbook**).

WORK HOURS, ATTENDANCE AND COMPENSATION POLICIES

A. Rest and Meal Periods; Overtime; and Recording Time

1. Rest Periods

Employees are given a ten (10) minute rest period every four (4) hours of work as required by law. It is the employee's responsibility to take these rest periods. Rest periods cannot be saved to be used for time off or to come in late or leave early.

2. Meal Periods

All employees who work more than five (5) hours in a single workday, must take a minimum of 30 minutes of unpaid time for a meal period, except that if the total number of hours worked in the day is not more than 6, you may waive your meal period. If an employee works more than ten (10) hours in a single workday, he/she will be provided an additional thirty (30) minute unpaid meal period in the second half of his/her shift. The employee's manager shall schedule meal periods so as to ensure coverage while employees are taking a meal period. However, the meal period should be taken as close as possible to the middle of the employee's shift but must be taken by the 5th hour of work.

So as to comply with applicable law, the Association has a strict policy that all employees take their full thirty (30) minute meal period. Non-exempt employees must record on their time card, the time they leave and the time they return from the meal period. Employees are to be relieved of all duties and are free to leave the worksite. No employee should remain on-duty during their thirty (30) minute meal period unless they have previously discussed this arrangement with the Office Manager.

Failure to comply with this Meal Period policy may result in disciplinary action, up to and including termination.

3. Overtime

Occasionally, emergencies or heavy work loads will interfere with the Association's normal working schedule. When such situations occur, additional overtime work hours for employees may be required and employee cooperation is expected. All overtime must be approved in advance by the employee's supervisor and the supervisor must initial the employee's time sheet. While unapproved overtime shall be paid according to applicable law, any excessive overtime worked by an employee that has not been approved and is not deemed necessary by the employee's supervisor may result in disciplinary action.

Non-exempt employees shall be paid one and one-half times the regular hourly rates for actual hours worked in excess of eight (8) hours in a workday, in excess of forty (40) hours in a workweek, and for the first eight (8) hours on the seventh (7th) consecutive day in a workweek. **Non-exempt** employees shall be paid double time for all hours worked in excess of twelve (12) hours in a workday and for all hours in excess of eight (8) hours on the seventh (7th) consecutive day in a workweek. For the purposes of calculating an employee's eligibility for overtime pay, hours paid for holiday are considered "hours worked." Time used for sick leave or vacation time are not considered "hours worked".

The following definitions apply in connection with the calculation of overtime and the issuance of payroll:

"Workday" means a consecutive 24-hour period starting at 12:01 a.m. and ending at midnight.

"Workweek" means seven consecutive 24-hour periods, starting on Monday and ending on Sunday.

Exempt employees are employed to perform the duties and responsibilities set forth in each job description, receive a set salary which is paid throughout the year, and are not entitled to overtime pay. Unlike **non-exempt** employees, an **exempt** employee's compensation is not based on the quantity of work performed. Therefore, they are not required to keep time cards recording the hours worked. Nevertheless, the Association expects all **exempt** employees to keep regular schedules and to advise and discuss with their supervisor any change in their regular schedule.

4. Record Keeping/Time Card

Non-exempt employees, whether paid on an hourly or salary basis, are responsible for filling out daily time cards for their hours worked. The time card must be completed accurately providing the time the employee's shift begins and ends, and the time the employee's meal/lunch period begins and ends. If a non-exempt employee performs any work outside his or her scheduled work hours, whether or not it is at the Association's facility or off-site, that time must also be accurately recorded on the time card. Pursuant to the Association's Overtime policy, non-exempt employees are to obtain authority in advance of working any overtime. Any absences or late arrivals are to be noted on the time sheet. Vacation and sick time is to be appropriately recorded.

B. Pay Periods and Paydays

As posted in the Administrative Office and each Department, employees are paid on a bi-weekly basis, and paychecks, or pay stubs for employees that elect to participate in Direct Deposit, can be picked up in the Administrative Office or from your Supervisor. If

a scheduled payday falls on an Association-observed holiday, employees will be paid on the day preceding the holiday.

All **non-exempt** employees should turn in their time cards to their supervisor no later than 5:00 pm on the last day of the pay period (or the preceding Friday if not working the weekend). While the failure to timely turn in time cards will not result in the delay of payment of wages to the employee, it can be grounds for disciplinary action for failing to comply with Association's policy.

Any concern by an employee that an error exists on a paycheck should be brought immediately to the attention of the Office Manager for review.

C. Expense Reimbursement

Employees are to obtain approval from the Association prior to incurring expenses they plan to seek reimbursement for from the Association. Once approval is given, the Association shall reimburse employees for all expenses they necessarily expend to carry out their duties. Travel expenses for travel required in transacting Association business will be reimbursed at a rate in compliance with applicable law. All reimbursement requests should be made to the Association within 7 days of incurring the expense.

D. Attendance

Each employee is responsible for being present at the correct time and location each day unless excused by a protected leave under applicable law, or by the Association. Attendance and punctuality are important to the efficient operation of any business. Good attendance and punctuality are essential components of solid employee performance and are measured by objective standards. Poor attendance and tardiness disrupts productivity and makes it difficult for other employees to function effectively.

E. Tardiness

Employees are expected to be ready to commence work on schedule. Accordingly, arriving late or leaving early in connection with scheduled work times, breaks, or meal periods is not permitted unless excused by a protected leave under applicable law, or by the Association. Repeated incidents of tardiness or leaving work early may result in disciplinary action, including possible termination.

F. Personnel Files and Changes in Personal Information

The Association maintains a personnel file for each employee. The file contains information relative to the employee's employment with the Association, such as data which must be maintained by all Employers as well as documentation concerning things

like changes in the employee's earnings and job positions, the employee's participation in job-related training and past and current appraisals of the employee's performance documented by your supervisor or management of the Association.

Because it is essential that the information contained within an employee's personnel file be kept up to date, each employee is required to provide his/her supervisor or the Office Manager, written notification within ten (10) days of the occurrence of any of the following events:

- Change of legal name;
- Change of address or telephone number;
- Change of marital status/dependents (only if relevant to employee's participation in Insurance and Pension, plans);
- Change in the number of exemptions claimed for income-tax withholding purposes;
- Change of designated individual to be notified in case of emergency.

The Association takes precautions to prevent the disclosure of personnel and payroll information without an employee's written authorization to do so. With respect to requests for information from prospective employers or creditors, it is the Association's policy to respond only to written requests and to provide only the employee's dates of employment and positions held, unless the employee has specifically authorized the Association in writing to do otherwise. The Association will, however, confirm for prospective employers and creditors who make inquiries via telephone the employee's most-recent or last salary provided the employee has given this information to the prospective creditor.

Upon request, an employee may inspect his/her personnel file in connection with performance and/or grievance issues. If an employee wishes to make such an inspection, he/she should contact the Office Manager and arrangements will be made for a convenient and reasonable time for the inspection to take place. Employees are also entitled to copies of any documents contained in their personnel file. If an employee wishes to request a copy of his/her personnel file, he/she should contact the Office Manager.

G. Withholdings

Employee wages are subject to the following mandatory payroll deductions: Federal Income Tax, Social Security Tax, Medicare Tax, State Income Tax, State Disability Insurance, plus any attachments, garnishments or liens required by law.

VACATION POLICY

Employees will accrue vacation at the following rates:

Years of Employment	Number of vacation hours per year
Regular full-time employees	
0-5 years	80 hours per year
5-10 years	120 hours per year
10+ years	160 hours per year
Seasonal full-time employees	
1-5 years	40 hours per year
5-10 years	60 hours per year
10+ years	80 hours per year

Vacation time shall accrue per pay period worked. Accrued vacation may not be used during the first three (3) months of employment. Employees may, no more than once a year, elect to “cash out” or be paid for no more than eighty (80) hours of accrued vacation time, so long as at least eighty (80) hours remain in that employee’s vacation bank.

The Association shall allow regular full-time & seasonal full-time employees to accrue and carry forward vacation benefits from one calendar year to the next. However, the maximum amount of vacation time (“cap on accrual”) a regular full-time employee can accrue is three hundred and twenty (320) hours. No further vacation benefits will accrue once an employee has reached the applicable cap on accrual in their accrued and unused “vacation bank”. Once an employee has used vacation time and their accrued and unused vacation days fall below the applicable cap, additional vacation days may be earned at the regular rate up to the cap on accrual allowed to be in their “vacation bank.”

Vacations should be scheduled in advance. Exceptions may be made on a case-by-case basis with the approval of your supervisor or the General Manager. Each full-time regular employee must take at least forty (40) hours of accrued vacation leave each year. Under no circumstances may any employee take more vacation time than the amount accrued. Upon termination of employment, employees shall be paid the equivalent salary for all earned, but unused vacation time, in accordance with applicable law.

SICK LEAVE POLICY

Consistent with applicable law, the Company will provide eligible employees with paid sick leave which allows employees to take time away from work for the purposes outlined below.

The Association offers paid sick leave to all employees.

Regular full-time employees - begin to accrue Sick Leave benefits on their first day of employment at the rate of 8 hours per month. Sick leave accrual shall be limited to 400 hours ("cap on accrual"). Once an employee has accrued 400 hours of sick leave, he/she will stop accruing sick leave until such time as he/she uses sick leave and the number of hours in his/her "sick leave" bank falls below the cap on accrual. Upon termination, each employee shall be paid 25% of their accrued sick leave.

All other employees - receive 24 hours of paid Sick Leave benefits at the beginning of each year or season, whichever applies. Unused sick leave does not carry over to the following year nor is it paid out at termination.

Non-exempt employees may take their sick leave benefits in hourly or full day increments. Exempt employees may take their sick leave benefits in full-day increments. Regular full-time employees may donate no more than 80.00 hours per year to another regular full-time employee as long as the balance of the donating employee's accrued sick time does not fall below 40 hours.

Except for emergencies, employees must notify the Association at least two (2) hours prior to their scheduled start time that they will be absent from work. If you are absent longer than three (3) days due to illness, medical evidence of your illness and/or medical certification of your fitness to return to work satisfactory to the Association may be required before the Association honors any sick pay requests. The Association may withhold sick pay and treat an absence as an unpaid absence if it reasonably suspects this sick leave policy has been abused. The Association will investigate any reasonable suspicion of abuse prior to making such decision.

Purpose for Which Sick Leave May be Taken: Employees may take paid sick leave for health and safety issues including when they are unable to work due to their own illness or injury, or for their own medical and dental appointments, or those of a "family member" of the employee. For purposes of this Sick Leave Policy, "family member" includes the employee's dependent children, parents, spouse, registered domestic partner, or child of a registered domestic partner, grandparent, grandchild, and sibling. Examples of permissible use of paid sick leave include diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member, as well as when an employee is a victim of domestic violence, sexual

assault, or stalking, for purposes of obtaining treatment and assistance as permitted by California's Labor Code.

Employees will be compensated for sick leave at the same wage rate that the employee normally earns during regular work hours. The Association will provide employees with written notice of the amount of paid sick leave accrued and available on either the employee's itemized wage statement or in a separate writing on the Association's designated pay days. Employees shall be paid for their sick leave no later than the payday for the next regular payroll period after the sick leave is taken.

Except as may otherwise be permitted under applicable law, an employee may not take sick leave without pay if he or she has any accrued paid sick leave or vacation available to use. If an employee is absent due to illness, but does not have any paid sick leave available to cover the absence, any available vacation hours must be used to cover the absence. Paid sick leave is not a vested benefit. Therefore, unless stated otherwise in this Sick Leave Policy, employees will not be paid for any accrued and unused paid sick leave at the end of each year or at any other time, including at the time the employee's employment with the Association is terminated, either voluntarily or involuntarily.

The Association may, at its sole discretion, and when it has a reasonable basis, require one or more of the following for an employee's absence due to illness:

1. Provide the Association with a doctor's certificate as a condition to receiving sick leave pay when the employee is absent for two or more days; or
2. Obtain a doctor's certification that the employee can safely perform all essential functions of his or her position, with or without reasonable accommodation, before the employee is allowed to return to work.

If the employee is hospitalized or out sick for more than 7 calendar days for an injury or illness that is not work-related, he or she should apply for State Disability Insurance (SDI) benefits. SDI claim forms are available from the Office Manager, or online at www.edd.ca.gov. Any sick leave paid by the Association while the employee is on a disability leave will be coordinated with SDI benefits.

HOLIDAYS – REGULAR FULL-TIME & SEASONAL FULL-TIME EMPLOYEES ONLY

The Association recognizes the following holidays and provides paid time off on the holidays listed below.

- New Year's Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving Day
- Christmas Day
- Your Birthday

All regular full-time employees required to work on a paid holiday (other than your Birthday), will receive 2 times their regular hourly rate. All other employee classifications required to work on a paid holiday (other than your Birthday), will receive 1-1/2 times their regular hourly rate.

LEAVES OF ABSENCE

A. Personal Leaves of Absence

Unpaid personal leave may be requested. The Association shall evaluate a request for personal leave, and, in its sole discretion, determine whether such leave can be granted by the Association without creating an undue hardship to the Association and its operations. Employees must request personal leave in writing at least two (2) weeks prior to the time they wish such leave to commence. If that time cannot be met because of an emergency situation, employees must notify their supervisor as soon as possible, and must follow up with a written explanation of the nature of leave and expected length of absence. The General Manager of the Association must approve all personal leaves.

Personal leave will be without pay, but health and welfare benefits may continue at the discretion of the Association, up to three (3) months, and/or as permitted by the particular plan. Health benefits will continue through the end of the month in which the leave of absence ends.

B. Bereavement Leave

Regular full-time employees are allowed up to three (3) working days of paid leave to attend the funeral and to take care of personal matters related to the death of an

immediate family member. For purposes of this Bereavement Leave Policy, an “immediate family member” is defined as a spouse, registered domestic partner, child, child of a registered domestic partner, parent, grandparent, grandchildren, current stepparent, father-in-law, mother-in-law, sister, brother and current step- children.

C. Jury and Witness Duty

Regular full-time employees will be paid (less any jury pay received) for up to two weeks (80 hours) time away from work for required jury or witness duty. Other employees shall be granted unpaid leave for the duration of any jury duty. The Association requests that employees provide two (2) weeks’ notice, if possible, prior to commencement of the time off, so as to arrange coverage of the employee’s duties and responsibilities by others during the leave. If two (2) weeks’ notice is not feasible, then the Association requests as much notice as possible. The Association also requires the employee provide appropriate documentation reflecting the employee’s obligation to serve jury or witness duty.

D. Military and Reserve Duty Leave

Under prescribed circumstances, federal law allows you to take a leave of absence for military and reserve duty service and return to a comparable job. Before going into the service, we encourage you to check with the Federal Veterans Administration Department to become familiar with your rights and obligations. Also, before taking military leave, please contact Office Manager to work out the details of when you will leave work and when you will return to employment.

E. Pregnancy Disability Leave

A pregnant employee who, in the opinion of her health care provider, is disabled by her pregnancy, childbirth, or related medical condition, may take up to (17-1/3) weeks of pregnancy disability leave (PDL). PDL leave does not have to be taken at once, but rather may be taken on an intermittent and/or reduced schedule basis. Intermittent leave is permissible in increments of the shortest period of time that the payroll system uses to account for absences or use of leave.

PDL leave is unpaid leave and the employee must provide the Association with medical certification from the health care provider. An employee may use any accrued and unused vacation and sick leave during her PDL. An employee wishing to take PDL must provide the Association with thirty (30) days’ notice if the leave is foreseeable. If the leave is unforeseeable, the employee must give the Association notice as soon as practicable. If an employee going on PDL leave is covered under the Association’s health insurance plan, the Association will maintain group health insurance coverage during PDL leave for up to a maximum of four (4) months on the same terms as if the employee

continued to work. For more information regarding PDL leave, please contact the Office Manager.

F. Victims of Crime

An employee who is a victim of certain crimes, or whose immediate family member, including an employee's registered domestic partner, or the child of a registered domestic partner is a victim of a crime, including but not limited to, any form of domestic violence or sexual assault, may take unpaid leave, or utilize any accrued but unused vacation, to obtain a temporary restraining order, a restraining order, or other court assistance, or to seek medical attention, psychological counseling, shelter services, or safety planning assistance, in connection with the domestic violence, or to attend judicial proceedings related to the crime. The employee must give the Association reasonable advance notice of the intention to take time off for any of the above purposes, by notifying the Office Manager, unless reasonable notice is not feasible. The employee should also provide the Association with a copy of the notice of any scheduled legal proceeding, if available. For more information regarding this leave entitlement, please contact the Office Manager.

G. Voting

An employee who is unable to vote outside of working hours, may take off up to two (2) hours of working time, without loss of pay, to vote. Such time must be at the beginning or end of the regular working shift and the employee must notify the Association at least two (2) working days in advance to arrange a voting time.

H. Child's School - Suspension

An employee with a child who has been requested to appear at his or her child's school pursuant to a request under the California Education Code (e.g. suspension), is permitted to take unpaid leave for that purpose. The employee must give reasonable notice to the Association prior to taking the time off. An employee may concurrently utilize accrued and unused vacation time, if any is available, to be compensated for this otherwise unpaid leave.

I. Emergency Duty Leave

Employees who are "emergency rescue personnel" are permitted to take unpaid leave to attend to their emergency duties as a volunteer firefighter, reserve peace officer, or emergency rescue person. The Association asks the employee to provide as much advance notice as possible prior to taking the leave so arrangements can be made to cover the employee's duties and responsibilities during leave. An employee may concurrently utilize accrued and unused vacation time, if any is available, to be compensated for this otherwise unpaid leave.

J. Military Spouse Leave

Employees who work more than twenty (20) hours per week and have a spouse in the Armed Forces, National Guard, or Reserves, who have been deployed during a period of military conflict are eligible for up to ten (10) unpaid days off when their spouse is on leave from military deployment. Employees must request this leave in writing to their supervisor or Office Manager within two (2) business days of receiving official notice that their spouse will be on leave from military service. Employees requesting this leave are required to attach to their leave request, written documentation certifying his/her spouse will be on leave from deployment. An employee may concurrently utilize accrued and unused vacation time, if any is available, to be compensated for this otherwise unpaid leave.

K. Civil Air Patrol Leave

Volunteer members of the California Wing of the Civil Air Patrol may take up to ten (10) days of unpaid leave if they are called to respond to an emergency operation mission. To qualify for this leave, an employee must: 1) have been employed for at least ninety (90) days immediately preceding the commencement of the leave; 2) give the Association as much notice as possible of the intended leave dates; and 3) provide appropriate documentation from the California Wing of the Civil Air Patrol to the Firm showing the need for such leave. Employees should speak to their supervisor and the Office Manager regarding taking leave under this policy. An employee may concurrently utilize accrued and unused vacation time, if any is available, to be compensated for this otherwise unpaid leave.

L. Drug or Alcohol Rehabilitation Leave

Notwithstanding, and in accordance with, the Association's Policy Against Drug and Alcohol Abuse, if an employee wishes to voluntarily enter into an alcohol or drug rehabilitation program, he or she should contact the Office Manager. The Association will engage in the interactive process with the employee to determine the employee's needs for leave (e.g. for one extended period, or on an intermittent or reduced schedule basis to attend meetings, etc.) and will provide a reasonable accommodation for him or her to do so, provided it does not create an undue hardship on the Association. Any leave under this policy is unpaid leave. However, an employee may concurrently use accrued and unused sick leave, if any is available, in order to receive pay during his or her absence.

M. Illiteracy Assistance Accommodation

The Association will reasonably accommodate and assist an employee who reveals a problem of illiteracy and requests assistance. While the Association is not obligated to provide a leave of absence to an employee in this situation, if the employee requests

time off from work to attend classes or seek other assistance that cannot be obtained during non-work hours and such time can be taken without creating an undue hardship on the Association, it will be granted. Any employee wishes assistance under this policy should contact the Office Manager. Any time off under this policy is unpaid. However, an employee may concurrently use accrued and unused vacation time, if any is available, in order to receive pay during his or her absence.

N. Organ and Bone Marrow Donation Leave

Employees who are donating an organ to another person may take a paid leave of absence not exceeding 30 business days (and which may be taken in one or more periods) in any twelve (12) month period. Employees who are donating their bone marrow to another person may take a paid leave of absence not exceeding 5 business days (and which may be taken in one or more periods) in any twelve (12) month period. For purposes of this policy, the twelve (12) month period begins on the first day the employee takes leave under the policy and rolls forward from that date.

In order to receive a leave of absence under this policy, employees must provide a written verification to the Association that shows that the employee is an organ or bone marrow donor and that there is a medical necessity for the donation. The Association requires that as a condition of an employee's initial receipt of bone marrow or organ donation leave, that an employee concurrently use up to five (5) days of earned but unused sick or vacation leave (if any is available) for bone marrow donation, and concurrently use up to two (2) weeks of earned but unused sick or vacation leave (if any is available) for organ donation.

Any leave taken under this policy shall not cause a break in the employee's continuous service for purposes of seniority or benefit entitlements like sick leave and vacation accrual. An employee returning from leave under this policy shall be restored to the position he or she held when the leave began or to an equivalent position. For more information, or to request a leave of absence under this policy, please contact the Office Manager.

EMPLOYEE BENEFITS

A. Health/Life/Disability Insurance

The Association provides health/life/disability insurance benefits to regular full-time & seasonal full-time employees. The details of those benefit plans are described in the particular plan documents. Full descriptions of the plans are available from the Office Manager. However, below is a summary of the Association's health and life insurance coverage.

- The Association's medical, life, and disability benefits may change periodically. The Association reserves the right to discontinue and/or make changes in carriers, coverage amounts and the portion of the premiums paid for by the Association. Employees should contact the Office Manager if they have any questions or need further information regarding the Association's insurance plans.
- Medical coverage is for employee and dependents effective on the first of the month after 30 days of employment. The employee will have 5% of the Employee's Premium amount and 10% of the Dependent's Premium amounts deducted from their paychecks. This premium amount will be divided in half and deducted on the first and second payroll dates of each month.
- Medicare coverage is provided for employees and their dependents that are Medicare eligible. The same rates specified above in Medical coverage will apply to the amounts deducted for Medicare coverage.
- A "dependent" is defined and outlined in the individual policy or applicable law.
- If the employee is eligible for coverage under the Association's medical benefits plan but has coverage under an equivalent plan from another source, the employee should contact the Office Manager to discuss coverage coordination and, if appropriate, sign a declaration declining coverage under the Association's plan.
- The Association offers benefits through the PHi CARES Air Flight Ambulance program to eligible employees. Eligibility and benefit information is outlined in the program documents.

B. LACC Retirement Plan

The Association offers all eligible employees over the age of 21 the opportunity to participate in this plan. Eligibility is determined by the plan documents. For more information regarding the retirement plan, contact the Office Manager.

C. Social Security

As an employee of the Association, you are covered under the provisions of the Federal Social Security Law (FICA). The amount of deduction from your wages from Social Security taxes is mandated by the federal government for both the employees and the Association's contribution.

The total contribution by you and the Association is credited towards your Social Security benefits, which may be available at the time you are eligible to retire. In

addition, disability and survivor's benefits are financed through Social Security deductions. Specific benefit eligibility positions are available by calling the local Social Security office.

D. Workers' Compensation Insurance

The Association carries workers' compensation insurance coverage required by law to protect employees who are injured on the job. This insurance provides medical, surgical, and hospital treatment in addition to payment for loss of earnings that result from work related injuries.

Compensation payments begin from the first day of an employee's hospitalization or after the third day following the injury if an employee is not hospitalized. The cost of this coverage is paid completely by the Association. **If you are injured while working, you must report it immediately to your supervisor or the Office Manager, regardless of how minor the injury may be.**

E. Unemployment Insurance

If your employment with the Association is involuntarily terminated, you may be eligible to receive unemployment benefits. You must file a claim with the State Employment Development Department (EDD) who determines eligibility.

F. State Disability Insurance

To protect employees who miss work due to their non-work related accident or illness, the State Disability Insurance (SDI) program is a state-mandated program, funded through employee payroll deductions and administered through California's Employment Development Department (EDD) who determines eligibility. For more information regarding SDI, employees should contact their local EDD office.

G. Paid Family Leave (Family Temporary Disability Insurance)

Employees contribute through payroll deductions to the California State Disability Insurance (SDI) Program known as "Paid Family Leave." This program is administered through the EDD who determines eligibility. The program will provide eligible employees with partial reimbursement of their pay for up to six weeks during any 12-month period if the employee is off for a qualifying reason to care for their seriously ill family member, including a registered domestic partner, or to bond with a minor child within one year of the birth or placement of the child in connection with foster care or adoption. The new law provides a state disability-funded partial wage replacement and does not create a right to a leave of absence. For more information, employees should contact the local state EDD office.

PROHIBITED HARASSMENT

The Association maintains a strict policy prohibiting harassment because of an individual's race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, registered domestic partner status or any other basis made unlawful by applicable law. Harassment 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 is also prohibited. This policy applies to all persons involved in the operations of the Association, and prohibits such harassment by any employee of the Company, including managers, supervisors and co-workers. The policy is also in place to protect employees or interns, if applicable, from prohibited harassment by third parties. It also prohibits employees from engaging in prohibited harassment against third parties. Prohibited harassment may have occurred even if you have not lost a job or some other economic benefit. However, only harassment that unreasonably interferes with your work performance or creates an intimidating, hostile or offensive work environment is unlawful. Prohibited harassment will not be tolerated, whether or not it rises to the level of unlawful conduct. Conduct that is prohibited under this policy includes, but is not limited to:

- ◆ Verbal conduct such as epithets, derogatory comments, slurs or unwanted sexual advances, invitations or comments.
- ◆ Visual conduct such as derogatory posters, photography, cartoons, drawings, emails, internet sites or gestures.
- ◆ Physical conduct such as unwanted touching, blocking normal movement or interfering with work directed at you because of your sex or any other prohibited basis.
- ◆ Threats and demands to submit to sexual requests in order to keep your job or avoid some other loss and offers of job benefits in return for sexual favors.
- ◆ Other threats and demands based upon any other prohibited basis.
- ◆ Retaliation for opposing, reporting or threatening to report prohibited harassment or for participating in an investigation, proceeding or hearing conducted by the Equal Employment Opportunity Commission or any state fair employment agency.
- ◆ Sexually harassing conduct need not be motivated by sexual desire.

You have a right to have your concerns and complaints about prohibited harassment addressed. If you believe you are being harassed on the job because of your race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, registered domestic partner status or any other basis protected by applicable law, please follow the complaint procedure outlined in this Handbook below. Employees must report conduct prohibited by this policy whether or not they are personally involved.

PROHIBITED RETALIATION/WHISTLEBLOWER PROTECTION

The Association prohibits retaliation against any employee because of (1) the employee's opposition to a practice or conduct the employee reasonably believes to be unlawful; (2) the employee's lawfully protected participation in an investigation or proceeding; (3) the employee's request for an accommodation for a disability (4) the employee's request for a religious accommodation; or (5) any other activity of the employee that is protected by law. The Association also prohibits retaliation against an employee because the employee is a family member of a person who has made a wage claim or engaged in other activities protected under the California Labor Code. Any retaliatory adverse action because of such opposition, participation, request, activity or familial relationship may be unlawful and will not be tolerated.

If you believe you have been subjected to retaliation, please follow the complaint procedure outlined in this Handbook below.

COMPLAINT PROCEDURE – DISCRIMINATION, HARASSMENT & RETALIATION

The Association encourages you to report all incidents you believe violate the Company's policies against discrimination, harassment or retaliation. You should provide a complaint, preferably in writing, to your own or any other Company supervisor or the Human Resources Manager as soon as possible after the incident or incidents you believe violate Company policy. Your complaint should include the details of the incident or incidents, the names of the individuals involved and the names of any witnesses. Your complaint will be kept as confidential as possible, but no complaint can be kept completely confidential.

Supervisors must promptly refer all complaints to the Human Resources Manager. An appropriate person will be designated to undertake a prompt and impartial investigation of the complaint and document the findings. When the investigation is complete, a determination regarding the complaint will be made and communicated to you as soon as practical. Because of the seriousness of a complaint of prohibited discrimination, harassment or retaliation, no employee should knowingly make or knowingly participate in making a false complaint.

If the Company determines that a violation of policy has occurred, The Association will take remedial action commensurate with the severity of the offense. Action will also be taken to deter any future violations of Company policy and ensure a work environment

free from unlawful discrimination, harassment and retaliation. You will be kept apprised of such actions taken by the Company. The Association will not retaliate against you for making a complaint and will not knowingly permit retaliation by anyone.

Complaints of unlawful discrimination, harassment and/or retaliation can be filed with the California Department of Fair Employment and Housing (DFEH) and/or the federal Equal Employment Opportunity Commission (EEOC). These agencies may accept, investigate, prosecute and remedy complaints. The telephone numbers for the nearest agency office are listed in the telephone book and online directories. The agencies' websites are www.dfeh.ca.gov and www.eeoc.gov.

PERFORMANCE EVALUATIONS

Performance evaluations provide employees feedback on how well they are performing. In evaluating performance, many factors are considered: quality of work, use of resources, adherence to policies and procedures, problem solving, interpersonal relations as well as teamwork and adaptability.

The Association may, in its sole and absolute discretion, conduct: (1) a performance evaluation after the first 90 days of employment; (2) annual performance evaluations; and (3) performance evaluations at such other times as it deems necessary. When an evaluation is conducted, supervisors will prepare written performance evaluation and review and discuss it with the employee. The written performance evaluation will be placed in the employee's personnel file.

Seasonal Employee Evaluations. Seasonal employees shall be evaluated just prior to the end of the Season.

Although the Association plans to complete written evaluations of employees annually as described above, employees should note the Association is continually evaluating its employees and reserves the right to complete a written evaluation of any employee at any time. Further, no employee is entitled to a performance evaluation, salary review, or salary increase, nor is a performance evaluation required as a condition for discipline or termination of any employee's employment with the Association. Neither the Association's discretion in conducting performance evaluations, nor the results of any such evaluation, alters the "at will" employment relationship between the employee and the Association.

GUIDELINES FOR APPROPRIATE CONDUCT

Each employee must exercise sound judgment and concern for fellow workers, our customers and the Association. It is recognized, however, that these guidelines are not always enough to govern employee conduct and maintain a safe work environment. Disciplinary action, up to and including termination, could result for misconduct. Below is a list of some examples of misconduct. The list is illustrative, not all-inclusive. Employment with the Association is “at-will” and may be terminated by either the employer or the employee at any time for any reason with or without notice.

1. Misconduct such as, but not limited to, dishonesty, falsifying Association documents, fraud, willful intent to harm the Association’s interest
2. Violation of Association policies, including, but not limited to, the non-harassment policy
3. Insubordination
4. Unauthorized possession of a fire arm and/or explosives on Association property
5. Fighting or engaging in “horseplay” on Association property or while representing the Association
6. Violation or disregard to Safety Rules and Procedures
7. Failure to immediately report a job-related injury, damage to equipment or property
8. Unauthorized removal of property or misappropriation of property
9. Violation of Association confidentiality
10. Failure to follow the Line of Command (immediate supervisor, Office manager, then General Manager) when discussing concerns regarding the workplace (Office Manager may discuss concerns with the Board President if it involves the General Manager.)

INCOMPATIBLE ACTIVITIES

No employee shall engage in any activity or enterprise which is incompatible with the duties and responsibilities of Association employment, or with the duties, functions or responsibilities of his or her department. The following activities are considered incompatible with Association employment.

1. Any employment, activity, or enterprise which involves the use for private gain of Association time, facilities, equipment, supplies, prestige, influence, badge or uniform.
2. Receipt or acceptance by an employee of any money or other consideration from anyone other than the Association for performance of an act or function which the employee would be required or expected to

render in the regular course of Association employment. (Tipping, where customary, may be excluded).

3. Use of personal (off-duty) time in such manner or to such extent that it impairs the performance of Lake Almanor Country Club duties and the exercise of Association responsibilities.

DISCIPLINE

It is the Association's desire to avoid the necessity of disciplining employees. However, it is necessary to enforce Association policies and rules of conduct in a fair and consistent manner in order to provide an enjoyable and productive workplace. As such, the Association reserves the right to impose appropriate disciplinary action if policies are violated or employees engage in unacceptable behavior. In the sole discretion of the Association, a variety of disciplinary measures may be utilized, including, but not limited to, verbal warnings, written warnings, suspensions, performance improvement plans, and termination. The Association's disciplinary system is not a formal progressive discipline policy. The Association reserves the right to take the appropriate form of disciplinary action, up to and including termination, as it, in its sole discretion, determines is warranted based on the circumstances. However, in no way does the Association's chosen form of discipline, alter the Association's policy of "at will" employment.

POLICIES REGARDING ASSOCIATION PROPERTY AND PERSONAL PROPERTY

A. Association Equipment and Rights of Inspection

Association provided lockers and/or desks may be available upon request. The lockers and/or desks are Association property and employees have no expectation of privacy. Management maintains a copy of the key to all lockers and desks, and retains the right to search them at any time there is a reasonable suspicion a violation of Association policy or the law exists. In addition, employees should not have a reasonable expectation of privacy in computers, computer files, e-mails, voicemails, or any other Association property. The Association reserves the right to monitor and search such property. Any personal property (e.g. purse, backpack, or other item) brought onto the Association premises will be subject to search by appropriate persons, including law enforcement, upon reasonable suspicion that health or safety issues exist, or the employee has violated the law. All searches shall be conducted in a reasonable manner and on a non-discriminatory basis.

B. Equipment/Supplies

All equipment and supplies should be used for a specific business-related purpose. No equipment or supplies may be removed from the premises without the express prior approval of your Department Supervisor or the General Manager.

C. Personal Property

The Association cannot be responsible and will not assume liability for any loss or damage to personal property resulting from theft, fire, or any other causes on the Association's premises.

POLICIES REGARDING TELEPHONE USE, SMOKING, BREAK ROOMS, AND HOUSEKEEPING

A. Telephone Calls

Business telephone calls are an essential part of the Association's business. Therefore, personal calls of an emergency nature only may be taken at work stations. No long distance calls may be charged to the Association without a Manager's prior approval.

B. Personal Cellular Phones

Try to keep personal calls to a minimum.

C. Housekeeping – Clean Work Areas

To maintain a professional image, all work areas should be kept neat and orderly. Files, supplies and materials should be put away when not in use, and personal items should be kept to a minimum.

D. Rules Regarding Smoking

Lake Almanor Country Club is a smoke free workplace. Smoking is prohibited in all work areas including all interior building space, at the entrances and exits to Association property and in all Association vehicles. Smoking during scheduled working hours is prohibited, except for designated rest breaks and lunch periods. Employees may smoke during designated rest breaks and lunch periods only outside of buildings and work areas, or in their personal vehicle during their designated lunch period. Violation of this policy will subject the employee to discipline, up to and including termination.

E. Break Rooms

Any person using the break room must clean up after themselves. Any dishes left in the sink, on the counter and any food left in the refrigerator without a label identifying the employee and date shall be disposed of.

OTHER POLICIES

A. Association Vehicles

Association owned vehicles and/or equipment may be used only for official business, and travel between home and work by assigned employees or as approved by the General Manager. All Association vehicles will be easily identified by use of company logo and name. Employees shall not allow or permit unauthorized persons to ride in Association vehicles.

B. Private Vehicles

Where an Association vehicle is not available, the General Manager may authorize use of an employee's private vehicle to conduct official business. The owner of such vehicle shall be reimbursed for mileage used for Association business at the current rate established by the Internal Revenue Service. Employees must keep and submit accurate records of mileage used for Association business.

C. Training and Travel

Employees receiving training or education, or attending meetings, conferences, or other programs or travel which directly relate to Association duties and responsibilities, may receive advances and reimbursement for necessary expenses. Necessary expenses may include, but are not limited to, fees, transportation, meals and lodging. Participation must be approved in advance by the General Manager.

D. Communication with the Public

The General Manager of the Association shall review all media releases and reports to the Board generated by Association staff members in order to avoid the possibility of inadvertent offense or embarrassment to individuals or organizations with which the Association can and should maintain cooperation. All staff members acting in an official capacity will be expected to exercise a high degree of discretion in communication with members of the media and in public forums open to media reporting. Topics known to be controversial shall be reviewed with the General Manager before such topics are discussed with the media.

E. Employee Guest Privileges

Department managers may authorize persons to come into the Association as their guests. Other Association employees must have their guests approved by their department manager. The department manager shall approve guests for employees on a case by case basis. Department managers should contact the security gate personally to authorize employee guests.

F. Employee use of Amenities

Employees normally working twenty (20) hours or more per week are accorded membership status in the Association for purposes of access to, and fees for, Association amenities. Some employees may be accorded use of an amenity without payment of fees, subject to the approval of the General Manager. Membership benefits that may be provided to employees under this Policy are in the sole and absolute discretion of the Association and the Association may revoke any such benefits or an employee's right to use Association amenities at any time.

G. Dress Code

The Association expects its employees to be well groomed, clean, and neat at all times in accordance with the nature of their work. Work attire should compliment an environment which reflects an efficient, orderly, and professionally operated organization.

H. Whistleblower Protection

The Association encourages employees to report improper activities and will protect them from retaliation for making any such report in good faith. Employees have the right to report, without suffering retaliation, any activity by the Association or another employee that he or she believes, in good faith, is in violation or noncompliance of any state or federal law or regulation, or violates fiduciary responsibilities by the Association.

I. Fraternization

In the interest of avoiding actual or potential conflicts of interest, complaints of favoritism, possible sexual harassment, and potential dissension caused by romantic relationships between employees, and especially between supervisors and other employees, the Association has established the following policy provisions.

1. Dating between employees, while not prohibited, is often perceived as unprofessional behavior by co-workers and can lead to awkward

situations in the workplace. Keep in mind, relationships that do not begin or end with mutual consent can lead to sexual harassment complaints.

2. Should a supervisor become personally involved with an employee within the "line of command" a conflict of interest could occur. Therefore, all such relationships must be disclosed to the General Manager to ensure steps can be taken to avoid a problem. If potential issues are identified, the Association will work with the parties involved to consider options for resolving any conflict.
3. Failure to work with the Association to resolve a situation which may violate the standards set out in this policy may ultimately be deemed insubordination and may result in disciplinary action up to and including termination of employment. A refusal to accept a transfer to a reasonable alternative position, if available, will be deemed a voluntary resignation.

POLICY RE: PROTECTING CONFIDENTIAL INFORMATION

From time to time, employees may come into contact with matters which the Association considers confidential information or which constitute the Association's proprietary information or trade secrets.

The term "**confidential information**" means any Association proprietary information, member information and data, trade secrets or know how, including, but not limited to, other business information disclosed to employees by the Association either directly or indirectly in writing or orally. Confidential information does not include any of the foregoing items which have become publicly known and made generally available through no wrongful act of an employee.

Employees shall not in any way disclose confidential information to non-employees without the express authorization of the Association.

Upon termination of employment (voluntary or involuntary) with the Association, employees shall deliver to the Association all property belonging to the Association, including any copies or duplicates made of any original, which are in the possession or under the control of the employee.

Violation of this policy through either the unauthorized disclosure or misappropriation of confidential information belonging to the Association shall result in discipline of any employee violating the policy, including immediate termination. The Association may also pursue any legal remedies that are deemed appropriate for any unauthorized disclosure or misappropriation of the Association's proprietary information.

POLICY AGAINST DRUGS/ALCOHOL USE

It is the Association's intent to provide a drug-free, healthful, and safe workplace. To promote this goal, the Association may, at its sole discretion, require all prospective employees to undergo and pass a post-offer, pre-hire drug tests before employment begins. Also, once employed, all employees are required to report to work in appropriate mental and physical condition to perform their jobs in a safe and satisfactory manner. The Association has zero tolerance for employees working under the influence of alcohol and/or illegal drugs.

While on the Association's premises and while conducting Association-related activities off the Association's premises, no employee may use, possess, manufacture, distribute, sell, or be under the influence of alcohol or illegal drugs. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and the employee uses the legal prescribed drug in a safe manner that does not endanger himself or herself or other individuals in the workplace. If the Association finds that reasonable suspicion exists that the employee has violated this policy, the employee may be required to submit to chemical testing. Also, if the Association has reasonable suspicion to believe that a workplace accident or injury (including but not limited to, any involving Association vehicles or equipment) may have been caused by, or related to, the impermissible use of drugs or alcohol in violation of this policy, the employee may be required to submit to chemical testing. If testing proves positive, the employee may be subject to disciplinary action, up to and including termination after the Association has investigated the circumstances and determined Association policy has been violated.

WORKPLACE SAFETY AND ANTI-VIOLENCE POLICY

The Association is committed to providing a safe and healthy work environment. Pursuant to applicable law, the Association has adopted a separate Injury and Illness Prevention Program (IIPP) which outlines Association policies and procedures for safety in the workplace. All employees will be trained under the IIPP and are expected to comply with the IIPP at all times.

The Association is also firmly committed to providing a workplace free from acts of violence or threats of violence. Although some kinds of violence result from societal problems beyond our control, we believe measures can be adopted to increase protection for employees and to provide a secure workplace. In keeping with this commitment, we have established a strict policy prohibiting any employee from threatening or committing any act of violence in the workplace, while on duty, while on Association-related business, or while operating any vehicle or equipment owned or leased by the Association. This policy applies to all employees, including managers, and

non-supervisory employees. See the Association's IIPP for more information on preventing workplace violence.

ELECTRONIC COMMUNICATIONS USE POLICY

All computer, electronic and communications equipment made available by the Association to employees is provided for the efficient completion of work-related assignments and remains Association property. No employee should have any expectation of privacy in the use of Association property, including, but not limited to, computers, telephones, remote communication devices, email systems, or voice mail systems. Telephones, voice mail systems, computers, electronic mail, internet, instant messaging, intranet, facsimiles, cell phones and other remote access devices, and other electronic or communication equipment (collectively "electronic communications systems") are to be used for business purposes. This policy applies to any regular employee or temporary employee of the Association, including short-term or long-term contractors or consultants engaged in a business relationship with the Association.

The Association intends to follow and enforce the specific guidelines set forth below but reserves the right to change them at any time in its sole discretion as may be required under the circumstances:

1. The electronic communications systems are reserved for conducting business at the Association and any personal use must be kept to a minimum and must be in compliance with this policy.
2. Without the prior express written authorization of the Association, the electronic communications systems may not be used to solicit, advertise or proselytize for commercial ventures, religious or political causes, charitable or other outside organizations, or any other non-job related solicitations. Employees are not to use the Association internet access to engage in "chat rooms" or to post personal opinions.
3. All business communications should be made in a professional and respectful manner. The electronic mail system is not to be used to create offensive or disruptive messages or messages that would violate the Association's policies, including its policy against discrimination and harassment in the workplace. Among those which are considered offensive and inappropriate are any messages which contain sexual implications, racial slurs, gender-specific comments, or any other comment that offensively addresses a persons' age, race, gender, sexual orientation, creed, religion, national origin, disability, marital status, or any other status protected by federal or state law, or that make any direct or indirect threat to another. Access to websites that are discriminatory or offensive is prohibited.

4. The electronic communications systems are not to be used to send or receive any information that is confidential under the Association's Confidentiality Policy, copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization.
5. The Association reserves and intends to exercise the right, to review, audit, monitor, intercept, access and disclose all messages created, received, or sent over the electronic communications systems for any purposes.
6. The confidentiality of any message should not be assumed. Even when electronic mail messages are erased, it is still possible to retrieve and review them. Further, the use of passwords for security does not guarantee confidentiality.
7. Notwithstanding the Association's right to retrieve and review any electronic communication, such messages should be treated as confidential by other employees and accessed only by the intended recipient. Employees are not authorized to access, retrieve, read, and/or listen to any electronic communication not addressed to them. Any exception to this policy must receive approval by Association management.
8. All passwords for electronic communications systems must be disclosed to Association management upon demand or they may be invalidated. Employees shall not use a code, access a file, or retrieve any stored information, unless authorized to do so in the performance of his/her duties. Employees should not attempt to gain access to another employee's messages without the latter's permission.
9. Employee use of any Association-issued cellular telephone, Blackberry, or other remote or mobile communication device, or use of any personal device for Association purposes, must be in compliance with applicable laws, including but not limited to, any laws limiting use while driving or traveling (e.g. hands-free use requirements), or laws protecting the privacy rights of third parties.
10. Any employee who discovers a violation of this policy shall notify Association management immediately.
11. Any employee who violates this policy or uses the electronic communications systems for improper purposes shall be subject to discipline, up to and including termination. The Association also reserves the right to pursue any legal remedies it deems appropriate.

Nothing in this Electronic Communications Use Policy is intended to, and does not, interfere with employees' right to engage in concerted activity under the NLRA.

SOCIAL MEDIA USE POLICY

These are the Association's official guidelines and rules for social media use. If you are an employee creating or contributing to blogs, wikis, social networks, forums, virtual worlds, or any other kind of social media, including, but not limited to, Facebook, MySpace, Twitter, YouTube, or LinkedIn, ("**social media**") these guidelines and rules are for you. We expect all who participate in social media either on behalf of the Association or for their own personal reasons, to understand and follow these guidelines and rules. These guidelines and rules will continually evolve as new technologies and social networking tools emerge – and the Association will update them appropriately and notify its employees and contractors.

Guidelines and Rules When You Engage

Emerging platforms for online collaboration are fundamentally changing the way we work, offering new ways to engage with co-workers, colleagues, customers, clients, vendors, and the world at large. It's a new model for interaction, and we understand that social computing can help you to build stronger, more successful personal and business relationships. The Association in no way intends, and it is not the intent of these guidelines or rules, to censor or silence employees in their personal communications. The Association recognizes employees' rights to free speech and their right to concerted activity under the National Labor Relations Act (NLRA), and will take no action against an employee that exercises any such rights.

However, if you participate in social media, the Association requests that you please follow the following guidelines and rules:

- **Think Before You Post.** Always pause and think before posting. Once you post something, it is too late to take it back. If you are about to publish something that makes you even the slightest bit uncomfortable, don't shrug it off and hit 'send.' Take a minute to review these guidelines and rules and try to figure out what's bothering you. Fix it if you can. If you are still unsure, do not publish the comment.
- **Protect Confidential Information.** Respect proprietary and confidential information and content. You may never post anything related to the Association's (or any of its client's, customer's, etc.) confidential and/or proprietary information without the express written consent from the Association.

- **Respectful and Legal Debate.** There can sometimes be a fine line between healthy debate and an aggressive dispute. When disagreeing with another person's opinion, try and be polite and engage in a civil and objective dialogue about the issue rather than an offensive character attack or illegal conduct. Do not disparage the Association or its clients, employees, customers, or agents. Try to frame what you write to invite differing points of view without inflaming others. Some topics – like politics or religion – can lead to heated debate so try to be objective and considerate. Post meaningful, respectful comments – in other words, no spam and no remarks that are slanderous, harassing, or offensive. Remember, once the words are out there, you can't really get them back. And once an inflammatory discussion gets going, it's hard to stop.
- **Comply With Association Policies.** Know and comply with all of the Association's policies that may exist, including, but not limited to, any Code of Conduct; Policies against Harassment, Discrimination and Retaliation; Electronic Use Policy; and Confidentiality and Proprietary Information Policy.
- **Be Transparent.** Your honesty – or dishonesty – will be quickly noticed in the social media environment. If you are blogging about being employed by the Association or your work environment, use your real name and be clear about your role. Transparency is about your identity and relationship to the Association. Without prior written approval by the Association, you may never represent that you are speaking on behalf of the Association or any of its owners, officers, directors, employees, or agents. In fact, if you publish to a website about something related to your work at the Association, please use a disclaimer something like: "The postings on this site are my own and don't represent Lake Almanor Country Club's positions, strategies, or opinions." Also, all statements you make concerning your employment or work environment should be true and not misleading.
- **Comply With The Law.** Respect and comply with all laws, including but not limited to, laws against discrimination and harassment; defamation laws; privacy laws; brand, trademark, copyright, and fair use laws; trade secret laws; criminal laws; and financial disclosure laws. If you have any questions about these, you should seek counsel before posting. Also, never comment on anything related to legal matters, litigation, or any parties the Association may be in litigation with without appropriate prior approval.
- **Perception May Be Considered Reality.** In online social networks, the lines between public and private, personal and professional, are blurred. Simply by identifying yourself as an employee of the Association, you may create certain perceptions about who you are and what your role is at the Association, as well as certain perceptions about the Association itself. Therefore, make the

Association proud. Always engage in social media, and elsewhere, in a civil and professional manner.

- **It's Your Responsibility.** Participation in social media and social computing on your own time with your own computer equipment is your right as an individual. However, remember that what you write is ultimately your responsibility. If you violate a law or an Association policy, you will be responsible for the consequences. Therefore, take your participation in social media seriously and give it the respect it deserves.

This page left blank intentionally.

Acknowledgement of Receipt of Employee Handbook

I acknowledge receipt of Lake Almanor Country Club's ("Association") Employee Policy Handbook dated March 19, 2018. I have read the entire Handbook, have had the opportunity to ask any questions I have regarding its contents, and agree that I am responsible for knowledge of and compliance with all policies and procedures set forth therein.

I understand my employment is terminable at will, either by myself or the Association, regardless of the length of my employment or the granting of benefits of any kind. Either the Association or I may end the employment relationship at any time with or without cause and with or without notice. I understand no contract of employment other than "at will" has been expressed or implied, and that no circumstances arising out of my employment will alter my "at will" employment relationship unless expressed in writing, with the understanding specifically set forth and signed by myself and a management representative from the Association.

I also understand and agree that the terms and conditions of my employment as stated in the Handbook, or elsewhere, may be changed, with or without notice, at any time, by the Association. Neither the reservation nor the exercise by the Association of the right to change the terms and conditions of my employment shall change my status as an "at-will" employee as set forth in the Handbook.

Dated: _____

Employee's signature

(Print Name)

LAKE ALMANOR COUNTRY CLUB

Employee Handbook

March 22, 2017

**Lake Almanor Country Club
501 Peninsula Drive
Lake Almanor, CA 96137
530-596-3282**

Table of Contents

<u>Subject</u>	<u>Page No.</u>
INTRODUCTION	1
EQUAL EMPLOYMENT OPPORTUNITY	2
EMPLOYMENT CLASSIFICATIONS.....	2
WORK HOURS, ATTENDANCE AND COMPENSATION POLICIES.....	3
VACATION POLICY	7
SICK LEAVE POLICY	8
HOLIDAYS.....	10
LEAVES OF ABSENCE.....	10
EMPLOYEE BENEFITS	14
POLICY AGAINST HARASSMENT	17
PERFORMANCE EVALUATIONS	19
GUIDELINES FOR APPROPRIATE CONDUCT	20
INCOMPATIBLE ACTIVITIES	20
DISCIPLINE	21
POLICIES REGARDING ASSOCIATION PROPERTY AND PERSONAL PROPERTY	21
POLICIES REGARDING TELEPHONE USE, SMOKING, BREAK ROOMS, AND HOUSEKEEPING	22
OTHER POLICIES.....	23
POLICY RE: PROTECTING CONFIDENTIAL INFORMATION	25
POLICY AGAINST DRUGS/ALCOHOL USE	26
WORKPLACE SAFETY AND ANTI-VIOLENCE POLICY	26
SOCIAL MEDIA USE POLICY	29
Acknowledgement of Receipt of Employee Handbook	32

LAKE ALMANOR COUNTRY CLUB

Employee Handbook

INTRODUCTION

This Employee Handbook is intended to provide employees with a greater understanding of Lake Almanor Country Club's (the "Association" or "Employer") personnel policies. The information in this Handbook should be helpful in familiarizing employees with the Association. The personnel procedures and practices set forth in this Handbook are subject to modification. With the exception of the employment-at-will standard, the Association reserves the right to revise, supplement or rescind any of the provisions of this Handbook, as well as any of its other personnel policies or benefits, from time to time as it deems appropriate in its sole and absolute discretion. Each employee of the Association can assist in keeping our personnel program up to date by notifying us whenever problems are encountered or improvements can be made in the administration of our personnel policies. Employees should submit recommendations to the Office Manager for management consideration.

The Association certainly hopes that it and every employee will find the employment relationship satisfying and rewarding in all respects. At the same time, it recognizes that relationships are not always mutually satisfactory. **TO PROTECT BOTH PARTIES' RIGHTS, IT SHOULD BE REMEMBERED THAT THE EMPLOYMENT RELATIONSHIP IS TERMINABLE AT WILL, AT THE OPTION OF THE EMPLOYEE OR EMPLOYER.** Either the Association or the employee may end the employment relationship at any time with or without notice and with or without cause. Moreover, no one in the organization, other than the Board of Directors, has the authority or legal ability to modify the at-will nature of the employment relationship. The Board of Directors can modify the Association's at-will policy only in a written agreement that is approved by the Board, and signed by a person authorized by the Board, and the employee.

THIS HANDBOOK SUPERSEDES ALL PREVIOUS HANDBOOKS AND OTHER AGREEMENTS, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, RELATING TO THE EMPLOYMENT RELATIONSHIP AND SHALL NOT BE CHANGED OR SUBJECT TO CHANGE ORALLY. WITH THE EXCEPTION OF THE EMPLOYMENT AT-WILL STANDARD, THE GUIDELINES CONTAINED IN THE HANDBOOK ARE SUBJECT TO MODIFICATION, AMENDMENT, OR REVOCATION BY THE ASSOCIATION AT ANY TIME, WITH OR WITHOUT ADVANCE NOTICE.

EQUAL EMPLOYMENT OPPORTUNITY

The Lake Almanor Country Club is an equal opportunity employer. It is Association policy to provide equal opportunities to all qualified individuals regardless of race, color, creed, religion, national origin, sex, age, physical or mental disability, medical condition, marital status, sexual orientation, sexual identity, genetics, military or veteran status, or

any other class protected under federal, state, or local law. This policy applies to all terms and conditions of employment. It is the intent of the Association to comply with all applicable federal and state laws with respect to fair employment practices. The Association will provide reasonable accommodation to qualified applicants and employees with a known disability or for an employee's religious beliefs, provided the accommodation does not cause undue hardship to the Association.

EMPLOYMENT CLASSIFICATIONS

A **regular full-time employee** is one who is scheduled to work a full-time year-round schedule of more than 30 hours per week (or more than 1560 hours per year). Regular, full-time employees are generally eligible for benefits, subject to the terms, limitations and conditions of such benefit plans, as discussed herein or in specific plan documents, as amended from time to time.

A **regular part-time employee** is one who is assigned a year-round (non-seasonal) regular work schedule of less than 30 hours per week (or under 1560 hours per year). Regular part-time employees receive only those benefits specifically designated for receipt by regular part-time employees, unless otherwise provided herein, or required by applicable law.

A **temporary employee** is one who is hired to work on a specific project for a specified period of time. Employment beyond an initially stated period does not change the employment status in any way. Employment status will only be changed at the discretion of the Association. Temporary employees are not eligible for benefits, except those mandated by law.

A **seasonal full-time employee** is one who is scheduled to work full time (over 30 hours per week) for a fixed period or season. Seasonal full-time employees are generally eligible for benefits, subject to the terms, limitations and conditions of such benefit plans, as discussed herein or in specific plan documents, as amended from time to time.

A **seasonal part-time employee** is one who is scheduled to work no more than 30 hours per week for the season. Seasonal part-time employees are not eligible for benefits unless otherwise provided herein, or required by applicable law.

For the purposes of overtime, classifications of **exempt** and **non-exempt** are defined by federal and state law. Each employee's job shall be analyzed and a determination will be made as to whether the employee is or is not exempt from overtime. All **non-exempt** employees, whether paid on an hourly or a salary basis, shall be paid the appropriate overtime premium as established by applicable law, for all overtime hours worked in workday and/or workweek. **Exempt** employees are not entitled to overtime wages. (See **"Overtime" Policy on in section A3 of this Handbook**).

WORK HOURS, ATTENDANCE AND COMPENSATION POLICIES

A. Rest and Meal Periods; Overtime; and Recording Time

1. Rest Periods

Employees are given a ten (10) minute rest period every four (4) hours of work as required by law. It is the employee's responsibility to take these rest periods. Rest periods cannot be saved to be used for time off or to come in late or leave early.

2. Meal Periods

All employees who work more than five (5) hours in a single workday, must take a minimum of 30 minutes of unpaid time for a meal period, except that if the total number of hours worked in the day is not more than 6, you may waive your meal period. If an employee works more than ten (10) hours in a single workday, he/she will be provided an additional thirty (30) minute unpaid meal period in the second half of his/her shift. The employee's manager shall schedule meal periods so as to ensure coverage while employees are taking a meal period. However, the meal period should be taken as close as possible to the middle of the employee's shift but must be taken by the 5th hour of work.

So as to comply with applicable law, the Association has a strict policy that all employees take their full thirty (30) minute meal period. Non-exempt employees must record on their time card, the time they leave and the time they return from the meal period. Employees are to be relieved of all duties and are free to leave the worksite. No employee should remain on-duty during their thirty (30) minute meal period unless they have previously discussed this arrangement with the Office Manager.

Failure to comply with this Meal Period policy may result in disciplinary action, up to and including termination.

3. Overtime

Occasionally, emergencies or heavy work loads will interfere with the Association's normal working schedule. When such situations occur, additional overtime work hours for employees may be required and employee cooperation is expected. All overtime must be approved in advance by the employee's supervisor and the supervisor must initial the employee's time sheet. While unapproved overtime shall be paid according to applicable law, any excessive overtime worked by an employee that has not been approved and is not deemed necessary by the employee's supervisor may result in disciplinary action.

Non-exempt employees shall be paid one and one-half times the regular hourly rates for actual hours worked in excess of eight (8) hours in a workday, in excess of forty (40) hours in a workweek, and for the first eight (8) hours on the seventh (7th) consecutive day in a workweek. **Non-exempt** employees shall be paid double time for all hours worked in excess of twelve (12) hours in a workday and for all hours in excess of eight (8) hours on the seventh (7th) consecutive day in a workweek. For the purposes of calculating an employee's eligibility for overtime pay, hours paid for holiday are considered "hours worked." Time used for sick leave or vacation time are not considered "hours worked".

The following definitions apply in connection with the calculation of overtime and the issuance of payroll:

"Workday" means a consecutive 24-hour period starting at 12:01 a.m. and ending at midnight.

"Workweek" means seven consecutive 24-hour periods, starting on Monday and ending on Sunday.

Exempt employees are employed to perform the duties and responsibilities set forth in each job description, receive a set salary which is paid throughout the year, and are not entitled to overtime pay. Unlike **non-exempt** employees, an **exempt** employee's compensation is not based on the quantity of work performed. Therefore, they are not required to keep time cards recording the hours worked. Nevertheless, the Association expects all **exempt** employees to keep regular schedules and to advise and discuss with their supervisor any change in their regular schedule.

4. Record Keeping/Time Card

Non-exempt employees, whether paid on an hourly or salary basis, are responsible for filling out daily time cards for their hours worked. The time card must be completed accurately providing the time the employee's shift begins and ends, and the time the employee's meal/lunch period begins and ends. If a non-exempt employee performs any work outside his or her scheduled work hours, whether or not it is at the Association's facility or off-site, that time must also be accurately recorded on the time card. Pursuant to the Association's Overtime policy, non-exempt employees are to obtain authority in advance of working any overtime. Any absences or late arrivals are to be noted on the time sheet. Vacation and sick time is to be appropriately recorded.

B. Pay Periods and Paydays

As posted in the Administrative Office and each Department, employees are paid on a bi-weekly basis, and paychecks, or pay stubs for employees that elect to participate in Direct Deposit, can be picked up in the Administrative Office or from your Supervisor. If

a scheduled payday falls on an Association-observed holiday, employees will be paid on the day preceding the holiday.

All **non-exempt** employees should turn in their time cards to their supervisor no later than 5:00 pm on the last day of the pay period (or the preceding Friday if not working the weekend). While the failure to timely turn in time cards will not result in the delay of payment of wages to the employee, it can be grounds for disciplinary action for failing to comply with Association's policy.

Any concern by an employee that an error exists on a paycheck should be brought immediately to the attention of the Office Manager for review.

C. Expense Reimbursement

Employees are to obtain approval from the Association prior to incurring expenses they plan to seek reimbursement for from the Association. Once approval is given, the Association shall reimburse employees for all expenses they necessarily expend to carry out their duties. Travel expenses for travel required in transacting Association business will be reimbursed at a rate in compliance with applicable law. All reimbursement requests should be made to the Association within 7 days of incurring the expense.

D. Attendance

Each employee is responsible for being present at the correct time and location each day unless excused by a protected leave under applicable law, or by the Association. Attendance and punctuality are important to the efficient operation of any business. Good attendance and punctuality are essential components of solid employee performance and are measured by objective standards. Poor attendance and tardiness disrupts productivity and makes it difficult for other employees to function effectively.

E. Tardiness

Employees are expected to be ready to commence work on schedule. Accordingly, arriving late or leaving early in connection with scheduled work times, breaks, or meal periods is not permitted unless excused by a protected leave under applicable law, or by the Association. Repeated incidents of tardiness or leaving work early may result in disciplinary action, including possible termination.

F. Personnel Files and Changes in Personal Information

The Association maintains a personnel file for each employee. The file contains information relative to the employee's employment with the Association, such as data which must be maintained by all Employers as well as documentation concerning things

like changes in the employee's earnings and job positions, the employee's participation in job-related training and past and current appraisals of the employee's performance documented by your supervisor or management of the Association.

Because it is essential that the information contained within an employee's personnel file be kept up to date, each employee is required to provide his/her supervisor or the Office Manager, written notification within ten (10) days of the occurrence of any of the following events:

- Change of legal name;
- Change of address or telephone number;
- Change of marital status/dependents (only if relevant to employee's participation in Insurance and Pension, plans);
- Change in the number of exemptions claimed for income-tax withholding purposes;
- Change of designated individual to be notified in case of emergency.

The Association takes precautions to prevent the disclosure of personnel and payroll information without an employee's written authorization to do so. With respect to requests for information from prospective employers or creditors, it is the Association's policy to respond only to written requests and to provide only the employee's dates of employment and positions held, unless the employee has specifically authorized the Association in writing to do otherwise. The Association will, however, confirm for prospective employers and creditors who make inquiries via telephone the employee's most-recent or last salary provided the employee has given this information to the prospective creditor.

Upon request, an employee may inspect his/her personnel file in connection with performance and/or grievance issues. If an employee wishes to make such an inspection, he/she should contact the Office Manager and arrangements will be made for a convenient and reasonable time for the inspection to take place. Employees are also entitled to copies of any documents contained in their personnel file. If an employee wishes to request a copy of his/her personnel file, he/she should contact the Office Manager.

G. Withholdings

Employee wages are subject to the following mandatory payroll deductions: Federal Income Tax, Social Security Tax, Medicare Tax, State Income Tax, State Disability Insurance, plus any attachments, garnishments or liens required by law.

VACATION POLICY

Employees will accrue vacation at the following rates:

Years of Employment	Number of vacation hours per year
Regular full-time employees	
0-5 years	80 hours per year
5-10 years	120 hours per year
10+ years	160 hours per year
Seasonal full-time employees	
1-5 years	40 hours per year
5-10 years	60 hours per year
10+ years	80 hours per year

Vacation time shall accrue per pay period worked. Accrued vacation may not be used during the first three (3) months of employment. Employees may, no more than once a year, elect to “cash out” or be paid for no more than eighty (80) hours of accrued vacation time, so long as at least eighty (80) hours remain in that employee’s vacation bank.

The Association shall allow regular full-time & seasonal full-time employees to accrue and carry forward vacation benefits from one calendar year to the next. However, the maximum amount of vacation time (“cap on accrual”) a regular full-time employee can accrue is three hundred and twenty (320) hours. No further vacation benefits will accrue once an employee has reached the applicable cap on accrual in their accrued and unused “vacation bank”. Once an employee has used vacation time and their accrued and unused vacation days fall below the applicable cap, additional vacation days may be earned at the regular rate up to the cap on accrual allowed to be in their “vacation bank.”

Vacations should be scheduled in advance. Exceptions may be made on a case-by-case basis with the approval of your supervisor or the General Manager. Each full-time regular employee must take at least forty (40) hours of accrued vacation leave each year. Under no circumstances may any employee take more vacation time than the amount accrued. Upon termination of employment, employees shall be paid the equivalent salary for all earned, but unused vacation time, in accordance with applicable law.

SICK LEAVE POLICY

Consistent with applicable law, the Company will provide eligible employees with paid sick leave which allows employees to take time away from work for the purposes outlined below.

The Association offers paid sick leave to all employees.

Regular full-time employees - begin to accrue Sick Leave benefits on their first day of employment at the rate of 8 hours per month. Sick leave accrual shall be limited to 400 hours ("cap on accrual"). Once an employee has accrued 400 hours of sick leave, he/she will stop accruing sick leave until such time as he/she uses sick leave and the number of hours in his/her "sick leave" bank falls below the cap on accrual. Upon termination, each employee shall be paid 25% of their accrued sick leave.

All other employees - receive 24 hours of paid Sick Leave benefits at the beginning of each year or season, whichever applies. Unused sick leave does not carry over to the following year nor is it paid out at termination.

Non-exempt employees may take their sick leave benefits in hourly or full day increments. Exempt employees may take their sick leave benefits in full-day increments. Regular full-time employees may donate no more than 80.00 hours per year to another regular full-time employee as long as the balance of the donating employee's accrued sick time does not fall below 40 hours.

Except for emergencies, employees must notify the Association at least two (2) hours prior to their scheduled start time that they will be absent from work. If you are absent longer than three (3) days due to illness, medical evidence of your illness and/or medical certification of your fitness to return to work satisfactory to the Association may be required before the Association honors any sick pay requests. The Association may withhold sick pay and treat an absence as an unpaid absence if it reasonably suspects this sick leave policy has been abused. The Association will investigate any reasonable suspicion of abuse prior to making such decision.

Purpose for Which Sick Leave May be Taken: Employees may take paid sick leave for health and safety issues including when they are unable to work due to their own illness or injury, or for their own medical and dental appointments, or those of a "family member" of the employee. For purposes of this Sick Leave Policy, "family member" includes the employee's dependent children, parents, spouse, registered domestic partner, or child of a registered domestic partner, grandparent, grandchild, and sibling. Examples of permissible use of paid sick leave include diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member, as well as when an employee is a victim of domestic violence, sexual

assault, or stalking, for purposes of obtaining treatment and assistance as permitted by California's Labor Code.

Employees will be compensated for sick leave at the same wage rate that the employee normally earns during regular work hours. The Association will provide employees with written notice of the amount of paid sick leave accrued and available on either the employee's itemized wage statement or in a separate writing on the Association's designated pay days. Employees shall be paid for their sick leave no later than the payday for the next regular payroll period after the sick leave is taken.

Except as may otherwise be permitted under applicable law, an employee may not take sick leave without pay if he or she has any accrued paid sick leave or vacation available to use. If an employee is absent due to illness, but does not have any paid sick leave available to cover the absence, any available vacation hours must be used to cover the absence. Paid sick leave is not a vested benefit. Therefore, unless stated otherwise in this Sick Leave Policy, employees will not be paid for any accrued and unused paid sick leave at the end of each year or at any other time, including at the time the employee's employment with the Association is terminated, either voluntarily or involuntarily.

The Association may, at its sole discretion, and when it has a reasonable basis, require one or more of the following for an employee's absence due to illness:

1. Provide the Association with a doctor's certificate as a condition to receiving sick leave pay when the employee is absent for two or more days; or
2. Obtain a doctor's certification that the employee can safely perform all essential functions of his or her position, with or without reasonable accommodation, before the employee is allowed to return to work.

If the employee is hospitalized or out sick for more than 7 calendar days for an injury or illness that is not work-related, he or she should apply for State Disability Insurance (SDI) benefits. SDI claim forms are available from the Office Manager, or online at www.edd.ca.gov. Any sick leave paid by the Association while the employee is on a disability leave will be coordinated with SDI benefits.

HOLIDAYS – REGULAR FULL-TIME & SEASONAL FULL-TIME EMPLOYEES ONLY

The Association recognizes the following holidays and provides paid time off on the holidays listed below.

- New Year's Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving Day
- Christmas Day
- Your Birthday

All employees required to work on a paid holiday (other than your Birthday), will receive 1-1/2 times their regular hourly rate.

LEAVES OF ABSENCE

A. Personal Leaves of Absence

Unpaid personal leave may be requested. The Association shall evaluate a request for personal leave, and, in its sole discretion, determine whether such leave can be granted by the Association without creating an undue hardship to the Association and its operations. Employees must request personal leave in writing at least two (2) weeks prior to the time they wish such leave to commence. If that time cannot be met because of an emergency situation, employees must notify their supervisor as soon as possible, and must follow up with a written explanation of the nature of leave and expected length of absence. The General Manager of the Association must approve all personal leaves.

Personal leave will be without pay, but health and welfare benefits may continue at the discretion of the Association, up to three (3) months, and/or as permitted by the particular plan. Health benefits will continue through the end of the month in which the leave of absence ends.

B. Bereavement Leave

Regular full-time employees are allowed up to three (3) working days of paid leave to attend the funeral and to take care of personal matters related to the death of an immediate family member. For purposes of this Bereavement Leave Policy, an "immediate family member" is defined as a spouse, registered domestic partner, child,

child of a registered domestic partner, parent, grandparent, grand children, current stepparent, father-in-law, mother-in-law, sister, brother and current step- children.

C. Jury and Witness Duty

Regular full-time employees will be paid (less any jury pay received) for up to two weeks (80 hours) time away from work for required jury or witness duty. Other employees shall be granted unpaid leave for the duration of any jury duty. The Association requests that employees provide two (2) weeks' notice, if possible, prior to commencement of the time off, so as to arrange coverage of the employee's duties and responsibilities by others during the leave. If two (2) weeks' notice is not feasible, then the Association requests as much notice as possible. The Association also requires the employee provide appropriate documentation reflecting the employee's obligation to serve jury or witness duty.

D. Military and Reserve Duty Leave

Under prescribed circumstances, federal law allows you to take a leave of absence for military and reserve duty service and return to a comparable job. Before going into the service, we encourage you to check with the Federal Veterans Administration Department to become familiar with your rights and obligations. Also, before taking military leave, please contact Office Manager to work out the details of when you will leave work and when you will return to employment.

E. Pregnancy Disability Leave

A pregnant employee who, in the opinion of her health care provider, is disabled by her pregnancy, childbirth, or related medical condition, may take up to four (4) months of pregnancy disability leave (PDL). PDL leave does not have to be taken at once, but rather may be taken on an intermittent and/or reduced schedule basis. Intermittent leave is permissible in increments of the shortest period of time that the payroll system uses to account for absences or use of leave.

PDL leave is unpaid leave and the employee must provide the Association with medical certification from the health care provider. An employee may use any accrued and unused vacation and sick leave during her PDL. An employee wishing to take PDL must provide the Association with thirty (30) days' notice if the leave is foreseeable. If the leave is unforeseeable, the employee must give the Association notice as soon as practicable. If an employee going on PDL leave is covered under the Association's health insurance plan, the Association will maintain group health insurance coverage during PDL leave for up to a maximum of four (4) months on the same terms as if the employee continued to work. For more information regarding PDL leave, please contact the Office Manager.

F. Victims of Crime

An employee who is a victim of certain crimes, or whose immediate family member, including an employee's registered domestic partner, or the child of a registered domestic partner is a victim of a crime, including but not limited to, any form of domestic violence or sexual assault, may take unpaid leave, or utilize any accrued but unused vacation, to obtain a temporary restraining order, a restraining order, or other court assistance, or to seek medical attention, psychological counseling, shelter services, or safety planning assistance, in connection with the domestic violence, or to attend judicial proceedings related to the crime. The employee must give the Association reasonable advance notice of the intention to take time off for any of the above purposes, by notifying the Office Manager, unless reasonable notice is not feasible. The employee should also provide the Association with a copy of the notice of any scheduled legal proceeding, if available. For more information regarding this leave entitlement, please contact the Office Manager.

G. Voting

An employee who is unable to vote outside of working hours, may take off up to two (2) hours of working time, without loss of pay, to vote. Such time must be at the beginning or end of the regular working shift and the employee must notify the Association at least two (2) working days in advance to arrange a voting time.

H. Child's School - Suspension

An employee with a child who has been requested to appear at his or her child's school pursuant to a request under the California Education Code (e.g. suspension), is permitted to take unpaid leave for that purpose. The employee must give reasonable notice to the Association prior to taking the time off. An employee may concurrently utilize accrued and unused vacation time, if any is available, to be compensated for this otherwise unpaid leave.

I. Emergency Duty Leave

Employees who are "emergency rescue personnel" are permitted to take unpaid leave to attend to their emergency duties as a volunteer firefighter, reserve peace officer, or emergency rescue person. The Association asks the employee to provide as much advance notice as possible prior to taking the leave so arrangements can be made to cover the employee's duties and responsibilities during leave. An employee may concurrently utilize accrued and unused vacation time, if any is available, to be compensated for this otherwise unpaid leave.

J. Military Spouse Leave

Employees who work more than twenty (20) hours per week and have a spouse in the Armed Forces, National Guard, or Reserves, who have been deployed during a period of military conflict are eligible for up to ten (10) unpaid days off when their spouse is on leave from military deployment. Employees must request this leave in writing to their supervisor or Office Manager within two (2) business days of receiving official notice that their spouse will be on leave from military service. Employees requesting this leave are required to attach to their leave request, written documentation certifying his/her spouse will be on leave from deployment. An employee may concurrently utilize accrued and unused vacation time, if any is available, to be compensated for this otherwise unpaid leave.

K. Civil Air Patrol Leave

Volunteer members of the California Wing of the Civil Air Patrol may take up to ten (10) days of unpaid leave if they are called to respond to an emergency operation mission. To qualify for this leave an employee must: 1) have been employed for at least ninety (90) days immediately preceding the commencement of the leave; 2) give the Association as much notice as possible of the intended leave dates; and 3) provide appropriate documentation from the California Wing of the Civil Air Patrol to the Firm showing the need for such leave. Employees should speak to their supervisor and the Office Manager regarding taking leave under this policy. An employee may concurrently utilize accrued and unused vacation time, if any is available, to be compensated for this otherwise unpaid leave.

L. Drug or Alcohol Rehabilitation Leave

Notwithstanding, and in accordance with, the Association's Policy Against Drug and Alcohol Abuse, if an employee wishes to voluntarily enter into an alcohol or drug rehabilitation program, he or she should contact the Office Manager. The Association will engage in the interactive process with the employee to determine the employee's needs for leave (e.g. for one extended period, or on an intermittent or reduced schedule basis to attend meetings, etc.) and will provide a reasonable accommodation for him or her to do so, provided it does not create an undue hardship on the Association. Any leave under this policy is unpaid leave. However, an employee may concurrently use accrued and unused sick leave, if any is available, in order to receive pay during his or her absence.

M. Illiteracy Assistance Accommodation

The Association will reasonably accommodate and assist an employee who reveals a problem of illiteracy and requests assistance. While the Association is not obligated to provide a leave of absence to an employee in this situation, if the employee requests

time off from work to attend classes or seek other assistance that cannot be obtained during non-work hours and such time can be taken without creating an undue hardship on the Association, it will be granted. Any employee wishes assistance under this policy should contact the Office Manager. Any time off under this policy is unpaid. However, an employee may concurrently use accrued and unused vacation time, if any is available, in order to receive pay during his or her absence.

N. Organ and Bone Marrow Donation Leave

Employees who are donating an organ to another person may take a paid leave of absence not exceeding 30 business days (and which may be taken in one or more periods) in any twelve (12) month period. Employees who are donating their bone marrow to another person may take a paid leave of absence not exceeding 5 business days (and which may be taken in one or more periods) in any twelve (12) month period. For purposes of this policy, the twelve (12) month period begins on the first day the employee takes leave under the policy and rolls forward from that date.

In order to receive a leave of absence under this policy, employees must provide a written verification to the Association that shows that the employee is an organ or bone marrow donor and that there is a medical necessity for the donation. The Association requires that as a condition of an employee's initial receipt of bone marrow or organ donation leave, that an employee concurrently use up to five (5) days of earned but unused sick or vacation leave (if any is available) for bone marrow donation, and concurrently use up to two (2) weeks of earned but unused sick or vacation leave (if any is available) for organ donation.

Any leave taken under this policy shall not cause a break in the employee's continuous service for purposes of seniority or benefit entitlements like sick leave and vacation accrual. An employee returning from leave under this policy shall be restored to the position he or she held when the leave began or to an equivalent position. For more information, or to request a leave of absence under this policy, please contact the Office Manager.

EMPLOYEE BENEFITS

A. Health/Life/Disability Insurance

The Association provides health/life/disability insurance benefits to regular full-time & seasonal full-time employees. The details of those benefit plans are described in the particular plan documents. Full descriptions of the plans are available from the Office Manager. However, below is a summary of the Association's health and life insurance coverage.

- The Association's medical, life, and disability benefits may change periodically. The Association reserves the right to discontinue and/or make changes in carriers, coverage amounts and the portion of the premiums paid for by the Association. Employees should contact the Office Manager if they have any questions or need further information regarding the Association's insurance plans.
- Medical coverage is for employee and dependents effective on the first of the month after 30 days of employment.
- A "dependent" is defined and outlined in the individual policy or applicable law.
- If the employee is eligible for coverage under the Association's medical benefits plan but has coverage under an equivalent plan from another source, the employee should contact the Office Manager to discuss coverage coordination and, if appropriate, sign a declaration declining coverage under the Association's plan.
- The Association offers benefits through the PHi CARES Air Flight Ambulance program to eligible employees. Eligibility and benefit information is outlined in the program documents.

B. LACC Retirement Plan

The Association offers all eligible employees over the age of 21 the opportunity to participate in this plan. Eligibility is determined by the plan documents. For more information regarding the retirement plan, contact the Office Manager.

C. Social Security

As an employee of the Association, you are covered under the provisions of the Federal Social Security Law (FICA). The amount of deduction from your wages from Social Security taxes is mandated by the federal government for both the employees and the Association's contribution.

The total contribution by you and the Association is credited towards your Social Security benefits, which may be available at the time you are eligible to retire. In addition, disability and survivor's benefits are financed through Social Security deductions. Specific benefit eligibility positions are available by calling the local Social Security office.

D. Workers' Compensation Insurance

The Association carries workers' compensation insurance coverage required by law to protect employees who are injured on the job. This insurance provides medical, surgical, and hospital treatment in addition to payment for loss of earnings that result from work related injuries.

Compensation payments begin from the first day of an employee's hospitalization or after the third day following the injury if an employee is not hospitalized. The cost of this coverage is paid completely by the Association. **If you are injured while working, you must report it immediately to your supervisor or the Office Manager, regardless of how minor the injury may be.**

E. Unemployment Insurance

If your employment with the Association is involuntarily terminated, you may be eligible to receive unemployment benefits. You must file a claim with the State Employment Development Department (EDD) who determines eligibility.

F. State Disability Insurance

To protect employees who miss work due to their non-work related accident or illness, the State Disability Insurance (SDI) program is a state-mandated program, funded through employee payroll deductions and administered through California's Employment Development Department (EDD) who determines eligibility. For more information regarding SDI, employees should contact their local EDD office.

G. Paid Family Leave (Family Temporary Disability Insurance)

Employees contribute through payroll deductions to the California State Disability Insurance (SDI) Program known as "Paid Family Leave." This program is administered through the EDD who determines eligibility. The program will provide eligible employees with partial reimbursement of their pay for up to six weeks during any 12 month period if the employee is off for a qualifying reason to care for their seriously ill family member, including a registered domestic partner, or to bond with a minor child within one year of the birth or placement of the child in connection with foster care or adoption. The new law provides a state disability-funded partial wage replacement and does not create a right to a leave of absence. For more information, employees should contact the local state EDD office.

POLICY AGAINST HARASSMENT AND DISCRIMINATION

A. Notification to All Employees That Harassment and Discrimination is Prohibited

The Association is committed to maintaining a fair and productive work environment for everyone. The Association will not tolerate inappropriate, offensive, or harassing conduct by employees, or by clients, customers, or vendors of the Association. Harassment can include conduct directed toward a person's race, color, religion, sex or gender, national origin, age, physical or mental disability, medical condition, sexual orientation, marital status, veteran's status, or other legally recognized protected class under federal, state, or local law. Prohibited conduct includes but is not limited to, inappropriate jokes, insults, threatening intimidating behavior, unwelcome sexual advances, or taking unjustified and adverse action against an employee because of their protected class. The Association will not tolerate improper interference with the ability of any employees to perform their expected duties. All employees are expected to act professionally and courteously with one another, and are required to cooperate and abide by this policy by not engaging in any inappropriate or harassing behavior or personal acts, and by immediately reporting any incidents of inappropriate or harassing conduct they observe or are subjected to, to one of the Reporting Points listed in this Policy in Section C below.

B. Specific Definition of Sexual Harassment

Sexual harassment can include unsolicited and unwelcome sexual overtures (whether they be written, verbal, physical or visual) whenever submission is explicit or is implicitly made a term or condition of employment or receipt of service; submission or rejection is used as a basis for an employment or service continuation decision; or such conduct has the potential to negatively affect the employee's work or create an intimidating, hostile or otherwise offensive work environment.

Sexual harassment can include behavior that is personally offensive, threatening, and interferes with work performance. It includes unwelcome sexual behavior to employees by non-employees and by employees to non-employees. The following is an illustrative (not exhaustive) list of some, but not all actions you are to avoid that could be interpreted as sexual harassment:

- Unwelcome sexual advances and propositions.
- Offensive flirtations with sexual overtones.
- Sexual innuendo.
- Obscene and suggestive comments.
- Humor or jokes about sex or gender specific traits.
- Graphic comments about an individual's body.
- Sexually suggestive or explicit graffiti, illustrations, visual or printed material in the workplace.

C. Reporting Acts of Harassment

Any employee who has been subjected to offensive conduct or believes he or she has been subjected to offensive treatment, discriminated against, or harassed, or has knowledge of any other employee who has been the target of or suffered from such conduct, should report this immediately to one of the following individuals (“Reporting Points”):

- Office Manager
- General Manager
- Board President

D. The Association’s Duty

All management personnel have the duty to: (a) manage their work environments in a manner that discourages any form of harassment including, but not limited to, sexual harassment; (b) monitor their workplace to identify inappropriate or harassing conduct; and (c) if they receive complaints or are aware of inappropriate conduct, refer them to the Association's management or Office Manager for investigation.

The Association will promptly undertake an effective, thorough, and objective investigation of any report of inappropriate or harassing conduct, and, as necessary, will take effective remedial action.

E. Policy Against Retaliation

Association policy and federal and state law forbid retaliation against any employee who opposes harassment, files a complaint, testifies, assists or participates in any manner in an investigation, proceedings or hearing conducted by the Association or any governmental agency with the authority to investigate complaints of harassment.

Prohibited retaliation includes, but is not limited to:

- Demotion.
- Suspension.
- Failure to hire or consider for hire.
- Failure to give equal consideration in making employment decisions.
- Failure to make impartial employment recommendations.
- Adversely affecting working conditions or otherwise denying any employment benefit to an individual.

Anyone who believes they have been subjected to retaliatory conduct for making a report or complaint under this policy or for participating in a workplace investigation

under this policy, should immediately report it to one of the Reporting Points listed above. The Association will investigate and take appropriate remedial action.

Anyone found in violation of this policy will be disciplined, up to and including termination.

Finally, the Association encourages all employees to report any incidents of harassment, discrimination, or retaliation forbidden by this policy *immediately* so that complaints can be quickly and fairly addressed by the Association and appropriate action can be taken. You also should be aware that the Federal Equal Employment Opportunity Commission (EEOC) and the California Department of Fair Employment and Housing (DFEH) investigate complaints of prohibited harassment, discrimination, and retaliation in employment. The nearest office of the EEOC and DFEH is listed in the telephone book or on the Internet.

PERFORMANCE EVALUATIONS

Performance evaluations provide employees feedback on how well they are performing. In evaluating performance, many factors are considered: quality of work, use of resources, adherence to policies and procedures, problem solving, interpersonal relations as well as teamwork and adaptability.

The Association may, in its sole and absolute discretion, conduct: (1) a performance evaluation after the first 90 days of employment; (2) annual performance evaluations; and (3) performance evaluations at such other times as it deems necessary. When an evaluation is conducted, supervisors will prepare written performance evaluation and review and discuss it with the employee. The written performance evaluation will be placed in the employee's personnel file.

Seasonal Employee Evaluations. Seasonal employees shall be evaluated just prior to the end of the Season.

Although the Association plans to complete written evaluations of employees annually as described above, employees should note the Association is continually evaluating its employees and reserves the right to complete a written evaluation of any employee at any time. Further, no employee is entitled to a performance evaluation, salary review, or salary increase, nor is a performance evaluation required as a condition for discipline or termination of any employee's employment with the Association. Neither the Association's discretion in conducting performance evaluations, nor the results of any such evaluation, alters the "at will" employment relationship between the employee and the Association.

GUIDELINES FOR APPROPRIATE CONDUCT

Each employee must exercise sound judgment and concern for fellow workers, our customers and the Association. It is recognized, however, that these guidelines are not always enough to govern employee conduct and maintain a safe work environment. Disciplinary action, up to and including termination, could result for misconduct. Below is a list of some examples of misconduct. The list is illustrative, not all-inclusive. Employment with the Association is “at-will” and may be terminated by either the employer or the employee at any time for any reason with or without notice.

1. Misconduct such as, but not limited to, dishonesty, falsifying Association documents, fraud, willful intent to harm the Association’s interest
2. Violation of Association policies, including, but not limited to, the non-harassment policy
3. Insubordination
4. Unauthorized possession of a fire arm and/or explosives on Association property
5. Fighting or engaging in “horseplay” on Association property or while representing the Association
6. Violation or disregard to Safety Rules and Procedures
7. Failure to immediately report a job-related injury, damage to equipment or property
8. Unauthorized removal of property or misappropriation of property
9. Violation of Association confidentiality
10. Failure to follow the Line of Command (immediate supervisor, Office manager, then General Manager) when discussing concerns regarding the workplace (Office Manager may discuss concerns with the Board President if it involves the General Manager.)

INCOMPATIBLE ACTIVITIES

No employee shall engage in any activity or enterprise which is incompatible with the duties and responsibilities of Association employment, or with the duties, functions or responsibilities of his or her department. The following activities are considered incompatible with Association employment.

1. Any employment, activity, or enterprise which involves the use for private gain of Association time, facilities, equipment, supplies, prestige, influence, badge or uniform.
2. Receipt or acceptance by an employee of any money or other consideration from anyone other than the Association for performance of an act or function which the employee would be required or expected to

render in the regular course of Association employment. (Tipping, where customary, may be excluded).

3. Use of personal (off-duty) time in such manner or to such extent that it impairs the performance of Lake Almanor Country Club duties and the exercise of Association responsibilities.

DISCIPLINE

It is the Association's desire to avoid the necessity of disciplining employees. However, it is necessary to enforce Association policies and rules of conduct in a fair and consistent manner in order to provide an enjoyable and productive workplace. As such, the Association reserves the right to impose appropriate disciplinary action if policies are violated or employees engage in unacceptable behavior. In the sole discretion of the Association, a variety of disciplinary measures may be utilized, including, but not limited to, verbal warnings, written warnings, suspensions, performance improvement plans, and termination. The Association's disciplinary system is not a formal progressive discipline policy. The Association reserves the right to take the appropriate form of disciplinary action, up to and including termination, as it, in its sole discretion, determines is warranted based on the circumstances. However, in no way does the Association's chosen form of discipline, alter the Association's policy of "at will" employment.

POLICIES REGARDING ASSOCIATION PROPERTY AND PERSONAL PROPERTY

A. Association Equipment and Rights of Inspection

Association provided lockers and/or desks may be available upon request. The lockers and/or desks are Association property and employees have no expectation of privacy. Management maintains a copy of the key to all lockers and desks, and retains the right to search them at any time there is a reasonable suspicion a violation of Association policy or the law exists. In addition, employees should not have a reasonable expectation of privacy in computers, computer files, e-mails, voicemails, or any other Association property. The Association reserves the right to monitor and search such property. Any personal property (e.g. purse, backpack, or other item) brought onto the Association premises will be subject to search by appropriate persons, including law enforcement, upon reasonable suspicion that health or safety issues exist, or the employee has violated the law. All searches shall be conducted in a reasonable manner and on a non-discriminatory basis.

B. Equipment/Supplies

All equipment and supplies should be used for a specific business-related purpose. No equipment or supplies may be removed from the premises without the express prior approval of your Department Supervisor or the General Manager.

C. Personal Property

The Association cannot be responsible and will not assume liability for any loss or damage to personal property resulting from theft, fire, or any other causes on the Association's premises.

POLICIES REGARDING TELEPHONE USE, SMOKING, BREAK ROOMS, AND HOUSEKEEPING

A. Telephone Calls

Business telephone calls are an essential part of the Association's business. Therefore, personal calls of an emergency nature only may be taken at work stations. No long distance calls may be charged to the Association without a Manager's prior approval.

B. Personal Cellular Phones

Try to keep personal calls to a minimum.

C. Housekeeping – Clean Work Areas

To maintain a professional image, all work areas should be kept neat and orderly. Files, supplies and materials should be put away when not in use, and personal items should be kept to a minimum.

D. Rules Regarding Smoking

Lake Almanor Country Club is a smoke free workplace. Smoking is prohibited in all work areas including all interior building space, at the entrances and exits to Association property and in all Association vehicles. Smoking during scheduled working hours is prohibited, except for designated rest breaks and lunch periods. Employees may smoke during designated rest breaks and lunch periods only outside of buildings and work areas, or in their personal vehicle during their designated lunch period. Violation of this policy will subject the employee to discipline, up to and including termination.

E. Break Rooms

Any person using the break room must clean up after themselves. Any dishes left in the sink, on the counter and any food left in the refrigerator without a label identifying the employee and date shall be disposed of.

OTHER POLICIES

A. Association Vehicles

Association owned vehicles and/or equipment may be used only for official business, and travel between home and work by assigned employees or as approved by the General Manager. All Association vehicles will be easily identified by use of company logo and name. Employees shall not allow or permit unauthorized persons to ride in Association vehicles.

B. Private Vehicles

Where an Association vehicle is not available, the General Manager may authorize use of an employee's private vehicle to conduct official business. The owner of such vehicle shall be reimbursed for mileage used for Association business at the current rate established by the Internal Revenue Service. Employees must keep and submit accurate records of mileage used for Association business.

C. Training and Travel

Employees receiving training or education, or attending meetings, conferences, or other programs or travel which directly relate to Association duties and responsibilities, may receive advances and reimbursement for necessary expenses. Necessary expenses may include, but are not limited to, fees, transportation, meals and lodging. Participation must be approved in advance by the General Manager.

D. Communication with the Public

The General Manager of the Association shall review all media releases and reports to the Board generated by Association staff members in order to avoid the possibility of inadvertent offense or embarrassment to individuals or organizations with which the Association can and should maintain cooperation. All staff members acting in an official capacity will be expected to exercise a high degree of discretion in communication with members of the media and in public forums open to media reporting. Topics known to be controversial shall be reviewed with the General Manager before such topics are discussed with the media.

E. Employee Guest Privileges

Department managers may authorize persons to come into the Association as their guests. Other Association employees must have their guests approved by their department manager. The department manager shall approve guests for employees on a case by case basis. Department managers should contact the security gate personally to authorize employee guests.

F. Employee use of Amenities

Employees normally working twenty (20) hours or more per week are accorded membership status in the Association for purposes of access to, and fees for, Association amenities. Some employees may be accorded use of an amenity without payment of fees, subject to the approval of the General Manager. Membership benefits that may be provided to employees under this Policy are in the sole and absolute discretion of the Association and the Association may revoke any such benefits or an employee's right to use Association amenities at any time.

G. Dress Code

The Association expects its employees to be well groomed, clean, and neat at all times in accordance with the nature of their work. Work attire should compliment an environment which reflects an efficient, orderly, and professionally operated organization.

H. Whistleblower Protection

The Association encourages employees to report improper activities and will protect them from retaliation for making any such report in good faith. Employees have the right to report, without suffering retaliation, any activity by the Association or another employee that he or she believes, in good faith, is in violation or noncompliance of any state or federal law or regulation, or violates fiduciary responsibilities by the Association.

I. Fraternization

In the interest of avoiding actual or potential conflicts of interest, complaints of favoritism, possible sexual harassment, and potential dissension caused by romantic relationships between employees, and especially between supervisors and other employees, the Association has established the following policy provisions.

1. Dating between employees, while not prohibited, is often perceived as unprofessional behavior by co-workers and can lead to awkward

situations in the workplace. Keep in mind, relationships that do not begin or end with mutual consent can lead to sexual harassment complaints.

2. Should a supervisor become personally involved with an employee within the "line of command" a conflict of interest could occur. Therefore, all such relationships must be disclosed to the General Manager to ensure steps can be taken to avoid a problem. If potential issues are identified, the Association will work with the parties involved to consider options for resolving any conflict.
3. Failure to work with the Association to resolve a situation which may violate the standards set out in this policy may ultimately be deemed insubordination and may result in disciplinary action up to and including termination of employment. A refusal to accept a transfer to a reasonable alternative position, if available, will be deemed a voluntary resignation.

POLICY RE: PROTECTING CONFIDENTIAL INFORMATION

From time to time, employees may come into contact with matters which the Association considers confidential information or which constitute the Association's proprietary information or trade secrets.

The term "**confidential information**" means any Association proprietary information, member information and data, trade secrets or know how, including, but not limited to, other business information disclosed to employees by the Association either directly or indirectly in writing or orally. Confidential information does not include any of the foregoing items which have become publicly known and made generally available through no wrongful act of an employee.

Employees shall not in any way disclose confidential information to non-employees without the express authorization of the Association.

Upon termination of employment (voluntary or involuntary) with the Association, employees shall deliver to the Association all property belonging to the Association, including any copies or duplicates made of any original, which are in the possession or under the control of the employee.

Violation of this policy through either the unauthorized disclosure or misappropriation of confidential information belonging to the Association shall result in discipline of any employee violating the policy, including immediate termination. The Association may also pursue any legal remedies that are deemed appropriate for any unauthorized disclosure or misappropriation of the Association's proprietary information.

POLICY AGAINST DRUGS/ALCOHOL USE

It is the Association's intent to provide a drug-free, healthful, and safe workplace. To promote this goal, the Association may, at its sole discretion, require all prospective employees to undergo and pass a post-offer, pre-hire drug tests before employment begins. Also, once employed, all employees are required to report to work in appropriate mental and physical condition to perform their jobs in a safe and satisfactory manner. The Association has zero tolerance for employees working under the influence of alcohol and/or illegal drugs.

While on the Association's premises and while conducting Association-related activities off the Association's premises, no employee may use, possess, manufacture, distribute, sell, or be under the influence of alcohol or illegal drugs. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and the employee uses the legal prescribed drug in a safe manner that does not endanger himself or herself or other individuals in the workplace. If the Association finds that reasonable suspicion exists that the employee has violated this policy, the employee may be required to submit to chemical testing. Also, if the Association has reasonable suspicion to believe that a workplace accident or injury (including but not limited to, any involving Association vehicles or equipment) may have been caused by, or related to, the impermissible use of drugs or alcohol in violation of this policy, the employee may be required to submit to chemical testing. If testing proves positive, the employee may be subject to disciplinary action, up to and including termination after the Association has investigated the circumstances and determined Association policy has been violated.

WORKPLACE SAFETY AND ANTI-VIOLENCE POLICY

The Association is committed to providing a safe and healthy work environment. Pursuant to applicable law, the Association has adopted a separate Injury and Illness Prevention Program (IIPP) which outlines Association policies and procedures for safety in the workplace. All employees will be trained under the IIPP and are expected to comply with the IIPP at all times.

The Association is also firmly committed to providing a workplace free from acts of violence or threats of violence. Although some kinds of violence result from societal problems beyond our control, we believe measures can be adopted to increase protection for employees and to provide a secure workplace. In keeping with this commitment, we have established a strict policy prohibiting any employee from threatening or committing any act of violence in the workplace, while on duty, while on Association-related business, or while operating any vehicle or equipment owned or leased by the Association. This policy applies to all employees, including managers, and

non-supervisory employees. See the Association's IIPP for more information on preventing workplace violence.

ELECTRONIC COMMUNICATIONS USE POLICY

All computer, electronic and communications equipment made available by the Association to employees is provided for the efficient completion of work-related assignments and remains Association property. No employee should have any expectation of privacy in the use of Association property, including, but not limited to, computers, telephones, remote communication devices, email systems, or voice mail systems. Telephones, voice mail systems, computers, electronic mail, internet, instant messaging, intranet, facsimiles, cell phones and other remote access devices, and other electronic or communication equipment (collectively "electronic communications systems") are to be used for business purposes. This policy applies to any regular employee or temporary employee of the Association, including short-term or long-term contractors or consultants engaged in a business relationship with the Association.

The Association intends to follow and enforce the specific guidelines set forth below but reserves the right to change them at any time in its sole discretion as may be required under the circumstances:

1. The electronic communications systems are reserved for conducting business at the Association and any personal use must be kept to a minimum and must be in compliance with this policy.
2. Without the prior express written authorization of the Association, the electronic communications systems may not be used to solicit, advertise or proselytize for commercial ventures, religious or political causes, charitable or other outside organizations, or any other non-job related solicitations. Employees are not to use the Association internet access to engage in "chat rooms" or to post personal opinions.
3. All business communications should be made in a professional and respectful manner. The electronic mail system is not to be used to create offensive or disruptive messages or messages that would violate the Association's policies, including its policy against discrimination and harassment in the workplace. Among those which are considered offensive and inappropriate are any messages which contain sexual implications, racial slurs, gender-specific comments, or any other comment that offensively addresses a persons' age, race, gender, sexual orientation, creed, religion, national origin, disability, marital status, or any other status protected by federal or state law, or that make any direct or indirect threat to another. Access to websites that are discriminatory or offensive is prohibited.

4. The electronic communications systems are not to be used to send or receive any information that is confidential under the Association's Confidentiality Policy, copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization.
5. The Association reserves and intends to exercise the right, to review, audit, monitor, intercept, access and disclose all messages created, received, or sent over the electronic communications systems for any purposes.
6. The confidentiality of any message should not be assumed. Even when electronic mail messages are erased, it is still possible to retrieve and review them. Further, the use of passwords for security does not guarantee confidentiality.
7. Notwithstanding the Association's right to retrieve and review any electronic communication, such messages should be treated as confidential by other employees and accessed only by the intended recipient. Employees are not authorized to access, retrieve, read, and/or listen to any electronic communication not addressed to them. Any exception to this policy must receive approval by Association management.
8. All passwords for electronic communications systems must be disclosed to Association management upon demand or they may be invalidated. Employees shall not use a code, access a file, or retrieve any stored information, unless authorized to do so in the performance of his/her duties. Employees should not attempt to gain access to another employee's messages without the latter's permission.
9. Employee use of any Association-issued cellular telephone, Blackberry, or other remote or mobile communication device, or use of any personal device for Association purposes, must be in compliance with applicable laws, including but not limited to, any laws limiting use while driving or traveling (e.g. hands-free use requirements), or laws protecting the privacy rights of third parties.
10. Any employee who discovers a violation of this policy shall notify Association management immediately.
11. Any employee who violates this policy or uses the electronic communications systems for improper purposes shall be subject to discipline, up to and including termination. The Association also reserves the right to pursue any legal remedies it deems appropriate.

Nothing in this Electronic Communications Use Policy is intended to, and does not, interfere with employees' right to engage in concerted activity under the NLRA.

SOCIAL MEDIA USE POLICY

These are the Association's official guidelines and rules for social media use. If you are an employee creating or contributing to blogs, wikis, social networks, forums, virtual worlds, or any other kind of social media, including, but not limited to, Facebook, MySpace, Twitter, YouTube, or LinkedIn, ("**social media**") these guidelines and rules are for you. We expect all who participate in social media either on behalf of the Association or for their own personal reasons, to understand and follow these guidelines and rules. These guidelines and rules will continually evolve as new technologies and social networking tools emerge – and the Association will update them appropriately and notify its employees and contractors.

Guidelines and Rules When You Engage

Emerging platforms for online collaboration are fundamentally changing the way we work, offering new ways to engage with co-workers, colleagues, customers, clients, vendors, and the world at large. It's a new model for interaction, and we understand that social computing can help you to build stronger, more successful personal and business relationships. The Association in no way intends, and it is not the intent of these guidelines or rules, to censor or silence employees in their personal communications. The Association recognizes employees' rights to free speech and their right to concerted activity under the National Labor Relations Act (NLRA), and will take no action against an employee that exercises any such rights.

However, if you participate in social media, the Association requests that you please follow the following guidelines and rules:

- **Think Before You Post.** Always pause and think before posting. Once you post something, it is too late to take it back. If you are about to publish something that makes you even the slightest bit uncomfortable, don't shrug it off and hit 'send.' Take a minute to review these guidelines and rules and try to figure out what's bothering you. Fix it if you can. If you are still unsure, do not publish the comment.
- **Protect Confidential Information.** Respect proprietary and confidential information and content. You may never post anything related to the Association's (or any of its client's, customer's, etc.) confidential and/or proprietary information without the express written consent from the Association.

- **Respectful and Legal Debate.** There can sometimes be a fine line between healthy debate and an aggressive dispute. When disagreeing with another person's opinion, try and be polite and engage in a civil and objective dialogue about the issue rather than an offensive character attack or illegal conduct. Do not disparage the Association or its clients, employees, customers, or agents. Try to frame what you write to invite differing points of view without inflaming others. Some topics – like politics or religion – can lead to heated debate so try to be objective and considerate. Post meaningful, respectful comments – in other words, no spam and no remarks that are slanderous, harassing, or offensive. Remember, once the words are out there, you can't really get them back. And once an inflammatory discussion gets going, it's hard to stop.
- **Comply With Association Policies.** Know and comply with all of the Association's policies that may exist, including, but not limited to, any Code of Conduct; Policies against Harassment, Discrimination and Retaliation; Electronic Use Policy; and Confidentiality and Proprietary Information Policy.
- **Be Transparent.** Your honesty – or dishonesty – will be quickly noticed in the social media environment. If you are blogging about being employed by the Association or your work environment, use your real name and be clear about your role. Transparency is about your identity and relationship to the Association. Without prior written approval by the Association, you may never represent that you are speaking on behalf of the Association or any of its owners, officers, directors, employees, or agents. In fact, if you publish to a website about something related to your work at the Association, please use a disclaimer something like: "The postings on this site are my own and don't represent Lake Almanor Country Club's positions, strategies, or opinions." Also, all statements you make concerning your employment or work environment should be true and not misleading.
- **Comply With The Law.** Respect and comply with all laws, including but not limited to, laws against discrimination and harassment; defamation laws; privacy laws; brand, trademark, copyright, and fair use laws; trade secret laws; criminal laws; and financial disclosure laws. If you have any questions about these, you should seek counsel before posting. Also, never comment on anything related to legal matters, litigation, or any parties the Association may be in litigation with without appropriate prior approval.
- **Perception May Be Considered Reality.** In online social networks, the lines between public and private, personal and professional, are blurred. Simply by identifying yourself as an employee of the Association, you may create certain perceptions about who you are and what your role is at the Association, as well as certain perceptions about the Association itself. Therefore, make the

Association proud. Always engage in social media, and elsewhere, in a civil and professional manner.

- **It's Your Responsibility.** Participation in social media and social computing on your own time with your own computer equipment is your right as an individual. However, remember that what you write is ultimately your responsibility. If you violate a law or an Association policy, you will be responsible for the consequences. Therefore, take your participation in social media seriously and give it the respect it deserves.

Acknowledgement of Receipt of Employee Handbook

I acknowledge receipt of Lake Almanor Country Club's ("Association") Employee Policy Handbook dated March 22, 2017. I have read the entire Handbook, have had the opportunity to ask any questions I have regarding its contents, and agree that I am responsible for knowledge of and compliance with all policies and procedures set forth therein.

I understand my employment is terminable at will, either by myself or the Association, regardless of the length of my employment or the granting of benefits of any kind. Either the Association or I may end the employment relationship at any time with or without cause and with or without notice. I understand no contract of employment other than "at will" has been expressed or implied, and that no circumstances arising out of my employment will alter my "at will" employment relationship unless expressed in writing, with the understanding specifically set forth and signed by myself and a management representative from the Association.

I also understand and agree that the terms and conditions of my employment as stated in the Handbook, or elsewhere, may be changed, with or without notice, at any time, by the Association. Neither the reservation nor the exercise by the Association of the right to change the terms and conditions of my employment shall change my status as an "at-will" employee as set forth in the Handbook.

Dated: _____

Employee's signature

(Print Name)