Glenhaven Lakes Club, Inc.

Personnel Policy Handbook

Personnel Policy Handbook Dated: January 1998 Approved by the Board of Directors January 10, 1998 Revised by the Board of Directors September 13, 2003 Revised by the Board of Directors October 8, 2005 Revised by the Board of Directors October 11, 2010 Revised by the Board of Directors June 13, 2011 Revised by the Board of Directors September 10, 2012 Revised by the Board of Directors March 14, 2022

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SECTION 1 - Glenhaven Lakes Club, Inc. Rights and Responsibilities

- 1. Glenhaven Lakes Club, Inc. ("GLC") is a community association comprised of the owners of over 1200 lots in south Whatcom County. The Board of Directors for GLC is responsible for operating and managing the affairs of the Corporation. The Board of Directors shall retain all customary, usual and exclusive rights, functions, prerogatives, and authority connected with or incident to its responsibility to manage the affairs of GLC. The Board of Directors shall have the unqualified right to unilaterally modify an employment condition, whether or not expressly covered by the terms of this Handbook.
- 2. Without limitation and by way of illustration, the exclusive prerogatives, functions, and rights of GLC shall include the following:
 - A. To determine the specific programs and services offered by GLC, and the methods, means and facilities by which they shall be effectuated.
 - B. To determine the nature and qualifications of the work force, to introduce and assign the duties and equipment, to direct and evaluate the employees in the performance of their work assignments, and to determine schedule of work and time off.
 - C. To hire, promote, train, retain, layoff, suspend, and to discipline, demote and discharge employees.
 - D. To implement new, and to revise or discard whether in whole or in part, procedures, materials, equipment, facilities and standards.
 - E. To eliminate, reorganize, or combine the work of GLC.
 - F. GLC shall not be limited by past practice.

<u>SECTION 2 – Definitions</u>

- 1. <u>Exempt Employee</u>: An employee not eligible for overtime pay.
- 2. <u>Non-Exempt Employee</u>: An employee eligible for overtime compensation pursuant to law.
- 3. <u>Overtime</u>: Hours worked in excess of a forty (40) hour workweek.

- 4. <u>Regular Full-Time Employee</u>: An employee who is regularly scheduled to work thirty two(32) or more hours per week.
- 5. <u>Regular Part-Time Employee</u>: An employee who is regularly scheduled to work less than thirty two(32) per week.
- 6. <u>Part-Time Temporary</u>: An employee whose employment status is expected to last less than five (5) months.

SECTION 3 - Standards and Expectations for the Workplace

- 1. <u>Security</u>: It is only the cooperation and diligence of all employees that will result in a secure work place. All outside doors to the GLC office and GLC facilities must be locked at the close of business hours. Any employee in the office either after or before business hours must immediately lock all outside doors upon entering and leaving. Employees should promptly report any instances that may pose a threat to the work place to the Board of Directors.
- 2. <u>Smoking Prohibitions</u>: Smoking is not allowed in GLC buildings or in GLC equipment. Employees may smoke on scheduled breaks or during meal times, as long as the smoking is done outside the buildings. Employees who spend excessive time in smoking breaks (or other breaks from performing their jobs) will be expected to make up the work time during the remainder of the day and are subject to discipline for excessive break times.
- 3. <u>Drug-Free Workplace</u>: GLC prohibits the use of alcohol, illegal drugs, or any controlled substance other than a prescription drug on Association time or premises. Possession, use of, or being under the influence of any of the above on Association time or premises may result in appropriate disciplinary action, in the Board's sole discretion, up to and including immediate dismissal.
- 4. <u>Outside Employment</u>: While they are at work, Association employees are expected to devote all of their attention and skills to the business and interests of GLC. Employees' affiliations outside GLC should not result in any actual or apparent conflict between the interests of GLC and the employee's outside interest.
- 5. <u>Confidentiality</u>: The nature of our Association's activities requires occasional confidentiality. Association employees may learn confidential information in the course of employment, and they may not communicate that information to any other party unless the communication is expressly approved, in advance, by the Board of Directors. Confidential information may concern GLC's members, employees or litigation. Breach of confidentiality may result in discipline up to and including immediate termination.

<u>SECTION 4 – Hiring Policy</u>

- 1. Employment on an "At Will" Basis: Employment with GLC is on an "employment at will" basis, which means that employment may be terminated at the will of the employee or GLC at any time and for any reason, with or without advance notice. No officer, agent, representative or employee of GLC has authority to make any agreement with an employee or applicant that is inconsistent with employment on an at will basis, and no Association policy or document (including this manual) should be read to alter the at will nature of employment with GLC.
- 2. <u>Authority to Hire</u>: The Board of Directors, or its designated representative, will recruit, hire and terminate all employees. The Board of Directors must authorize increases in the total number of regular full time employees unless specifically delegated by the board.
- 3. <u>Initial Review Period</u>: A newly hired employee shall be subject to initial review after ninety (60) days of employment. The Initial Review Period is an extension of the selection process. During this period, employees must satisfy their immediate supervisor that they can perform the duties of the job in order to satisfactorily complete the Initial Review Period.

At the end of the Initial Review Period, the employee's immediate supervisor shall determine whether the employee has satisfactorily performed the employee's duties and shall make a recommendation to the Board of Directors, or its designated representative as to whether the employee should be retained. Upon determination by the board, the employee's immediate supervisor shall advise the employee in writing as to whether or not the employee's work performance has been satisfactory. If the employee's work has not been satisfactory, then at the discretion of the board, or its designated representative, the employee will be terminated, or upon the recommendation of the immediate supervisor, the Initial Review Period may be extended for a period not to exceed an additional ninety (60) days based on the terms of a written understanding regarding the performance of the employee. At the end of the review period, the employee may be invited to become a full time employee, which may entitle the employee to benefits. However, in the event the employee has completed the initial review period and become a full time employee, the employee is not guaranteed ongoing, continued full-time employment and, further, the employee's employment with GLC is and continues to be at-will.

SECTION 5 – Health Care Benefits

GLC will provide health and dental care insurance for its Full–Time employees at the end of the Initial Review Period of ninety (60) days, or after the extension of the Initial Review Period and

a determination that the employee's work performance is satisfactory and merits continued, atwill employment. Coverage for dependents can be obtained at the employee's expense.

SECTION 6 – Work Hours and Rest Periods

- 1. <u>Work Hours:</u> Work hours at GLC are often unpredictable. However, the workweek shall be forty (40) hours of work. Unless otherwise agreed between a supervisor and employees, the regular hours of work each day shall be consecutive except for interruptions designated for rest and lunch periods. Normal shifts will be eight (8) hours and will not exceed ten (10) hours without approval of the affected employees.
- 2. <u>Workweek:</u> A workweek is defined as Sunday through Saturday or as determined by the Board of Directors.
- 3. <u>Rest Periods</u>: Two 15-minute rest periods shall be provided each work day on the GLC's time; one during the first half of the shift and one in the second half of the shift work period. A lunch period will be provided as non-paid time and will be of appropriate duration in view of the activities of the work unit. Lunchtime is an important time for taking a break from work-related activities, and employees are permitted and required to take a full break of one-half (½) hour each day for workdays that exceed five (5) hours. Generally, employees are not permitted to work through all or part of their lunch break and then leave work early or arrive late, although when circumstances require such an adjustment, this can be done with prior agreement from the employees immediate supervisor.

<u>SECTION 7 – Overtime Pay</u>

Employees may occasionally be required to work in excess of normal work hours. GLC's overtime policy is based on the requirements of the Fair Labor Standards Act (FLSA). Association employees that are "non-exempt employees" under both the FLSA and Washington law are entitled to overtime pay for all hours worked over 40 hours in a standard work week. Overtime is paid at a rate of one and one-half $(1\frac{1}{2})$ times the employee's regular hourly rate. Overtime work must be approved by the employee's immediate supervisor. Exempt employees are paid on a salary basis and are not entitled to overtime pay.

If a Regular Full–Time Employee is required to work on a paid holiday; compensation shall be paid at two and one-half $(2\frac{1}{2})$ times the regular pay.

SECTION 8 – Call Back

An employee called back after having completed his/her regular shift shall be paid for a twohour minimum. Should the work be completed prior to the two-hour minimum, the employee may not be required to remain at the work site. If a second call occurs for any reason, during the two-hour period, no additional wages will be paid until the third hour starts.

SECTION 9 - Vacations

Working in an association is rewarding and challenging, but it is also demanding. We encourage all Full-Time Employees to use as much accrued vacation leave as possible each year, so that employees can rest, relax and spend time at other activities they enjoy.

1. <u>Vacation Leave</u>: Full-Time Employees shall be eligible to receive paid vacation leave upon satisfactory completion of the Initial Review Period as defined in Section 4. Thereupon, employees shall be credited retroactive with accrued hours of vacation leave. Thereafter, employees shall be credited at the end of each calendar month of employment in accordance with the following schedule, provided, that an employee shall not be eligible for vacation until the completion of one (1) year of employment:

Completed years of Continuous Employment	Vacation E	Benefit
Accrual Rate	<u>Annual</u>	<u>Monthly</u>
0 through 2 years	40 hours (1 week)	3.34 hours
3 through 5 years	80 hours (2 weeks)	6.67 hours
Over 5	120 hours (3 weeks)	10.00 hours
Over 10	160 hours (4 weeks)	13.33 hours
Over 20	200 hours (5 weeks)	16.67 hours

- 2. Earned vacation leave must be used by December 31st of the year following the accrual. Failure to use accrued vacation leave by December 31st of the following year will result in forfeiture of the vacation leave with the exception of one week (40 hours) of vacation leave, which may be carried over until March 31st of the next year. If that one week (40 hours) of vacation leave remains unused as of March 31st, it will result in forfeiture. No compensation shall be paid to an employee in lieu of vacation, except as provided in paragraph 4.
- 3. Employees may request and use vacation leave up to the time accrued, subject to the approval of the employee's supervisor or the Board of Directors. In allocating vacation time, seniority will be followed as nearly as possible and GLC will provide a means for employees to indicate their preference.
- 4. Terminating Full-Time Employees who have successfully completed their Initial Review Period will receive payment for unused vacation leave in their final paycheck.

<u>SECTION 10 – Holidays</u>

Regular Full-Time Employees are eligible for paid holidays, after satisfactory 1. completion of the Initial Review Period. The following holidays will be observed:

<u>Holiday</u>	Day (s) Observed
New Year's Day	January 1st
Martin Luther King	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 th
Independence Day	July 4 th
Labor Day	First Monday in September
Thanksgiving Holiday	Fourth Thurs/ Fri in November
Christmas	December 25 th and 26th

- 2. When a holiday falls on a Saturday, employees shall observe the preceding Friday as the holiday. When a holiday falls on a Sunday, employees shall observe the following Monday as the holiday. Holidays that fall within an employee's vacation or other paid leave period shall not be counted as leave time.
- 3. If an employee is required to work on one of the above-mentioned holidays, then the employee will be paid as provided in Section 7, 2.

SECTION 11 – Sick Leave

- 1. Water & Operations Maintenance employees will accrue sick leave at the rate of six (6) hours per month and all other Regular Full-Time employees will accrue sick leave at the rate of four (4) hours per month. Accrued sick leave can be use after the completion of ninety (90) days of continuous employment. Sick leave may be accumulated up to a maximum of nine hundred sixty (960) hours.
- 2. Sick leave may be taken for the following reasons:
 - A. Illness or injury, which incapacitates the employee to the extent that he/she is unable to perform his/her work.
 - Β. Exposure to contagious disease that would jeopardize the health of fellow workers or the public.
 - C. Doctor, dental, or optical appointments.
 - D. Illness of a dependent or spouse requiring the attendance of the employee.

- 3. Illness resulting in more than four days absence from work shall require a doctor's verification. An employee's supervisor may require a physician's statement at any time to justify use of sick leave.
- 4. In the event of an accident that qualifies for payment under workman's compensation/ industrial insurance, accrued sick leave shall pay the difference between the workman's compensation payment and the employee's regular pay.
- 5. Terminated employees will not receive payment for unused sick leave.
- 6. Even though an employee's sick leave may have accumulated to the maximum of nine hundred sixty (960) hours, no compensation shall be due to the employee as a result of the limitation on accumulation of sick leave.

<u>SECTION 12 – Disability</u>

Sick leave shall be coordinated with the state workman's temporary disability compensation schedule of benefits so that the sum of the daily sick leave allowance and the state disability daily benefits shall not exceed one hundred percent (100%) of the employee's regular straight time rate of pay for any one (1) day. While on Labor and Industries disability an employee shall accrue sick leave and vacation time at one hundred percent (100%) of the employee's regular rate. For those employees suffering an injury covered under Labor & Industries, GLC agrees to pay all health and welfare benefits as described in this agreement for a period of six (6) months after exhaustion of sick leave benefits.

SECTION 13 – Other Leave Time

- 1. <u>Maternity Leave</u>: All Regular Full-Time Employees are entitled to time off for the period of actual physical disability, as certified by their treating physician, related to maternity and childbirth. In the event the employee wishes additional time off beyond that of the period of actual physical disability, the employee may use accrued vacation or sick leave. Otherwise, additional time off shall constitute a leave of absence without pay. Other than the period of actual physical disability, an employee shall not be eligible for a leave of absence unless the employee has had a minimum of twelve (12) months of continuous employment with GLC. Otherwise, the additional leave of absence may only be allowed at the discretion of the Board of Directors. An employee who wishes to take time off upon the birth of a child should give as much notice as possible, and in any event at least three months notice should be given in writing to the Board of Directors.
- 2. <u>Bereavement/Compassion Leave</u>: In the event of a death to the immediate family an employee shall be granted time off with full pay. If additional time is needed, beyond that granted in subsection B., accrued sick leave or vacation leave may be granted at

the discretion of the supervisor. "Immediate Family" and "Time Off" shall be defined as follows:

- A. <u>Immediate Family</u>: The employee's immediate family for purposes of bereavement leave is defined as the employee's spouse, child, grandchild, parent, step-parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, and guardian of the employee or spouse, or the death of any person residing with or legally dependent upon the employee.
- B. <u>Time Off</u>: An employee shall be granted not more than three (3) work days absence with full pay to assist with funeral arrangements and services when death occurs within the State of Washington. An employee shall be granted not more than five (5) work days absence with full pay to assist with funeral arrangements and services when death occurs outside the State of Washington. Other accommodations may be made by the Board of Directors depending on the circumstances.
- 3. <u>Jury Duty</u>: Full-Time Employees who are called for jury duty will be granted time off with pay to perform this civic duty. The employee's immediate supervisor shall be provided with the jury summons notice and, if available, a note from the Clerk of Court indicating the date and time served on jury duty. Part-time employees will be granted time off for jury duty without compensation.. GLC will pay employees straight time for regularly scheduled hours of work, minus the compensation received from the court for service for up to two (2) work weeks (10 working days). Full-Time Employees may receive compensation by GLC for jury duty once in each four-year period. If an employee is excused from jury duty on any day, or any portion of a day, will report for work as promptly as circumstances allow, unless the employee's immediate supervisor waives this requirement. Nothing set forth in this subsection shall be construed as being in violation of RCW 26.36.165.
- 4. <u>Military Leave</u>: This provision is subject to Federal Law.
- 5. <u>Leave of Absence</u>:
 - A. At the discretion of GLC, all requests for a leave of absence shall be submitted in writing to the Board of Directors. Such requests shall state the reasons the leave of absence is being requested and the approximate length of time off the employee requires.
 - B. The Board of Directors shall respond to the requests for leave of absence in writing within ten (10) workdays. Maximum length of leave of absence shall be four (4) months and shall be at the discretion of the Board of Directors.
 - C. Recognizing an employee's primary employment obligation is to GLC, no leave of absence shall be granted for personal financial gain or profit. No vacation or sick leave benefits or any other employment benefits shall accrue while the

employee is on leave of absence without pay, and the employee's anniversary dates will be adjusted accordingly. If the employee wishes to continue to maintain health care benefits, the employee shall be responsible for payment of premium installments during the employee's leave of absence. The employee must pay his or her own health care benefits during that time.

D. All leaves of absence will be without pay.

SECTION 14 – Employee Management

- 1. <u>Evaluation</u>: Performance evaluations give the opportunity for important communication and feedback between the employee and GLC, and can be a source of important information for both parties. GLC will try to schedule evaluations for every employee on an annual basis, or more frequently if appropriate. In addition, the employee should feel free to request feedback if the employee has questions about his or her performance or GLC's expectations of the employee.
- 2. <u>Attire Standards</u>: The general appearance of GLC's office and employees can have an important effect upon the judgment of our members and potential members about our Association.

Employees are expected to dress and groom themselves in the manner appropriate to their position and type of work. Office attire is to be appropriate to the decorum and atmosphere of a business casual office. Water and maintenance staff attire should be appropriate and in accordance with L&I standards.

- 3. <u>Personal Calls, Visits, or Business</u>: While on the job, GLC expects the full attention of its employees. GLC also recognizes that an employee may need to address some personal matters during the course of the workday. If an employee must do so, the employee shall try to conduct personal business during breaks or meal periods. Regardless of when personal business is conducted, it should be promptly concluded so as not to be disruptive of the employee's job and to allow GLC's phone lines to be open to receive calls. An employee should limit incoming personal calls, visits, or personal transactions. A pattern of excessive personal phone calls, personal visits, and/or private business dealings is not acceptable and may lead to disciplinary action.
- 4. <u>Business Expenses</u>: In the event that an employee expends personal funds for authorized business purposes for GLC, prior approval should be obtained if possible. However, reimbursement will be made to the employee for reasonable expenditures of personal funds on behalf of GLC. A receipt for the expense shall be submitted to verify the expenditure.
- 5. <u>Maintaining the Employee's Personnel Records</u>: It is the employee's responsibility to provide current information concerning address, telephone number, change in dependents, marital status, etc. Information should be provided to the Office Manager.

Changes in exemptions for tax purposes will only be made upon the receipt of a completed W-4 form.

- 6. <u>Employee's Access to Personnel Records</u>: Employees who wish to review their personnel files may make an appointment with the Office Manager to review the file during regular business hours. The employee may review the file contents and may add a statement of explanation. Inspection of personnel files may be requested on an annual basis. Employees may not retain any records contained in personnel files, which belong to GLC.
- 7. <u>Computer and Related Equipment:</u> GLC provides employees access to computers, printers and other equipment to perform their job requirements. Personal use of GLC computers and internet services by employees shall be limited to official break and lunch periods during the work day.

Employees are required to maintain their computers and related equipment in good working order. If any of your equipment needs service, repair or maintenance, notify the general manager.

Employees shall not use GLC systems to knowingly violate any city, state or federal laws.

Computer games and personal software may not be installed on GLC equipment.

GLC equipment shall not be used to create or store personal information or projects.

GLC equipment shall not be used to store or display images depicting violence, sexually explicit material or are racially offensive material.

Software installed on GLC computers must be properly licensed and installed at the direction and consent of the general manager.

Employees are not permitted to download any software (free or otherwise) or data without express permission from the general manager.

- A. Internet:
 - i. GLC computer systems, connected to the internet, are connected for the specific and limited purpose of achieving GLC goals and accomplishing its purposes. Employees are expressly prohibited from allowing any third party to use GLC provided computers or internet services.
 - ii. Conducting GLC business on the internet must be done following all guidelines and policies for conducting business in conventional settings.
 - iii. Do not expect privacy on GLC computers. Our software and systems have the capability of tracking each visit, each email, each chat and each file transfer, by every computer on the system.
 - iv. GLC maintains the right to limit internet access.
 - v. GLC will comply with any reasonable requests from law enforcement to review internet activities of any employee.
 - vi. While accessing the internet, employees should be fully aware of the global reach of the media. Employees are required to maintain a high level

of dignity and be mindful that they represent GLC to the world at large while online.

- vii. For protection of the company network and proprietary information, security measures have been installed on the systems. No employee shall, under any circumstances, attempt to disable or circumvent these security measures.
- B. eMail & Electronic Communication
 - i. GLC provided email is provided for business purposes only. Personal use should be kept to an absolute minimum.
 - ii. All emails, sent or received, are company records and as such, are accessible to appropriate staff members.
 - iii. No anonymous emails can be sent from company systems. All employees are required to identify themselves by name and email address.
 - iv. Chat room participation is prohibited except for business related forums which require approval from your immediate supervisor or the general manager
- 8. <u>Vehicle Use:</u> It is expected that employees will respect their vehicle use privileges by driving safely, following state traffic laws and taking proper care of the GLC vehicles they use. No smoking is allowed in GLC vehicles at any time. **Any GLC vehicle or personal vehicle being used on GLC business that is involved in an accident should be reported to the general manager as soon as possible.**
 - A. GLC vehicle use for GLC business:
 - i. All travel outside Glenhaven requires the driver complete the GLC Vehicle Use Log provided by management.
 - ii. The Vehicle Use Logs are to be turned in to the general manager at the end of each month.
 - B. GLC vehicle use for personal business:
 - i. Any use of GLC vehicles for personal use (i.e. taking vehicle home at night, driving outside Glenhaven for meals, breaks or personal appointments, etc.) requires the prior approval of the General Manager.
 - ii. Any use of GLC vehicles for personal business, whether inside or outside Glenhaven, must be recorded on the Vehicle Use Log.
 - C. Personal vehicle use for GLC business:
 - i. Personal vehicle use for GLC business requires approval from the employees' immediate supervisor.
 - ii. Employee will complete the GLC Mileage Reimbursement form and will be reimbursed monthly at the current IRS approved rate.

SECTION 15 – Discipline and Termination

- 1. Employees are free to resign at any time, just as GLC is free to terminate an employment at any time. If an employee's performance is unsatisfactory or in cases of misconduct based on the actions listed below, the employee may be given verbal or written warning, suspended with or without pay, or be immediately discharged by the Board of Directors or an authorized delegate of the Board of Directors. GLC is not obligated to utilize any or all of these procedures when disciplining or discharging an employee, and may consider other procedures where appropriate:
 - A. Abusiveness toward a fellow employee, supervisor, member or other person with whom the employee shall have dealings related to the employee's employment.
 - B. Insubordination.
 - C. Violation of GLC's policies, regulations, or rules.
 - D. Drinking alcoholic beverages or the use of illegal drugs on the job, or arriving on the job under the influence of alcoholic beverages or illegal drugs.
 - E. Abuse of prescribed drugs on the job.
 - F. Unauthorized absence.
 - G. Unauthorized use, possession, removal, neglect or willful damage to any GLC property, equipment or materials.
 - H. Malicious or careless acts, which may result in personal injury, property damage or expense.
 - I. Falsification of GLC records or reports, including records or time worked.
 - J. Repeated absence or tardiness for any reason.
 - K. Conviction of any felony; or a misdemeanor involving theft or other actions or omissions constituting moral turpitude.
 - L. Accepting gifts, fees, or other valuable items in the performance of duties for GLC. A GLC employee shall not accept anything of value from the membership for, or because of, any official act he or she has performed or will perform. This restriction does not apply to the following: The acceptance of food and refreshments of nominal value on infrequent occasions in the ordinary course of business; the acceptance of unsolicited advertising or promotional materials such as pens, calendars, and other items of nominal value; the acceptance of loans from financial institutions with similar terms offered to others in non GLC

employment; and the acceptance of an award for meritorious public contribution or achievement.

SECTION 16 – Separation

- 1. Employment with the Employer (GLC) is at-will. The employment relationship can be terminated at any time and for any reason by either the Employer (GLC) or the Employee.
- 2. The employee is encouraged to give at least ten (10) working days notice. Severance pay may be given at the sole discretion of the Board.
- 3. Upon termination, whether voluntary or involuntary, the employee should immediately return all property, files, books, records, reports, keys, and any other materials belonging to GLC.
- 4. Retaining Medical Insurance Coverage After Termination: COBRA, the federal law permitting terminating employees to retain group insurance coverage in certain situations, does not apply to GLC. Employees who are terminating their employment may be eligible to continue coverage for a period of time by making arrangements directly with the insurer at the time of termination. Except as otherwise provided by law, it shall be the obligation of the employee to make appropriate arrangements for the continuation of coverage.

SECTION 17 – Non–Discrimination & Sexual Harassment

- 1. In General: It is the policy of GLC to base employment decisions on merit, qualifications, and competence. Except where required by law, GLC's employment practices are not influenced or affected by virtue of an applicant's or employee's race, color, religion, ethnicity, sex, national origin, age, disability, sexual orientation, marital status or any characteristic protected by law. In addition, it is GLC's commitment and policy to provide an environment that is free of unlawful harassment of any kind. This policy governs all aspects of recruitment, promotion, assignment, discharge, and other terms and conditions of employment.
- 2. <u>Sexual Harassment</u>: GLC has a particular commitment to maintaining a workplace that is free of sexual harassment. Sexual harassment is a form of discrimination. It is defined as: unwanted sexual advances or other unwelcome verbal or physical conduct of a sexual nature; when submission to that conduct is a basis for employment decisions affecting that individual; or when that conduct has the purpose or effect of creating an intimidating, hostile, or offensive working environment.

Persons Affected: Whether it is committed by coworkers, supervisors, members of GLC, or third parties, unlawful discrimination, including sexual or other forms of

harassment, will not be tolerated. GLC is strongly committed to assisting its employees in effectively dealing with these issues.

- 3. <u>Reporting</u>: In order for GLC to assist its employees in dealing with discrimination or harassment, GLC must be made aware of unlawful behaviors when they occur. Employees, who believe they have experienced discrimination, including sexual harassment, should report the incident promptly. Unless the employee's supervisor is the offending party, the incident should be reported to the employee's immediate supervisor or to the Board of Directors. An employee who is not comfortable reporting to either the employee's immediate supervisor or the Board of Directors or the Board of Directors may bring the issue to the attention of the President of GLC.
- 4. <u>Investigation</u>: All allegations of discrimination will be promptly and carefully investigated by the Board of Directors or its delegate. An employee who believes that they have been discriminated against will not be subject to retaliation by the board for having made a complaint, nor will retaliation by a supervisor of the employee be tolerated, regardless of whether the complaint is found to have merit. All complaints of discrimination will be kept confidential to the maximum extent possible under the circumstances of the complaint, follow-up procedure, and ultimate action by the Board of Directors.
- 5. <u>Violations</u>: Employees who commit acts of discrimination will be subject to discipline up to and including termination for cause.

Section 18 – Grievances

- 1. <u>Grievances:</u> Any employee who is dissatisfied or feeling discontent over any aspect of their employment should bring the issue to the attention of their immediate supervisor or to the general manager. If brought forward in a timely matter, most issues can be addressed in this informal manner. However, if the employee's complaint assumes a level of importance where the employee feels that an injustice has been committed, the employee should follow the grievance procedure outlined below.
 - A. Submitting Grievance:
 - i. Employee completes GLC Grievance form within 15 days of triggering event and submits completed form to the general manager.
 - B. Response to Grievance:
 - i. General manager will review grievance and investigate as needed.
 - ii. General manager will provide a written response to employee within 7 days and provide copies to the GLC Board of Directors.
 - iii. If the grievance is against the general manager, the written grievance will be immediately turned over to the President of GLC. The President will investigate and provide a written response within 7 days and provide copies to the GLC Board of Directors.

- C. Appeals:
 - i. Employee may request an appeal of the general manager's or President's decision by submitting a written request for appeal to the GLC Board of Directors.
 - ii. GLC Board of Directors will provide a written response within 45 days of receiving request.
 - iii. The decision of the GLC Board of Directors is final.
- D. Additional Considerations:
 - i. All grievances will be kept confidential to the maximum extent possible under the circumstances of the complaint, follow-up procedure, and ultimate action by the Board of Directors.
 - ii. An employee who files a grievance will not be subject to retaliation by any GLC employee or the Board for having filed a grievance, regardless of whether the grievance is found to have merit or not.

GLC GRIEVANCE FORM

Employee Name:	Address:	
Position:	Supervisor:	
Please describe your grievance ((attach additional paper if needed):	
	ment you seek:	
Employee signature:		
Signature of Person Receiving G	Grievance:	
Date Received:		

ACKNOWLEDGING RECEIPT FORM (This form to remain in employee personnel file.)

I have received the current Association Personnel Manual and have read and understand the material covered. I agree to and will comply with the policies, procedures, and other guidelines set forth in the Manual and I understand that GLC reserves the right to apply these policies, to decline to apply them, and to revise them, as it deems appropriate at any time, with or without notice.

Employee Signature:	
Employee Name (Printed):	
Supervisor Signature:	
Date:	

Personnel Policy Handbook Dated: January 1998 Approved by the Board of Directors January 10, 1998 Revised by the Board of Directors September 13, 2003 Revised by the Board of Directors October 8, 2005 Revised by the Board of Directors October 11, 2010 Revised by the Board of Directors June 13, 2011 Revised by the Board of Directors September 10, 2012