



Sudden Valley Community Association

1850 Lake Whatcom Blvd, Bellingham, WA 98229

www.suddenvalley.com 360-734-6430

Board of Directors Meeting

September 24, 2026, 7:00 PM, 8 Barn View Ct. Multipurpose Room A

Call to Order

Roll Call

1) Adoption of Agenda

2) Announcements

3) Property Owner Comments – 15 Minutes Total

Please note that comments are limited to 3 minutes per person.

a) Response to Property Owner Comments

4) Consent Agenda

a) Approval of Minutes – August 27, 2026, and September 10, 2026

5) Reports

a) None

6) Continuing Business

a) Committee Business

b) Discuss Next Steps for Managing Micro-Mobility Vehicles

7) New Business

a) Request for Approval – Revisions to Employee Handbook

b) Union Contract Negotiation Team – Appointment of Board Representatives

c) Request for Approval – Proposed 2027 Golf Fees

d) Capital Request – Barn 6 Demolition

Adjournment

How to Attend Meetings of the Board of Directors

Meetings can be attended in-person or online. A link to the Zoom meeting can be found at <https://suddenvalley.com/board/> or follow these instructions: go to Zoom.com; Click on “Meet” on the top menu bar and select “Join a Meeting”; Enter **86704997445** in the meeting ID box; follow the instructions to enter the meeting.



BOARD OF DIRECTORS REGULAR MEETING

Thursday, August 27, 2026, 7:00 PM

8 Barn View Ct, Multipurpose Room A

Minutes

CALLED TO ORDER AT: 7:00 pm

AUDIENCE MEMBERS: Not Recorded

BOARD MEMBERS PRESENT:

1. Keith McLean, President Present	4. Taimi Van de Polder, Secretary Present	7. Sean Chaffee Excused	10. Rob Gibbs, N&E Chair Excused
2. Tom Henning, Vice President Present	5. Laurie Robinson Excused	8. Mitch Waterman Present	11. Daniel Rodriguez, ACC Chair Present
3. Jean Maixner, Treasurer Present	6. Ray Meador Present	9. Linda Bradley Present	8 of 11 BOD members present.

ATTENDING:

STAFF MEMBERS: Jo Anne Jensen, General Manager
Spencer Huston, IT

CALL TO ORDER:

Keith McLean, President, called the meeting to order at 7:00 PM

1. President called for motion to adopt the agenda

Motion: Adopt the agenda

Motion By: President McLean		Seconded By: Director Bradley	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous	Against:	Abstained:	

2. Announcements

- 2a.** Applications can be submitted by anyone who wants to run as a candidate for either the board, ACC, or N&E. They must be submitted to the admin office in a sealed envelope. Attention the N&E chair. Everyone will be able to do this until Tuesday September 8th at 4:30 PM. WE DO NOT ACCEPT ANY EMAIL APPLICATIONS.
- 2b.** N&E Meeting on September 8th at 4:45 in the Dance Barn, to open applications and do the drawing for the order on the ballot. Candidates are asked to supply a photo and a 100 word bio about themselves.
- 2c.** An 8-year-old child was bitten at the Marina playground next to the dog park and required stitches. It was not a member who had the dog and the dog was off leash. There will be something in The Views regarding the story.
- 2d.** High Tea on Tuesday, September 22nd at 1:30 PM. Calling all skilled bakers because there will be a baking competition.

3. Property Owner Comments:

- A resident shared a message from the grandfather of 8 year old who got bite, asking the board not to publish anything on The Views, not to put it on Facebook or any social media. He wants to tell the story himself.
- A resident discussed the Bylaws amendments regarding proxy voting.
- A resident agreed that we should end the practice of stating address and have a sign in sheet. Also was wondering who directed the GM to pull his article on The Views.
- A resident spoke about transparency. Where can the community have a dialogue with the board. Asked about a new Facebook page that doesn't allow comments. Asked to pull the article of the dog biting incident from FB.

3a. Response to Property Owner Comments from August 13, 2026

- i. Survey feedback question – two directors will prepare a report for the board identifying the top 3-5 issues. Mitch and possibly Sean will volunteer and come out with something within a couple of weeks.
- ii. Jane David's comments – The Board turned the comments into the attorney and talked about them with DRC as well.
- iii. Eric's comments about trail access – Access to the area has not been restricted and remains open and accessible to all members.
- iv. Brad Edwards' comments on The Views – Neither the GM nor Board members see member letters before a first draft is prepared. Bill Helm confirmed that when there are numerous letters, he determines which letters get published.
- v. Nadine's comments of survey response – The survey does not include a category asking members to rate their favorite amenity. Therefore, the claim that 1,400 respondents voted for a particular amenity could not be accurate. As that opinion was not included in the survey, and the total number of respondents was only approximately 1,100.

4. Consent Agenda

Motion: Motion to defer meeting minutes from August 13th until the next regular meeting September 10th for additions

Motion By: Director Waterman		Seconded By: President McLean	
Approved: X	Not Approved:	Tabled:	Died:
In Favor:	Against:	Abstained:	

5. Continuing Business

- 5a. Committee Business
 - i. None

6. New Business

6a. Request for Approval –AGM Agenda

6b. Request for Approval – Ballot Measures and Explanation

6c. Request for Approval – Final Proposed Revisions to SVCA Bylaws

Motion: I move that the SVCA Board of Directors approve the proposed Bylaw revisions documented to be voted on in two separate measures by the members of the 2026 AGM.

Motion By: President McLean	Seconded By: Secretary Van de Polder
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Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous	Against:	Abstained:	

Motion: Move that the Board retain Section G as Article 2, Section 7G, the association should not be allowed to cast votes for lots owned by it as is and take out the changes that were proposed.

Motion By: Secretary Van de Polder		Seconded By: President McLean	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous	Against:	Abstained:	

Motion: Eliminate the ability to vote by proxy

Motion By: Director Waterman		Seconded By: Director Henning	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous	Against:	Abstained:	

Motion: Move that the Board approves managing owner comments by policy and not the bylaws.

Motion By: Secretary Van de Polder		Seconded By: Director Maixner	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous	Against:	Abstained:	

Motion: On Article 4, Section 12, the board retain the desire to include the description of an executive work group in the revised bylaws.

Motion By: Director Waterman		Seconded By: Director Van de Polder	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous	Against:	Abstained:	

Motion: Move that Section 2, Article 1 be included in the bylaws' revisions and become effective January 1, 2028

Motion By: Secretary Van de Polder		Seconded By: President McLean	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous	Against:	Abstained:	

6d. Request for Approval – AC Policy Change

Motion: Move that the SVCA Board of Directors approve the proposed changes to the AC Policies.

Motion By: President McLean		Seconded By: Director Henning	
Approved: X	Not Approved:	Tabled:	Died:
In Favor:	Against:	Abstained:	

7. Executive Session – Legal

Motion: Move into closed session at 9:36 PM

Motion By: President McLean		Seconded By: Director Bradley	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous	Against:	Abstained:	

Motion: Board of Directors approve the resolution regarding the article and The Views.

Motion By: President McLean		Seconded By: Director Henning	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous	Against:	Abstained:	

Meeting adjourned at 10:53 PM

Approved by: _____
Taimi Van de Polder, Board of Directors Secretary



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APPROVAL REQUEST MEMO

To: Sudden Valley Community Association Board of Directors
From: Jo Anne Jensen, General Manager
Date: September 24, 2026
Subject: Approval Request – Changes to Employee Handbook

Purpose

To obtain Board approval for changes to SVCA's Employee Manual.

Background

SVCA's Human Resources (HR) consultant, OneDigital, has prepared revisions to the Employee Manual. The revisions proactively address changes in the workplace and changes to WA State law. The revisions include:

- Changes to the use of pre-employment background checks.
- A new section limiting the use of Generative AI Tools.
- New language describing Washington Paid Family and Medical Leave policies.
- New language describing the use of Sick Leave

The revisions made to the description of how SVCA uses pre-employment background checks are needed because of changes to WA State law that became effective July 1, 2026 (The Fair Chance Act). Similarly, the new language suggested for the PFML and Sick Leave policies reflect changes in the law. The section on the use of Generative AI articulates best practices for limiting/controlling how AI tools can be used and is the only "optional" change being suggested.

Request

I request that the SVCA Board of Directors approve revisions to the SVCA Employment Handbook as detailed in the attached redline document to become effective immediately.

Motion

I move that the SVCA Board of Directors approve revisions to the SVCA Employment Handbook as detailed in the attached redline document to become effective immediately.

Approvals

Approved: _____ Not Approved: _____ SVCA Board of Directors

Signed: _____ Date: _____
Keith McLean, President



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EMPLOYEE HANDBOOK

Solutions for Your Success

Effective October-20265

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General Information

Welcome

If you are new to Sudden Valley Community Association (hereinafter “The Association”), welcome! If you are a current employee, thank you! One of the keys to our success is hiring good employees. We have hired you because we believe you have the skills and the potential to help our Association succeed. We expect employees to perform the tasks assigned to them to the best of their abilities.

We are glad to have you join our team and hope that your employment will be mutually satisfying. Every employee has an important role in our operations, and we value the abilities, experience, and background that they bring with them.

If, at any time, an employee needs assistance or guidance, the employee should not hesitate to ask their supervisor or Human Resources.

About Our Association

The Sudden Valley Community Association (SVCA) is a private, planned residential development consisting of approximately 3,200 privately owned lots. Members, tenants and guests enjoy a variety of recreational services and amenities within the 1,576-acre community. An eleven-member Board governs the Association. The Board oversees the Association and sets policy for the nonprofit corporate entity, under the applicable laws of the state of Washington. The Board employs a General Manager to administer its policies and manage the Association. The General Manager serves at the discretion of the Board.

Purpose of Employee Handbook

This Employee Handbook contains information about the employment policies and practices of the Association. These policies reflect the Association's values, and we expect each employee to read this Employee Handbook carefully as it is a valuable reference for helping each employee understand their job and their employment with the Association.

This Employee Handbook supersedes all previously issued Employee Handbooks. Except for the policy of at-will employment, the Association reserves the right to revise, delete and add to the provisions of this Employee Handbook. All such revisions, deletions or additions must be in writing. No oral statements or representations can change the provisions of this Employee Handbook.

This Employee Handbook is not a contract and does not constitute an express or implied contract guaranteeing continued employment for any employee. No manager or supervisor has any authority to enter into a contract of employment - express or implied - that changes or alters the at-will relationship.

NOTE: Certain job classifications and policies at Sudden Valley Community Association are represented by General Teamsters Local Union No. 231. For staff covered by the collective bargaining unit, the Collective

Bargaining Agreement (CBA) is the sole source of information about working conditions, including wage and benefit matters. All employees – both union and management – should read and be familiar with the CBA.

Not all of the Association's policies and procedures are set forth in this Employee Handbook. We have summarized only some of the more important ones. If an employee has any questions or concerns about this Employee Handbook or any other policy or procedure, they should ask their supervisor, Human Resources or another member of management.

Nothing in this Employee Handbook or in any other document or policy is intended to violate any local, state or federal law. Nothing in this Employee Handbook is intended to limit any concerted activities by employees relating to their wages, hours or working conditions, including the right to communicate with others concerning wages, hours, benefits and other terms or conditions of employment; to self-organize, form join or assist labor organizations; to bargain collectively through representatives of the employees' choosing; to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection; or to refrain from engaging in such activities, or any other conduct protected by Section 7 of the National Labor Relations Act (NLRA). Furthermore, nothing in this Employee Handbook prohibits an employee from reporting concerns, making lawful disclosures or communicating with any governmental authority about conduct the employee believes violates any laws or regulations.

The Association complies with applicable state and local laws.

The employee policies of the Association have been formally adopted by the Board of Directors of the Association. The General Manager is responsible for implementing the Board's policies.

Employment At-Will

Your employment with SVCA is on an "at-will" basis, either SVCA or the employee may terminate the employment relationship at any time with or without cause and with or without prior notice. with the exception of those employees covered by any other individual written employment contract.

Nothing in this Handbook or any oral statement will limit the right to terminate the at-will employment relationship. This at-will employment policy is the sole and entire agreement between the employee and the Association regarding the fact that employment with the Association is at-will. No manager or supervisor has any authority to enter into a contract of employment - express or implied - that changes the fact that employment with the Association is at-will. **Only the President of the Board of Directors or General Manager or their authorized representative has the authority to enter into an agreement that alters the at-will employment relationship and any such agreement must be in writing and signed by the President of the Board of Directors or General Manager or their authorized representative.**

Commitment to Diversity

Equal Employment Opportunity

The Association is an equal opportunity employer. In accordance with applicable law, we prohibit discrimination against any applicant or employee based on any legally protected characteristics, including, but not limited to: military status or status as an honorably discharged veteran; uniformed servicemember status; race (including

traits historically associated or perceived to be associated with race, such as hair texture and protective hairstyles, e.g., afros, braids, locks and twists); color; creed; religion; sex; marital status; sexual orientation; gender identity and expression; transgender status; age; pregnancy (including the potential to get pregnant, childbirth, lactation and related medical conditions); national origin or ancestry; citizenship or immigration status; physical, mental, or sensory disability (including the use of a trained dog guide or service animal); HIV/AIDS or hepatitis C status; status as an actual or perceived victim of domestic violence, sexual assault, or stalking; genetic information (including testing and characteristics) or any other category protected by federal, state or local law (collectively, “protected characteristics”). Our commitment to equal opportunity employment applies to all persons involved in our operations and prohibits unlawful discrimination by any employee, including supervisors and co-workers.

Any individual who believes that they or another individual have been subjected to discrimination in violation of this policy should report it pursuant to the Complaint Procedures described in the Association’s Sexual and Other Unlawful Harassment policy. If the Association determines this policy has been violated, appropriate disciplinary action, up to and including termination of employment, will be taken.

Retaliation is prohibited against any person by another employee or by the Association for reporting proscribed discrimination or for filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by a governmental enforcement agency. An individual should report any retaliation prohibited by this policy pursuant to the Complaint Procedures described in the Association’s Sexual and Other Unlawful Harassment policy. If a complaint of retaliation is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken.

Reasonable Accommodation

When a reasonable accommodation does not create an undue hardship on SVCA’s business, The Association provides reasonable accommodations for job applicants and employees:

- with disabilities, to enable them to apply for positions and to perform their essential job functions;
- with religious beliefs and practices that conflict with their job, work schedule or any company policy or practice on dress and appearance, or with other aspects of employment;
- for pregnancy, childbirth, related medical conditions, and lactation needs, including providing appropriate accommodations such as modified duties, schedule adjustments, or access to a private space for expressing milk; and
- any other reason to comply with federal, state, and/or local laws and ordinance.

Employees who have a disability, religious need or practice, or other status that affects their ability to meet job performance expectations must let us know, preferably in writing, using a Request for Reasonable Accommodations Form, as soon as possible. After receiving the initial request, the Association will initiate an interactive dialogue with the employee about their work limitations, functional capabilities (if applicable), and what reasonable accommodations may be appropriate.

Safety Accommodations for Victims of Domestic Violence, Sexual Assault or Stalking

The Association will provide reasonable safety accommodations for employees who are the actual or threatened victim of domestic violence, sexual assault or stalking and who request that the Association accommodate their

safety while at work, unless providing the accommodation would impose an undue hardship on the Association's business operations.

Reasonable accommodations may include, but are not limited to the following adjustments to job structure, the workplace or a work requirement in response to actual or threatened domestic violence, sexual assault or stalking:

- Transfer;
- Reassignment;
- Modified work schedule;
- Change in work telephone number;
- Change in work email address;
- Change in work station;
- Installed locks;
- Implemented safety procedures; or
- Other adjustments to job structure, workplace facilities or work requirements.

Employees may also be entitled to a leave of absence under the Association's Domestic Violence, Sexual Assault or Stalking Victim Leave policy and should consult Human Resources for additional information.

The Association may require verification that the employee or family member is a victim of domestic violence, sexual assault or stalking and that the requested accommodation is for the purpose of protecting the employee from domestic violence, sexual assault or stalking. Verification may be provided by the employee's written statement confirming these facts or by other appropriate documentation, such as a police report or court order, and must be provided in a timely manner. Employees will not be required to provide additional information beyond this required verification, or information that would compromise their safety or the safety of their family members.

The Association will maintain the confidentiality of all information employees provide regarding their request for a safety accommodation, including the fact that the employee or a family member is a victim and any written or oral statements, documentation or evidence provided by the employee in support of the accommodation request. The Association will not disclose such information unless the employee requests or consents to the disclosure, a court or administrative agency orders such disclosure or disclosure is otherwise required by applicable federal or state law.

The Association will not terminate, threaten to terminate, demote or otherwise discriminate or retaliate against an employee because the employee:

- Requests or uses an accommodation in accordance with this policy;
- Files or communicates to the Association an intent to file a complaint alleging a violation of Washington law requiring reasonable safety accommodations for domestic violence victims; or
- Participates or assists in another employee's attempt to exercise rights under the law.

Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact Human Resources.

Sexual and Other Unlawful Harassment

The Association is committed to providing a work environment that is free of harassment based on any legally protected characteristics. As a result, the Association maintains a strict policy prohibiting sexual harassment and harassment against any applicant or employee based on any legally recognized status, including, but not limited to: military status or status as an honorably discharged veteran; uniformed servicemember status; race (including traits historically associated or perceived to be associated with race, such as hair texture and protective hairstyles, e.g., afros, braids, locks and twists); color; creed; religion; sex; marital status; sexual orientation; gender identity and expression; transgender status; age; pregnancy (including the potential to get pregnant, childbirth, lactation and related medical conditions); national origin or ancestry; physical, mental, or sensory disability (including the use of a trained dog guide or service animal); HIV/AIDS or hepatitis C status; status as an actual or perceived victim of domestic violence, sexual assault, or stalking; genetic information (including testing and characteristics), citizenship or immigration status or any other status protected by federal, state or local law (collectively, "protected characteristics").

The harassment proscribed by this policy applies to conduct by any person involved in our operations, including employees, supervisors, managers, temporary or seasonal workers, agents, clients, vendors, customers, or any other third party involved in the Association's operations, and this policy specifically prohibits conduct that creates or contributes to a hostile or offensive working environment for any Association employee or applicant based on protected characteristics. If such harassment occurs that an employee believes to be a violation of this policy, the procedures in this policy should be followed.

The Association prohibits unlawful harassment and sexual harassment, as well as proscribed conduct that does not rise to the level of being unlawful. This policy is not designed or intended to limit the Association's authority to discipline or take remedial action for conduct that violates this policy that the Association deems unacceptable, regardless of whether that conduct satisfies the definition of unlawful harassment, sexual harassment or retaliation.

Sexual Harassment Defined

Sexual harassment includes unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made a term or condition of employment; or
- Submission to, or rejection of, such conduct is used as a basis for employment decisions affecting the individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment, even if the individual making the report is not the intended target of such conduct.

Sexual harassment also includes various forms of offensive behavior based on sex. The following is a non-exhaustive list of the types of conduct prohibited by this policy:

- Unwanted sexual advances or propositions (including repeated and unwelcome requests for dates).
- Offers of employment benefits in exchange for sexual favors.
- Making or threatening reprisals after a negative response to sexual advances.
- Visual conduct: leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons, posters, websites, emails or text messages.

- Verbal conduct: making or using sexually derogatory comments, innuendos, epithets, slurs, sexually explicit jokes or comments about an individual's body or dress, whistling or making suggestive or insulting sounds.
- Verbal and/or written abuse of a sexual nature, graphic verbal and/or written sexually degrading commentary about an individual's body or dress or sexual experiences, sexually suggestive or obscene letters, notes, invitations, emails, text messages, tweets or other social media postings.
- Physical conduct: unwelcome or inappropriate touching, physical violence, intimidation, assault or impeding or blocking normal movements.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity or the status of being transgender, such as:
 - o Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
 - o Sabotaging an individual's work; and
 - o Bullying, yelling, or name-calling.
- Retaliation for making reports or threatening to report sexual harassment.

Sexual harassment can occur regardless of the gender of the person committing it or the person who is exposed to it. Harassment on the basis of sexual orientation, self-identified gender, perceived gender or transgender status are all forms of prohibited sexual harassment.

Other Types of Harassment

Harassment on the basis of any legally protected status is prohibited, including harassment based on any other status protected by federal, state or local law. Prohibited harassment may include behavior similar to the illustrations above and may also include, but is not limited to:

- Verbal conduct including taunting, jokes, threats, epithets, derogatory comments or slurs based on an individual's protected characteristics;
- Visual and/or written conduct including derogatory posters, photographs, calendars, cartoons, drawings, websites, emails, text messages or gestures based on an individual's protected characteristics; and
- Physical conduct including assault, unwanted touching or blocking normal movement because of an individual's protected characteristics.

Protection Against Retaliation

Retaliation is prohibited against any person by another employee or by the Association for using the Complaint Procedures provided below; reporting proscribed discrimination, harassment, sexual harassment or retaliation; objecting to such conduct; or filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by a governmental enforcement agency. Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions or otherwise denying any employment benefit.

Individuals who believe they have been subjected to retaliation, or believe that another individual has been subjected to retaliation, should report this concern pursuant to the Complaint Procedures in this policy. Any report of retaliatory conduct will be investigated in a thorough and objective manner. If a report of retaliation prohibited by this policy is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken.

Complaint Procedures

Any individual who believes that they or another individual has been subjected to discrimination, sexual harassment, any other form of prohibited harassment or retaliation should, as soon as possible, report it to their manager or supervisor, another member of management, or Human Resources. Complaints can be made orally or in writing. Employees are not required to report any prohibited conduct to a supervisor or manager who may be hostile, who has engaged in such conduct, who is a close associate of the person who has engaged in such conduct or with whom the employee is uncomfortable discussing such matters.

Any supervisor or manager who receives a complaint of harassment, sexual harassment, or retaliation or receives information about such conduct must immediately report it to Human Resources.

Employees are encouraged, but not required, to communicate to the offending person that their conduct is offensive and unwelcome. Individuals who observe any behavior directed at others that may violate this policy are encouraged to take reasonable action to defuse such behavior, if possible, such as intervening directly, alerting a supervisor or Human Resources to assist or making a report under this policy. Physical confrontation, violence or assault is not an appropriate method of intervention. The intervening person must act in accordance with the Association's policies.

Investigation

After a report is received, or the Association otherwise has reason to believe discrimination, prohibited harassment or retaliation is occurring, a timely, thorough and objective investigation by the Association will be undertaken. The Association will maintain confidentiality surrounding the investigation to the extent possible, consistent with a thorough and objective investigation, and to the extent permitted or required under applicable law, and related information will only be shared with others on a need-to-know basis.

Once the investigation is completed and a determination is made, the complaining party will be advised that the investigation has been completed and may be informed of the resolution. The Association complies with the law in conducting investigations and expects that employees will cooperate with an investigation, except when voluntary compliance with an investigation is being requested. Employees are expected to provide truthful information when participating in an investigation.

If the Association determines that this policy has been violated, including if a supervisor or manager knowingly allows the policy to be violated without reporting it, prompt remedial action will be taken, up to and including termination of employment.

Good Faith Reporting

The initiation of a good faith complaint of discrimination, prohibited harassment, sexual harassment or retaliation will not be grounds for disciplinary or other retaliatory action, even if the allegations cannot be substantiated or the employee was mistaken about aspects of the complaint. Any individual who makes a complaint that is demonstrated to be intentionally false may be subject to discipline, up to and including termination.

General Employment Practices

Seniority

As described in the Union CBA applies to all nonexempt employees and refers to how this applies in cases of offered overtime and possible lay-offs during employment with the Association.

Employee Classifications

Employees of the Association are classified as either exempt or nonexempt under federal and state wage and hour laws, and are further classified for administrative purposes.

The following designations are used throughout this Employee Handbook.

Employees will be informed whether their status is exempt or nonexempt and should consult their supervisor or Human Resources with any questions or concerns regarding this status.

Exempt Employees

Exempt employees are employees whose job assignments meet specific tests established by the federal Fair Labor Standards Act (FLSA) and state law and who are exempt from minimum wage and overtime pay requirements. Exempt employees are compensated on a salary basis.

Nonexempt Employees

Nonexempt employees are employees whose job positions do not meet FLSA or applicable state exemption tests, and who are not exempt from minimum wage and overtime pay requirements. Nonexempt employees are eligible to receive overtime pay for hours worked in excess of 40 hours in a given week, or as otherwise required by applicable state law.

Full-Time Employees

Full-time employees are those who are normally scheduled to work and who do work a schedule of 30 or more hours per week.

Part-Time Employees

Part-time employees are those who are normally scheduled to work and who do work fewer than 30 hours per week. Part-time employees may be assigned a work schedule in advance or may work on an as-needed basis.

Temporary/Seasonal Employees and Employees Who Are Property Owners

Temporary, also known as Seasonal employees, are those who are employed for short-term assignments. Temporary employees are generally hired to temporarily supplement the workforce or assist in the completion of a specific project. These temporary employment assignments are of limited duration and are defined as employees who work no more than eight (8) months during a calendar year, and have no expectation of continued employment beyond eight (8) calendar months.

Temporary employees are not eligible for employee benefits, except as required by applicable law, and may be classified as exempt or nonexempt on the basis of job duties and compensation. Per contractual agreement with the Employment Placement Agencies, workers are required to work a set number of hours (usually 720) under the agency's employ before becoming employed by SVCA.

It is the policy of SVCA that members (property owners) of the SVCA may be employed by SVCA. Community members are subject to the same selection processes and policies and procedures as all other employees and shall not receive any special consideration.

Access to Personnel Files

Employees may inspect their personnel file in the presence of a representative of The Association. Please contact Human Resources to schedule a time. Employees may not be allowed to view investigation records or any letters of reference prepared or collected by management. Employees will be provided access to personnel records in accordance with applicable state law.

Only authorized members of management and Human Resources have access to an Employee's personnel file. However, The Association will cooperate with - and provide access to an Employee's personnel file to - law enforcement officials or local, state, or federal agencies in accordance with applicable law.

Pre-Employment Background Checks

~~The Association reserves the right to investigate an individual's prior employment history, personal references, and educational background, as well as other relevant information. Consistent with legal or contractual requirements, the Association also reserves the right to obtain and review an applicant's or an employee's criminal conviction record and related information, and to use such information when making employment decisions, but only to the extent permissible under applicable law.~~

The Association recognizes the importance of maintaining a safe, secure workplace with employees who are qualified, reliable, and nonviolent, and who do not present a risk of serious harm to coworkers or others. To promote these concerns and interests, the Association may investigate an individual's prior employment history, personal references, educational background, and other relevant information. Where permitted by law and consistent with legal or contractual requirements, the Association may also conduct background checks, including obtaining and reviewing criminal conviction information, but only to the extent permissible under applicable law.

The Association will comply with the Washington Fair Chance Act, including to not include criminal history questions on initial applications, not to advertise positions in a way that excludes individuals with criminal records, and will not inquire about or obtain an applicant's criminal history (including through a criminal history background check) until after the applicant is determined to be otherwise qualified and a conditional offer of employment has been made. If an applicant voluntarily discloses criminal record information before a conditional offer (without solicitation), the Association will provide any notices and resources required by Washington law. The Association will comply with applicable federal, state, and local laws governing background checks and privacy, including the federal Fair Credit Reporting Act (FCRA) and required notices before taking adverse action based on a consumer report.

Employment Eligibility and Work Authorization

The Association is committed to employing only individuals who are authorized to work in the United States and who comply with applicable immigration and employment law. As a condition of employment, every individual must provide satisfactory documentation of their identity and employment authorization to work in the United States within three business days after their first day of commencing employment. If the employee cannot verify

their right to work in the United States within three business days after their first day of employment, the Association will be required to terminate their employment immediately.

Performance Reviews

Performance evaluations are generally scheduled once a year or upon a change in assignments; however, supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis.

A positive performance review does not guarantee a salary increase or a promotion. These decisions are made at the discretion of the Association and depend on a number of factors in addition to an employee's individual performance.

We reserve the right to make any personnel changes (including termination) before or after performance evaluations.

Employees covered under the CBA should review Article 22.03 for more information regarding Employee Development and Performance Management for bargaining employees.

Progressive Discipline

The SVCA may at its sole discretion elect to in a particular case follow a progressive discipline approach in addressing performance and conduct issues by taking the following steps:

- 1) A verbal warning may be issued for a specific violation.
- 2) If the violation or additional discrepancies persist, the employee may receive a written warning, a copy of which will be placed in the employee's personnel file.
- 3) An employee who fails to correct such conduct may be subject to suspension without pay, reduction in pay and/or position or termination of employment.
- 4) Major misconduct or serious violation of law or policy may warrant immediate termination, depending on the specifics of a given case.

Employees covered under the CBA should review Article 19.

SVCA reserves the right to skip or ignore progressive discipline entirely or any or all steps at its sole discretion, based on its assessment of the circumstances. SVCA's provision of this Progressive Discipline Policy does not alter the employment at-will doctrine. SVCA and its employees each remain free to end their employment relationship at any time with or without cause and with or without notice.

Justifiable Deviation

SVCA recognizes that sometimes established policy or procedures may not adequately address all situations. In some cases, deviation from established policy may be justified to meet the special circumstances encountered by an employee. Employees accused of wrong doing may claim the opportunity to present justification for an action which would otherwise be judged as misconduct. Acceptance of the deviation and justification shall be at the sole discretion of the General Manager.

Personal Data Changes

Employees must promptly notify Human Resources of any changes to their name, address, phone number, marital status, dependents, next of kin, or beneficiaries. Keeping this information current ensures accurate records for payroll, benefits, and emergency contact purposes.

Reference Checks

So that the Association can handle requests for job references in a consistent, fair and lawful manner, all requests for official job references on behalf of the Association should be forwarded to the Office Manager or General Manager. In response to job reference requests, the Association will only confirm current or former employees' dates of employment and job title. If an employee or former employee submits written authorization, the Association will also provide information regarding salary or wage history.

Romantic and Family Relationships at Work

We will not take any adverse employment action against any employee for engaging in romantic relationships during nonworking hours away from Association premises. However, we will consider such relationships when they affect an employee's job performance, occur during working time, occur on Association premises or pose a danger of a conflict of interest.

A familial or intimate relationship among employees can create an actual, potential or perceived conflict of interest in the employment setting, especially if one relative, spouse, partner or member of such a relationship, supervises another relative, spouse, partner or member. To avoid this problem, we may refuse to hire or place a relative or other intimately associated individual in a position where the potential for favoritism or a conflict exists.

If two employees marry, become related or enter into an intimate relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. In other cases where a conflict or the potential for a conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment, at the discretion of the Association.

For the purposes of this policy, a "relative" is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage (e.g., domestic partnership or civil union status).

Voluntary Open-Door Policy

We recognize that employees may have suggestions for improving our work environment, as well as complaints about the work environment. Employees should feel free to contact their supervisor with any suggestions and/or complaints. If employees do not feel comfortable contacting their supervisor or are not satisfied with their supervisor's response, they should contact Human Resources.

While we provide employees with this opportunity to communicate their views, please understand that not every complaint can be resolved to the employee's satisfaction. Even so, we believe that open communication is essential to a successful work environment, and all employees should feel free to raise issues of concern without fear of reprisal.

Please note that some Association policies, such as the Sexual and Other Unlawful Harassment policy, contained herein, contain specific reporting procedures that should be followed by employees seeking to report violations of those policies. Employees should utilize this policy for reports and ideas that are not addressed through the Association's specific reporting procedures.

Workplace Conduct

Attendance and Punctuality

Employees are expected to be regular in attendance and to be punctual. Any tardiness or absence causes problems for fellow employees and supervisors. If employees are absent, their workload must be performed by others, just as they must assume the workload of others who are absent. To limit problems caused by employee absences or tardiness, we have adopted the following policy that applies to absences not previously approved by the Association.

Employees are expected to report to work as scheduled, be on time and be prepared to start work. Employees are also expected to remain at work for their entire work schedule, except for meal or break periods, or when required to leave on authorized Association business or otherwise authorized to leave. Non-approved late arrivals, early departures or other absences from scheduled hours are disruptive and must be avoided.

If employees are unable to report for work on any particular day, they must call their supervisor at least **two** hour(s) or more according to their work department, or as soon as practical, before the time the employee is scheduled to begin working for that day.

Snow Removal/Maintenance Employees: At least 2-4 hours before the scheduled shift, or as soon as weather conditions are known, to ensure timely coverage for weather-dependent tasks.

Administration Office Employees: No later than 1-2 hours before the start of the workday, allowing for adjustments in office operations.

Golf Pro Shop Employees: At least 2-3 hours before the shift begins, to arrange staffing for customer-facing services.

Recreation Center and Pool Employees: At least 2-3 hours before the shift, ensuring safety and operational staffing levels are maintained.

Golf Course Turf Care Employees: At least 2-4 hours before the scheduled start time, to coordinate grounds maintenance and equipment use.

The Association may inquire about the general reason for an absence or tardiness. Unless extenuating circumstances exist, employees must call in on each and every day they are scheduled to work but will not report to work.

Excessive absenteeism or tardiness may result in disciplinary action up to and including termination of employment, unless the absence or tardiness is legally protected. The following types of time off will not be considered grounds for disciplinary action under this policy:

- Excused time off, including vacation and other forms of paid time off;
- Sick leave provided under a mandatory sick leave law;
- Approved leaves of absence, including jury duty leave, military leave, leave protected under the Family and Medical Leave Act or similar state laws, and time off or leave provided under the Americans with Disabilities Act or similar state laws; and/or
- Time off due to a work-related injury that is covered by workers' compensation.

Each situation of absenteeism or tardiness will be evaluated on a case-by-case basis. Even one unexcused absence or tardiness may be considered excessive, depending upon the circumstances. However, the Association will not subject employees to disciplinary action or retaliation for an absence or for tardiness that is legally protected. An employee who believes that their absence or lateness to work is legally protected should notify their manager of this fact at the time of the absence or tardiness. Employees will not be required to reveal the nature of any underlying medical condition. If an employee believes they have been mistakenly subject to disciplinary action for an absence or for tardiness that the employee believes is legally protected, the employee should promptly discuss the matter with their manager or Human Resources.

Absent extraordinary circumstances or a legally protected reason, if employees fail to report for work without any notification to their supervisor and their absence continues for a period of three consecutive days, the Association will consider that the employee to have abandoned and voluntarily terminated their employment.

Employees covered under the CBA should review Article 19 for more information regarding Discipline for bargaining employees.

Confidential Association Information

The Association's confidential and proprietary information is vital to its current operations and future success. Each employee should use all reasonable care to protect or otherwise prevent the unauthorized disclosure of such information.

In no event should employees disclose or reveal confidential information within or outside the Association without proper authorization or purpose.

"Confidential information" refers to a piece of information, or a compilation of information, in any form (on paper, in an electronic file, or otherwise), related to the Association's business that the Association has not made public or authorized to be made public, and that is not generally known to the public through proper means.

Confidential or proprietary information includes, but is not limited to, non-public information regarding the Association's business methods and plans, databases, systems, technology, intellectual property, know-how, marketing plans, business development, products, services, research and development, inventions, financial statements, financial projections, financing methods, pricing strategies, customer sources, employee health/medical records, system designs, customer lists and methods of competing.

Additionally, employees who have the following information by virtue of the performance of their job responsibilities should not disclose such information for any reason, except as required to complete job duties, without the permission of the employee at issue: Social Security Numbers, driver's license or resident identification numbers, financial accounts, credit or debit card numbers, and security and access codes or passwords that would permit access to medical, financial or other legally protected information.

Confidential information does not include information lawfully acquired by non-management employees about wages, hours or other terms and conditions of employment, if used by them for purposes protected by Section 7 of the National Labor Relations Act, such as joining or forming a union, engaging in collective bargaining, or engaging in other concerted activity for their mutual aid or protection. Confidential Information also does not include: conduct that was, or that an employee reasonably believes to be, illegal; conduct that is recognized as against a clear mandate of public policy; or the existence of a non-confidential settlement involving any such conduct.

Nothing in this Employee Handbook prohibits an employee from communicating with any governmental authority or making a report in good faith and with a reasonable belief of any violations of law or regulation to a governmental authority, or disclosing confidential information that the employee acquired through lawful means in the course of their employment to a governmental authority in connection with any communication or report, or from filing, testifying or participating in a legal proceeding relating to any violations, including making other disclosures protected or required by any whistleblower law or regulation to the Securities and Exchange Commission, the Department of Labor, or any other appropriate government authority.

Further, employees are hereby notified that, under the 2016 Defend Trade Secrets Act (DTSA):

- No individual will be held criminally or civilly liable under federal or state trade secret law for the disclosure of a trade secret (as defined in the Economic Espionage Act) that:
 - o Is made in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, and made solely for the purpose of reporting or investigating a suspected violation of law; or
 - o Is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal so that it is not made public; and
- An individual who pursues a lawsuit for retaliation by an employer for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except as permitted by order in that proceeding.

Conflicts of Interest

While we acknowledge that employees may have pursuits separate from their work at the Association, such endeavors cannot compete with or conflict with an employee's job duties and responsibilities at the Association. To further explain an employee's obligations to avoid conflicts of interest, a conflict of interest may arise, for instance, when an employee has a financial or other interest that could interfere with the employee's job duties with the Association or when an employee uses their position with the Association for personal gain. Each employee of the Association is required to ensure that they and their family members do not improperly benefit personally from the employee's position as an employee for the Association.

Employees must conduct themselves in such a way as to avoid actual or potential conflicts of interest, as set out in this policy. The following are examples of prohibited conflicts of interest in any aspect of an employee's job:

- Acting as a director, officer, consultant, agent or employee of a supplier, customer, competitor or other business entity that engages in business with the Association;
- Owning a material interest in, being a creditor of or having other financial interest in a supplier, customer, competitor or other business entity that engages in business with the Association;
- Receiving from or giving to any supplier, customer or competitor gifts, gratuities, special allowances, discounts or other advantages not generally available to employees of the Association unless the General

Manager approves of the gift or gratuity in advance, or; the gift of gratuity is made as a holiday gift and is less than \$25.00 in value, or;

- Having any significant direct or indirect personal interest in a business transaction involving the Association, or;
- Conducting outside activities that materially detract from or interfere with the full and timely performance of an employee's services for the Association; or
- Influencing commercial transactions involving purchases, contracts or leases in a way that would have a negative impact on the Association or its business.

If an employee finds that they have, or are considering the assumption of, a financial interest, an outside employment relationship or other activity that might involve a conflict of interest, as discussed in this policy, or if the employee is in doubt as to whether any conduct or activity may constitute a conflict of interest, the employee must promptly discuss the matter with Human Resources and refrain from acting on the Association's behalf in any manner that might reasonably be considered to be a conflict of interest or affected by any adverse interest. If the matter is deemed to be a conflict of interest, the affected employee must withdraw from the matter.

Failure to disclose a conflict or potential conflict of interest is a violation of this policy and may lead to disciplinary action, up to and including termination of employment.

This policy in no way prohibits employee affiliations, activities or communications that are protected under applicable state and federal laws, including but not limited to any activity that is protected under Section 7 of the National Labor Relations Act, which includes the right of employees to organize collectively and to speak with others about their terms and conditions of employment.

Grievances and Complaints

From time to time, disagreements, issues, problems or grievances may arise within any organization. Employees may disagree with or have a concern, complaint or grievance with the application of the SVCA rules of conduct, policies or practices, or with a decision that has been made or the manner by which the employee has been treated during employment with the SVCA. In such cases, employees may address such conflicts in one of two manners that are acceptable to the SVCA:

- **Informal Resolution:** An employee who has a minor concern or issue with something that has occurred that affects him or her, or another employee or person, is encouraged to informally address the concern with any Supervisor throughout the organization as these are considered informal conversations. Organizational Supervisors shall not decline these onetime requests as the organization desires to bring these issues to resolution. Open communication fosters the avoidance of generating gossip, dissention, or disharmony and nurtures a positive working environment.
- **Performance Documentation:** Discussions relating to on-the-job conduct, performance or behavior may result in appropriate notations to an employee's performance evaluation file as documentation of performance for the current evaluation period.
- **Formal Resolution:** An employee with a serious concern, complaint or grievance with something that has occurred and that affects him or her, or another employee or person, may believe it is necessary and/or important to have the concern, complaint or grievance addressed in an official and formal manner. In such cases, the complaining employee shall contact his or her manager for a private meeting, at which he or she will provide an explanation of his or her complaint or grievance. Such explanation may be delivered in either verbal or written form. If given verbally, the manager will take sufficient notes to document the employee's concern or complaint. Such matters will be treated formally, requiring the notification and involvement of the General Manager.

Exceptions: If an employee's complaint is against the employee's supervisor, the employee will contact the next manager in the chain of command. If the employee is not comfortable with that contact, the employee will contact either the Office Manager, or the General Manager.

Retaliation Prohibited: An employee making a complaint or grievance will be protected from any retaliation. Employees making such complaints or grievances are required to ensure that such complaints are made in an honest, reasonable and appropriate manner and that all information provided is factual and truthful.

Employees covered under the CBA should review Article 20 for more information regarding Settlement of Disputes for bargaining employees.

Contact With the Media

To ensure that the Association communicates with the media in a consistent, timely and professional manner about matters related to the Association, employees should notify the General Manager or his/her designated Public Information Official whenever they are contacted by the media and asked to speak on behalf of the Association so that the Association knows that a media inquiry has been made. Do not respond to media inquiries on the Association's behalf without authorization. This rule does not prevent employees from speaking with the media, but they should not attempt to speak on behalf of the Association unless they have specifically been authorized to do so by an officer of the Association.

Outside Employment

The Association values employees' ability to pursue personal interests and activities outside of work, provided these do not interfere with their job performance or create conflicts of interest as outlined in the Conflicts of Interest policy. We encourage a healthy work-life balance and respect privacy, but employees must ensure their external commitments align with their responsibilities to the Association.

Employees may engage in outside activities, including secondary employment or self-employment, as long as the following expectations are met:

- **Acceptable Activities:**
 - o Occur outside of scheduled work hours and do not rely on Association resources (e.g., tools, materials, or equipment).
 - o Enhance or maintain skills without compromising job performance or organizational loyalty.
 - o Do not compete with or undermine the Association's mission, operations, or interests.
- **Unacceptable Activities:**
 - o Outside employment or activities that conflict with the employee's work schedule, duties, or responsibilities.
 - o Commitments that negatively impact the employee's productivity, attendance, or ability to meet Association standards.
 - o Work conducted during Association time or using Association property.
 - o Roles with competitors or entities whose interests oppose the Association's goals.

If an employee's outside activities begin to impair their job performance or prevent them from fulfilling their duties, the Association may take appropriate disciplinary action, up to and including termination, following a fair review process. Employees are encouraged to consult with Human Resources or the General Manager if unsure whether an activity aligns with this policy.

The Association does not assume liability for outside employment, including workers' compensation or benefits for injuries sustained outside of Association duties."

Key and ID Card Control

Keys and ID cards are SVCA's property and may be issued to employees to facilitate the performance of his or her duties. A record of such items shall be kept in the employee personnel file and the employee's supervisor or General Manager shall require the return of such items at any time including, but not limited to, the end of the employment relationship. It is the responsibility of the Department Manager to ensure that the Security Department check-in and check-out all staff door keys.

Assignment of Access Cards: Many employees will be issued an access ID card that allows for electronic access to particular facilities without the use of a door key. Depending on the department to which the employee is assigned and responsibilities of the employee, the appropriate access level will be granted. It shall be the responsibility of the Department Manager and Office Manager to ensure that employees requiring access cards are given the appropriate level of access. All access ID cards shall be returned to Administration upon termination of the employment relationship. Should the ID card ever become lost or unavailable upon termination, the Department Manager shall ensure that the Office Manager is notified immediately to replace the card, or deactivate it.

Key Security: The security of keys is essential and under no circumstances should an employee permit any other person, including any other employee, to borrow or use his or her keys without specific approval of the appropriate Department Manager.

Personal Appearance

Employees are expected to maintain a professional, safe, and appropriate appearance that reflects the nature of their role, ensures personal and coworker safety, and supports positive interactions with the public. Good judgment, cleanliness, and comfort should guide grooming and attire choices. The following standards apply:

- **Clothing:** Must be clean, in good condition, and suitable for the position. Attire should not pose a safety hazard. Jeans are permitted where appropriate to the role, provided they are free of rips or excessive wear. Inappropriate items include tank tops, t-shirts, jogging suits, sweatpants, flip-flops, slippers, and revealing garments, unless specifically authorized for the job.
- **Grooming:** Employees should maintain a neat and hygienic appearance. Facial hair, whether clean-shaven or grown out, must be well-kept and trimmed.
- **Jewelry and Accessories:** Should not interfere with safety or job duties. Restrictions may apply based on position-specific requirements.

Employees unsure about these expectations should consult their supervisor to ensure alignment with workplace standards and safety needs."

Employees who report to work in a manner that violates this policy may be instructed by their supervisor to return home to change. The time that nonexempt employees are absent for this purpose will be unpaid unless state law requires otherwise.

Nothing in this policy is intended to prevent employees from wearing a hair or facial hair style that is consistent with their cultural, ethnic or racial heritage or identity. This policy will be interpreted to comply with applicable local, state or federal law.

Religious, Medical and Disability Accommodations

The Association will reasonably accommodate an employee's religious beliefs, medical condition or disability by making exceptions to this policy. Employees who need such an accommodation should contact their supervisor or Human Resources.

Personal Electronic Devices

Although the Association permits employees to bring personal electronic devices, including cellular phones, smartphones and personal digital assistants, into the workplace, employees are expected to remember that working time is for work.

Therefore, employees should only use personal electronic devices (such as engaging in personal phone calls) during nonworking time, including meal and rest breaks. Outside of this time, personal devices should be kept to a minimum and for emergencies only.

Reporting and Anti-Retaliation Policy

We encourage all employees to promptly report any concerns or potential violations of our policies, laws, or best practices. Reports can be made in good faith to your supervisor, Office Manager/Human Resources, General Manager, or President/Board of Directors. Confidentiality will be maintained as much as possible, and all reports will be taken seriously and investigated appropriately.

Retaliation against anyone who raises concerns or participates in investigations is strictly prohibited and may result in disciplinary action, up to termination. Retaliation includes threats, intimidation, changes to employment terms, or exclusion. Employees may also report concerns to external agencies (such as the EEOC, NLRB, or SEC) and participate in investigations without fear of retaliation. Please note that knowingly false or malicious reports are not protected under this policy.

Social Media

This policy governs employee use of social media, including any online tools used to share content and profiles, such as personal web pages, message boards, networks, communities, and social networking websites, apps, and blogs, including, but not limited to, Facebook, X (formerly Twitter), LinkedIn, Instagram, and Reddit. The lack of explicit reference to a specific site or type of social media does not limit the application of this policy.

The Association respects the rights of all employees to use social media. However, because communications by Association employees on social media could, in certain situations, negatively impact business operations, customer relations, or create legal liability, it is necessary for the Association to provide these guidelines. These guidelines are intended to help employees understand the types of conduct that are prohibited. This policy will not be interpreted or applied to interfere with the rights of Employees to speak with others, engage in debates and protest about their terms and conditions of employment, or any other conduct protected by Section 7 of the National Labor Relations Act (NLRA). Employees have the right to engage in or refrain from such activities.

Please refer to the SVCA Confidentiality and Social Media Policy for additional information.

Standards of Conduct

The Association expects employees to follow basic, common-sense rules of conduct that will protect everyone's safety and security.

It is not possible to list all forms of behavior that are considered unacceptable in the work environment. To guide employees, we are providing some examples of possible forms of behavior that are considered unacceptable and may lead to disciplinary action, including termination of employment, in the discretion of the Association. The following list is not all-inclusive:

- Falsification of employment records, employment information or other records or work-related information of the Association;
- Recording the work time of another employee, allowing any employee to record another employee's work time, or allowing falsification of any time report, whether yours or another employee's;
- Theft or the deliberate or careless damage of any Association property or the property of any employee, client, contractor or visitor;
- Use of Association materials, supplies, tools or products for personal reasons without advanced permission from management;
- Violation of the Association's Electronic Resources and Use of Association Equipment and Resources policies, including sending personal emails during working time;
- Provoking a physical fight or engaging in physical fighting in the work environment, during working hours, at a work event or on premises owned or occupied by the Association;
- Carrying firearms, weapons or dangerous substances at any time, on premises owned or occupied by the Association, unless otherwise permitted by applicable law;
- Using violent, threatening or unlawfully harassing language at any time in the work environment, during working hours or while on premises owned or occupied by the Association;
- Absence of three consecutive scheduled workdays without prior notice to the Association;
- Making knowingly false statements concerning the Association or any employee, client, contractor or visitor;
- Failing to obtain permission from your Department Manager, the Office Manager or the General Manager to leave work or be offline during scheduled working time (not including legally required meal and rest breaks) unless the reason is legally protected;
- Failing to observe work schedule requirements, including meal and rest breaks;
- Abusing or misusing paid sick leave. **Note:** For employees subject to mandatory sick leave laws, the provisions of the applicable policy govern sick leave issues;
- Working overtime without authorization or refusing to work assigned hours;
- Violating any policy, rule or procedure of the Association;
- Failure to demonstrate immediate and consistent improvement in poor work performance;
- Engaging in discussions or acts of violence against any employee, client, contractor or visitor;
- Conduct that is physically injurious or threatening towards any employee, client, contractor or visitor;
- Refusal to perform assigned duties as requested by a manager or supervisor unless unsafe or contrary to Association policies or procedures;
- Use, consumption or possession of intoxicating beverages or illegal drugs on the Association premises, during working hours, at a work event or otherwise in violation of the Association's Drug-Free Workplace Policy; and
- Discrimination or harassment in violation of the Association's Equal Employment Opportunity (EEO) or Sexual and Other Prohibited Harassment Policies and any additional policies prohibiting discrimination, harassment and sexual harassment in the employee handbook, against any employee, client, contractor,

visitor or other individual involved in the operations of the Association based upon race, religion, age, sex, national origin, disability or any other protected characteristic under applicable federal, state or local law.

The Association upholds a zero-tolerance approach regarding fraud and corruption. The Association will identify and promptly investigate any suspected fraudulent or related dishonest activity against the Association or other parties with whom the Association has dealings. The Association will take appropriate disciplinary and legal actions to include the possibility of termination of employment, restitution, and forwarding information to the appropriate authorities for prosecution.

All employees must report concerns they have or information provided to them about the possible fraudulent or corrupt activity of any employee, Board member, contractor, vendor, or any other party with an association with SVCA. Any person who has a reasonable basis for believing fraudulent or corrupt acts have occurred has a responsibility to report the suspected act immediately.

Please note this list is not all-inclusive and the Association may take disciplinary action to address other types of conduct, or performance issues or rule violation in its sole discretion. The Association reserves the right to determine which type of disciplinary action to issue an employee. This statement of prohibited conduct does not alter or limit the policy of at-will employment, where applicable. Either the employee or the Association may terminate the employment relationship at any time for any reason, with or without cause, and with or without notice.

Employees covered under the CBA should review Article 19 for more information regarding Discipline for bargaining employees.

This policy in no way prohibits employee affiliations or activities that are protected under applicable local, state and federal laws, including but not limited to any activity that is protected under Section 7 of the National Labor Relations Act (NLRA), which includes the right of employees to organize collectively and to speak with others about their terms and conditions of employment.

Use of Generative AI Tools

The Association recognizes the growth in and use of generative artificial intelligence (AI) tools. Generative AI tools are computer technology with the ability to simulate human intelligence to analyze data to reach conclusions about, find patterns, and predict future behavior. These tools also learn from data and adapt to perform certain tasks better over time. Examples include, but are not limited to, ChatGPT, Bing AI, Google Gemini, and Copilot. The unknown nature of generative AI tools raises questions about their use in the workplace. The Association prioritizes security, confidentiality, data privacy, and protection of its intellectual property as well as promoting a workplace free of discrimination and harassment. Any use of generative AI Tools under this policy must comply with the relevant policies, internal controls, and guidelines of the Association.

Due to the degree of risk in using generative AI tools, the Association requires employees, independent contractors, and third parties who use generative AI tools on behalf of the Association to comply with the following restrictions:

1) Employees, independent contractors, and third parties may not input sensitive, confidential, or proprietary information of the Association, its clients, vendors, independent contractors, or any other party in a generative AI tool. Employees must protect any personal or confidential information in accordance with the Association's data protection and confidentiality policies and in accordance with applicable laws.

2) Generative AI should not be used to generate or output any code without prior approval from the General Manager or the IT Department.

3) Generative AI tools should not be used to generate false or defamatory content or other content that violates ethical standards or applicable law.

4) Generative AI tools should not be used to replicate or modify existing content without permission from the original owner and without prior approval from the General Manager and legal counsel.

5) Generative AI tools should not be used to record or transcribe meetings. If there is a need for recording or transcribing, employees must obtain prior approval from the General Manager and all parties to the meeting being recorded or transcribed.

Employees should report any issues or concerns related to this policy and the use of generative AI tools to their supervisor and the IT and Human Resources Departments immediately.

Violations of this Policy may result in disciplinary action, up to and including separation of employment.

Termination of Employment

The following is deemed to be a voluntary resignation of employment:

1. An employee's written or oral resignation. Supervisors are required to document an employee's oral resignation, documenting date, time, those present and exact wording provided.
2. Failure to report to work for three (3) consecutive days without prior notification
3. Walking off the job.

Supervisors are required to document the circumstances of employee's departure, working conditions and jobs being performed, document date, time, and those present and the statement from the employee.

Resignation: Employees are asked to provide at least two (2) weeks' notice to SVCA, (or longer if by written agreement with SVCA) of an employee's intent to voluntarily terminate employment.

Employees who resign are requested to submit a letter of resignation to the General Manager through his or her Department Manager stating the reasons for resignation.

Each employee must return SVCA property which includes, but is not limited to, employee ID and charge cards, amenities access key, facilities keys, tools, uniforms, equipment, etc. upon demand but, in no event, later than his or her last day of employment.

Failure to Report or Abandonment: Any employee who fails to report to work for three (3) consecutive days without proper notification and/or approval, or who walks off the job, regardless of whether a letter of resignation is submitted, shall be deemed to have voluntarily resigned from SVCA.

Employees covered under the CBA should review Article 19 for more information regarding Discipline for bargaining employees.

Return of Resources

Employees are responsible for the timely surrender and return of any and all SVCA property and resources upon request, demand or at the end of the employment relationship.

All SVCA ID cards, keys, tools, equipment, vehicles, uniform, safety gear, books or documents must be surrendered on demand and upon termination of employment.

Recovery: The SVCA may initiate reasonable action to recover its property from former employees who fail to return said property, where it is deemed necessary and practical to do so.

Exit Interview

Any employee leaving the Association's employ may be asked to participate in an exit interview. Exit interviews will normally be conducted by the Office Manager or another person designated to conduct the interview by the General Manager.

One purpose of the interview is to determine the reasons for termination and to resolve any questions of compensation, return of SVCA property or other matters relating to termination. The interview may also provide useful information for management regarding employment training, communications, morale, and potential problem areas. SVCA continuously evaluates employment relations in order to provide a positive and healthy work environment to all its employees. Employee comments, based on first-hand experience, can be extremely helpful.

Time Off and Leaves of Absence

Bereavement Leave

Employees may take up to three days of paid time off to attend the funeral and make any necessary arrangements due to the death of an immediate family member, except where allowed additional time off for bereavement under applicable state law. "Immediate family members" consist of the employee's spouse, domestic partner, children, siblings, parents, grandparents, grandchildren; or the children, siblings or parents of the employee's spouse or domestic partner.

Employees must notify their Department Manager as soon as possible if they need to take bereavement leave. Approval of bereavement leave will occur in the absence of unusual Association operating requirements. Any employee may, with their supervisor's approval, use any available paid leave for additional time off beyond three days, as necessary.

Civil Air Patrol Leave

Employees who are members of the Washington wing of the Civil Air Patrol may take time off, without pay, to provide services as part of an emergency service operation. For purposes of this policy, an "emergency service operation" refers to:

- A search and rescue mission designated by the air force rescue coordination center;

- Disaster relief, when requested by the Federal Emergency Management Agency (FEMA) or the Department of Homeland Security (DHS);
- Humanitarian services, when requested by FEMA or DHS;
- United States air force support designated by the first air force; and
- Counterdrug missions.

Employees may be asked to provide verification that leave was taken for a purpose allowed under this policy.

Domestic Violence, Sexual Assault or Stalking Leave

Employees who are the victim of domestic violence, sexual assault or stalking, or whose family member is the victim of domestic violence, sexual assault or stalking, may take reasonable leave from work to:

- Seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or the employee's family members;
- Seek treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault or stalking;
- Attend to health care treatment for a victim who is the employee's family member;
- Obtain, or assist a family member in obtaining, services from a domestic violence shelter, rape crisis center or other social services program for relief from domestic violence, sexual assault or stalking;
- Obtain, or assist a family member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault or stalking in which the employee or the employee's family member was a victim of domestic violence, sexual assault or stalking; or
- Participate in safety planning, temporarily or permanently relocate or take other actions to increase the employee's safety or the safety of the employee's family members from future domestic violence, sexual assault or stalking.

For purposes of this policy, a "family member" includes a child (including a biological, adopted, foster or stepchild; legal ward; or child for whom the employee stands in loco parentis, or in the place of a parent, who is under 18 years of age or who is 18 years or older and incapable of self-care because of a mental or physical disability), spouse (including state-registered domestic partners and same-sex spouses), parent, parent-in-law, grandparent or person with whom the employee has a dating relationship.

When possible, employees must give the Association notice of their intention to take leave for these purposes at least three days in advance. When advance notice is not possible because of an emergency or unforeseen circumstances due to domestic violence, sexual assault or stalking, an employee or someone on the employee's behalf must give notice no later than the end of the first day the employee takes leave.

The Association may require verification that the employee or family member is a victim of domestic violence, sexual assault or stalking and that the leave is being taken for one of the purposes described above. Verification may be provided by written statement confirming these facts or by other appropriate documentation, such as a police report or court order, and must be provided in a timely manner.

Employees will not be required to provide additional information beyond this required verification, or information that would compromise the safety of the employee or their family member. Except as otherwise required or permitted by law, the Association will maintain the confidentiality of all information employees provide regarding this leave, including the fact that the employee or a family member is a victim or that the employee has requested leave for these purposes.

When taking leave under this policy, an employee may choose to use any available paid leave, including sick and safe leave, or vacation. Otherwise, leave will be unpaid. Leave may be taken intermittently, on a reduced work schedule or in a single block of time, as the circumstances warrant. During the leave, the Association will maintain any health insurance coverage being provided in the same manner as if the employee had not taken leave.

The leave must be reasonable in duration, which will be determined by management and the affected employee, based upon the circumstances.

Upon return from leave under this policy, an employee will be reinstated to the position held prior to taking leave or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment, subject to certain exceptions as provided under Washington law.

The Association will not terminate, threaten to terminate, suspend or in any manner discriminate or retaliate against an employee because the employee requests or takes leave in accordance with this policy, files or expresses an intent to file a complaint alleging a violation of Washington's law on leave for domestic violence victims, or participates or assists in another employee's attempt to exercise rights under that law.

Employees may also be entitled to a reasonable accommodation under the Association's Accommodation for Victims of Domestic Violence, Sexual Assault or Stalking policy and should consult Human Resources for additional information.

Emergency Responder Leave

Sudden Valley employees who volunteer as a firefighter shall disclose their volunteer status if and when they begin to serve as a volunteer to facilitate when the Association may need to grant responder leave.

Employees who are volunteer firefighters or reserve officers will be allowed time off to respond to a fire alarm or an emergency call. For purposes of this policy, a "volunteer firefighter" means a firefighter for purposes of the state's firefighters' and reserve officers' relief and retirement pensions law who voluntarily performs, regardless of reimbursement, any assigned or authorized duties on behalf of or at the direction of a firefighting or emergency response unit of a city, county, fire district, regional fire protection district, port district or the state.

If an employee is at work when called to serve as a volunteer firefighter, they must notify the Association of their firefighter status and intent to serve as a volunteer in order to take leave. If the employee is not at work when called to serve, they will only be allowed to take leave if they have been ordered to remain at their position by the commanding authority at the fire scene.

Employees may be asked to provide verification that leave was taken for a purpose allowed under this policy.

Time off will be without pay except that exempt employees will receive pay when required under applicable law.

Personal Time

All regular, full time employees will receive 32 hours of personal time on January 1st of every year. Eligible employees must have completed their introductory period before using this time. Those individuals hired mid-year will receive a pro-rate amount of personal time.

To schedule personal time, employees should submit a completed Time Off Request form, online in the timekeeping system, to the supervisor at least two weeks before the requested leave. Employees must ensure that they have enough earned personal time available to cover the dates requested. Requests will be approved based on a number of factors, including department operating and staffing requirements. The supervisor should return the leave request to the employee within three business days of the date it is submitted indicating that the request has been approved or denied. If the request for personal time is denied, the supervisor should provide an appropriate reason on the form returned to the employee.

Personal time is NOT paid out upon termination. All personal hours must be used by December 31st of the calendar year or will be forfeited. Personal time does not carry over from year to year.

Holidays

SVCA recognizes nine (9) days during the year as paid holidays for eligible employees. In order to receive holiday pay, eligible employees must work his or her last regular scheduled day before and the first scheduled day after each holiday, unless the employee is on approved vacation. Any employee, who refuses to work on a holiday when requested by the Department Manager, will forfeit any holiday pay due as well as being subject to other disciplinary action.

- New Year's Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- The Day After Thanksgiving
- Christmas Eve
- Christmas Day

If a holiday falls on a weekend day, the Association usually observes the holiday on the preceding Friday or the following Monday at the discretion of the General Manager.

Employees covered under the CBA should review Article 9 for more information regarding Holidays for bargaining employees.

Employees who are on a continuous leave of absence are not eligible to receive holiday pay.

Other Legally Required Leaves of Absence

Employees will be granted leave of absence required by law, including for the purpose of fulfilling any required legal, civic, military, or parental obligation in accordance with applicable state laws. Please contact HR for more information if you need one of these leaves.

- Military Leave – including fitness for duty examinations, training, or active duty, may be granted a leave of absence in accordance with applicable state laws.

- Leave for Military Spouses – Employees who work an average of 20 hours or more hours a week and have a spouse or registered domestic partner engaged in active military duty can take up to fifteen (15) days of unpaid leave during their spouse's leave from deployment in a time of military conflict.
- Jury and Witness Duty Leave – Employees are encouraged to serve on jury or witness duty when called. Employees covered under the Collective Bargaining Agreement should review Article 15 for more information regarding Jury Duty for bargaining employees.
 - Any employee called for jury duty or as a witness shall submit the summons to serve on a jury to the Department Manager at least two days prior to scheduled jury duty.
 - The Association will provide all regular, full-time employees with up to ten days of paid leave to service as a juror or witness. Any employee on jury or witness duty is expected to report, or return to work for the remainder of the work schedule when dismissed from jury or witness duty.
 - Employees will be required to provide verification of jury duty or witness service from the court clerk.
 - Employee reimbursement shall be determined by subtracting the amount received for such service by the Court from the amount earned at their regular rate of pay the missed while performing such service during their normal working hours.

Paid Family and Medical Leave

Washington Paid Family and Medical Leave (WA PFML) is a state-run paid family and medical leave program administered by the Washington Employment Security Department (Department) that provides leave and partial wage replacement to eligible employees who are unable to work for certain qualifying reasons. The amount of WA PFML available to employees is calculated on a "claim year" basis, which is defined as the period of 52 consecutive weeks beginning on the Sunday immediately before an employee files a complete application for WA PFML benefits.

WA PFML benefits are funded by an employee contribution made through payroll deductions. The payroll deduction amount is set by the Department as a percentage of an employee's eligible wages and may be adjusted periodically.

Eligibility

Employees who are localized in Washington and who have worked 820 hours over a four-quarter period determined by the Department before applying for benefits are eligible for WA PFML.

Qualifying Reasons and Length of Leave

Employees may be eligible for up to 12 weeks of WA PFML as follows:

- Up to 12 weeks of paid medical leave to attend to their own serious health condition as certified by a health care provider, including illness, injury, or pregnancy/childbirth.
- Up to 12 weeks of paid family leave to care for a family member with a serious health condition as certified by a health care provider, including illness, injury, or pregnancy/childbirth.
- Up to 12 weeks of paid family leave to bond with and care for an employee's child during the first 12 months after birth or after adoptive, guardianship, foster care, or non-parental custody placement of a child under the age of 18.
- Up to 12 weeks of paid family leave to attend to certain issues that arise from a family member being called to covered active military duty.

- Up to seven days of paid family leave during the seven calendar days following the death of a child for whom the employee would have qualified for medical leave on the basis of the birth of the child or for bonding with the child following the child's birth or placement.

Employees can take more than one type of WA PFML in a claim year. The maximum amount of WA PFML an employee can take in a claim year is 16 weeks, except that employees who experience incapacity related to pregnancy, childbirth or related medical conditions may receive an additional two weeks of paid medical leave, for a combined total of 18 weeks of WA PFML in a claim year.

For purposes of WA PFML, a "family member" means the employee's:

- Spouse or state registered domestic partner;
- Child or child's spouse;
- Parent (including a biological, adoptive, de facto, or foster parent, stepparent or legal guardian of an employee or the employee's spouse, or an individual who stood in loco parentis to an employee when the employee was a child);
- Grandparent;
- Grandchild;
- Sibling; or
- Any individual who depends on the employee for care and either: (1) regularly resides in the employee's home; or (2) is in a relationship that creates an expectation that the employee will care for the person.

A "family member" does not include an individual who simply resides in the same home as the employee with no expectation that the employee care for them.

Employees may take WA PFML on an intermittent basis (i.e., taking leave in blocks of time) or on a reduced schedule (i.e., reducing the employee's normal weekly or daily work schedule). Intermittent leave must be taken in one-hour increments, with a minimum claim duration of four consecutive hours per week.

Notice Required

Employees must provide at least 30 days' written notice before the start of WA PFML to Human Resources. Employees may provide written notice by email or text message. When providing notice, employees should specify the anticipated start date of the leave, the anticipated length of the leave, and the expected date of return. If the employee is unable to provide 30 days' notice because the need for leave is unforeseeable or the leave is due to issues arising out of a family member's call to covered active military duty, the employee must provide notice as soon as practicable.

Employees must make a reasonable effort to schedule foreseeable leave due to a serious health condition (e.g., planned medical treatment) in a manner that does not unduly disrupt the Association's operations, subject to the approval of the employee's or family member's health care provider.

An employee must give notice if any dates of scheduled leave change, are extended or were initially unknown.

The Association will treat any medical or health information as confidential and will not disclose such information except with the permission of the employee requesting leave, unless disclosure is otherwise required by law.

Employees taking WA PFML may be required to provide periodic reports regarding their status and intention to return to work.

Failure to provide adequate notice before WA PFML may result in the Department delaying or denying an employee's WA PFML.

Applying for WA PFML Benefits with the Department

Employees must apply for WA PFML benefits through the Department's online system at <https://paidleave.wa.gov/login/>.

To avoid delays in approvals and/or payments, applications should be submitted to the Department as soon as possible, beginning on the start date of the WA PFML.

Applications must be submitted no later than 30 days after the start of WA PFML, unless the Department determines that the application may be backdated for good cause.

Wage Replacement Benefits

WA PFML wage replacement benefits are determined and administered by the Department, not the Association. The amount of wage replacement benefits is calculated based upon an employee's average weekly wage in relation to the state average weekly wage and is capped at a maximum weekly benefit amount that is adjusted annually.

There is an unpaid waiting period of up to seven calendar days before WA PFML payments will start, except for claims for bonding, medical leave taken upon the birth of a child, loss of a child, and leave to attend to issues arising out of a family member's call to covered active military duty.

Coordination With Other Leaves and Association-Provided Benefits

The Association will not require employees to use or exhaust any accrued and available Association-provided paid time off, including **vacation or sick leave** prior to or while receiving WA PFML.

Employees may use the following as benefits concurrently with WA PFML to supplement or "top off" their WA PFML benefits: vacation, sick leave, PTO, paid bereavement leave.

The combined pay of WA PFML plus any supplemental benefit cannot exceed the employee's weekly wage, and all wage replacement benefits will be fully integrated to avoid duplication of benefits. This limitation does not apply to paid sick leave.

WA PFML will run concurrently with protected leave taken under any other applicable federal, state or local leave law.

During approved WA PFML, the Association will continue making contributions to an employee's group health benefits on the same terms as if the employee had continued to work, unless: (a) the employee is not employed by the Association at the time they file for WA PFML benefits; (b) the employee is not entitled to WA PFML reinstatement; or (c) the employee has forfeited their right to WA PFML reinstatement. For benefits coverage to continue during WA PFML, the employee must continue to make any premium payments they were required to make for themselves or their dependents prior to the leave. Failure to make timely payments may result in termination of health insurance coverage.

Reinstatement and Forfeiture

An employee is entitled to reinstatement to the same or an equivalent position with the same status, pay, employment benefits, length-of-service credit, and seniority as of the date of leave, if the employee has worked for at least 180 calendar days before taking WA PFML and has not forfeited their right to reinstatement.

An employee will be deemed to have forfeited their right to WA PFML reinstatement if they do not exercise such right upon the earlier of the first scheduled workday following: (1) a period of WA PFML; or (2) a combined total of 16 workweeks of WA PFML taken during a period of 52 consecutive calendar weeks, or 18 workweeks if any portion of the leave was taken as a result of a serious health condition with a pregnancy resulting in incapacity.

As a condition of reinstatement from medical leave under WA PFML, the Association may require an employee to provide certification from the employee's health care provider that the employee is able to resume work.

For employees who do not meet the requirements for reinstatement under WA PFML, reinstatement is not guaranteed. Other laws that provide for reinstatement may apply, and the Association will comply with all applicable reinstatement requirements.

The Association may deny reinstatement to an employee who would not otherwise have been employed at the time the employee would return from WA PFML. Under certain circumstances, the Association may also deny reinstatement to any salaried employee who is among the highest paid 10 percent of the employees employed by the Association within 75 miles of the facility at which the employee is employed.

Upon reinstatement, an employee's WA PFML will not affect their previously held right to accrue Association-provided paid time off, bonuses, advancement, seniority, length-of-service credit or other employment benefits, plans or programs.

Misuse of WA PFML

Employees who fraudulently obtain WA PFML benefits will not receive the protections and benefits provided by the law and may be required to repay any benefits received.

Protected Rights

The Association takes its WA PFML obligations very seriously and will not interfere with, restrain or deny the exercise of any right protected under the WA PFML. The Association will not discriminate or retaliate against any employee because they oppose conduct that is unlawful under the WA PFML, file a complaint or institute a proceeding related to the WA PFML, or testify or provide information in an inquiry or proceeding related to the WA PFML or are about to do so. If an employee believes that their WA PFML rights have been violated in any way, they should immediately report the matter to Human Resources.

Additional Information

Employees who have questions about this policy should contact Human Resources.

Paid Sick ~~and Safe~~ Leave

The Association provides eligible employees with sick leave pursuant to Washington's paid sick leave law (PSLL).

~~The Association provides paid sick and safe leave to eligible employees in compliance with Washington's paid sick and safe leave law (PSSLL).~~

Employee Eligibility

All employees (including full-time, part-time and temporary employees) who work in Washington are eligible to accrue paid sick and safe leave, except for employees who do not meet the definition of "employee" under the Washington Minimum Wage Act, including employees employed in executive, administrative, professional and outside sales capacities.

Accrual and Use of Paid Sick and Safe Leave

Eligible employees begin to accrue paid sick and safe leave upon their first day of employment.

Paid sick ~~and safe~~ leave accrues at a rate of one hour for every 40 hours worked, including overtime hours for nonexempt employees.

Employees covered under the CBA should review Article 11 for more information regarding Sick Leave for bargaining employees.

All exempt employees will receive sick leave as outlined in their employment contracts under compensation.

Employees will not accrue paid sick and safe leave while using paid sick and safe leave, vacation or other paid time off. Employees also will not accrue paid sick and safe leave during an unpaid leave of absence.

Paid sick and safe leave may be used in increments of one hour or greater to cover all or just part of a workday.

Eligible employees may begin to use their accrued paid sick and safe leave on the 90th calendar day after they begin working for the Association.

Employees can use paid sick and safe leave for an absence on any day for which they were required to work.

Employees are not required to search for or find an employee to cover their work when they take paid sick and safe leave. Paid sick and safe leave taken in accordance with this policy will not be counted as an absence or occurrence that may result in discipline under any company policy.

Use of Paid Sick and Safe Leave

Paid sick and safe leave may be used in increments of one hour or greater to cover all or just part of a workday.

Eligible employees may begin to use their accrued paid sick and safe leave on the 90th calendar day after they begin working for the Association.

Employees can use paid sick and safe leave for an absence on any day for which they were required to work.

Employees are not required to search for or find an employee to cover their work when they take paid sick and safe leave. Paid sick and safe leave taken in accordance with this policy will not be counted as an absence or occurrence that may result in discipline under any Association policy.

Reasons Sick and Safe Leave May be UsedCovered Reasons for Use

Sick leave may be used only during times that an employee cannot work for the following reasons:

- The employee's mental or physical illness, injury or health condition; need for medical diagnosis, care or treatment for the illness, injury or health condition; or need for preventive medical care.
- A family member's mental or physical illness, injury or health condition; need for medical diagnosis, care or treatment for the illness, injury or health condition; or need for preventive medical care.
- The employee's place of business or the employee's child's school or place of care has been closed by order of a public health official for any health-related reason or the employee's child's school or place of care has been closed after the declaration of an emergency by a local or state government or agency, or by the federal government. A "health-related reason" is a serious public health concern that could result in bodily injury or exposure to an infectious agent, biological toxin, or hazardous material. It does not include closures for inclement weather.
- To prepare for or participate in any judicial or administrative immigration proceeding involving the employee or their family member.
- For "safe time" purposes, which are defined as absences related to domestic violence, sexual assault or stalking of, or a hate crime against, the employee or the employee's family member to:
 - o Seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or the employee's family members;
 - o Seek treatment by a health care provider for physical or mental injuries, or attend to health care treatment for a victim who is the employee's family member;
 - o Obtain, or assist a family member in obtaining, services from a domestic violence shelter, rape crisis center or other social services program;
 - o Obtain, or assist a family member in obtaining, mental health counseling; or
 - o Participate in safety planning, temporarily or permanently relocate or take other actions to increase the employee's or their family member's safety.

For purposes of this policy, for sick leave that is not related to safe time, "family member" means the employee's:

- Spouse;
- Registered domestic partner;
- Child (including a biological, adopted or foster child, a stepchild, a child's spouse, or a child to whom the employee stands in loco parentis, is a legal guardian or is a de facto parent, regardless of age or dependency status);
- Parent (including a biological, adoptive, de facto or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis to an employee when the employee was a minor child);
- Sibling;
- Grandparent;
- Grandchild; or
- Any individual who regularly resides in the employee's home or where the relationship creates an expectation that the employee care for the person, and that individual depends on the employee for care.

For sick leave related to safe time, "family member" means the employee's:

- Spouse;
- Registered domestic partner;

- Child (including a biological, adopted or foster child, a stepchild, a legal ward or a child to whom the employee stands *in loco parentis*, who is: (a) under 18 years of age; or (b) 18 years of age or older and incapable of self-care because of a mental or physical disability);
- Parent or parent-in-law (including a biological or adoptive parent or an individual who stood *in loco parentis* when the employee, their spouse or domestic partner was a child);
- Grandparent; or
- An individual with whom the employee has a dating relationship.

~~For absences related to the employee's or family member's status as a victim of domestic violence, sexual assault or stalking, "family member" also includes an individual with whom the employee has a dating relationship.~~

Requesting Paid Sick ~~and Safe Leave~~/Documentation

If the need to use sick leave is foreseeable, such as for prescheduled medical appointments and court dates in domestic violence cases, employees must provide at least ~~seven~~ days advance notice of an absence from work to Human Resources. If the need to use sick leave is unforeseeable, employees must provide notice to Human Resources as soon as possible before the start of their scheduled shift, unless it is not practicable to do so. Employees may provide notice by phone call, email or text message.

When notifying the Association of the need to use sick leave, the employee should include the anticipated duration of the absence, when possible.

In all circumstances, employees are responsible for specifying that the time off is for sick leave reasons (as opposed to, for example, vacation), so that the absence may be designated as a sick leave absence.

For absences exceeding ~~three-four~~ or more consecutive ~~scheduled~~ workdays, the Association may require employees to provide verification that their use of paid sick and safe leave is for an authorized purpose. Employees must submit any required documentation within ten calendar days following the first day of paid sick and safe leave. If an employee anticipates that providing required documentation will create an unreasonable burden or expense, the employee can provide an oral or written explanation of: why the absence was a permissible use of paid sick and safe leave; and how the required verification creates an unreasonable burden or expense for the employee.

Rate of Pay for Sick and Safe Leave/Overtime

Sick and safe leave will be paid at the employee's regular and normal rate of pay at the time the employee uses the leave, or at minimum wage, whichever is greater. Employees will not receive overtime pay for sick and safe leave.

Carryover

Accrued but unused paid sick and safe leave will carry over from one calendar year to the next, with no maximum limit.

Separation From Employment

Compensation for accrued and unused sick and safe leave is not provided upon separation from employment for any reason. If an employee is rehired by the Association within 12 months of separation from employment, previously accrued but unused sick and safe leave will immediately be reinstated. The previous period of

employment will be counted for purposes of determining the employee's eligibility to use paid sick and safe leave. If the employee is reinstated during the calendar year following the year in which their employment ended, the amount of reinstated paid sick and safe leave will be capped at a maximum of 40 hours.

Confidentiality

The Association will keep confidential the medical or other personal information about an employee or employee's covered family member and treat such information in accordance with applicable privacy laws.

Effect on Other Rights and Policies

The Association may provide other forms of leave for employees to care for medical conditions or for issues related to domestic violence under certain federal, state and local laws. In certain situations, leave under this policy may run at the same time as leave available under another federal, state or local law, provided eligibility requirements for that law are met. The Association is committed to complying with all applicable laws. Employees should contact Human Resources for information about other federal, state and local domestic violence, medical or family leave rights.

No Discrimination or Retaliation

The Association will not interfere with, restrain or deny an employee's rights under the PSSLL and will not discriminate or retaliate against an employee because they exercise those rights. The Association will not discriminate or retaliate against an employee who files an action or otherwise institutes a proceeding under or related to the PSSLL or who testifies or intends to testify in any such proceeding related to any protected rights under the PSSLL.

Personal Leave

Employees may request unpaid personal leave for reasons not covered by other leave policies (e.g., sick leave, vacation, WPFML). Requests will be evaluated on an individual basis and may be granted for up to **30 calendar days for regular full-time or part-time employees who have completed at least 90 days of continuous service**. For leaves exceeding 30 days, up to a maximum of **90 calendar days**, additional justification and approval from Human Resources and the General Manager are required.

Approval or denial remains at the Association's sole discretion. Factors considered include:

- The purpose of the leave (e.g., personal education, family obligations, or significant life events).
- Availability of coverage for the employee's job duties.
- The employee's length of service, prior attendance, and performance record.
- The impact on Association operations, including seasonal demands (e.g., snow removal or golf course maintenance).

Requests must be submitted in writing to Human Resources at least 14 calendar days before the requested start date, unless an emergency prevents advance notice, in which case documentation may be required.

Employee benefits (e.g., health insurance, paid time off accrual) will cease during a personal leave of absence lasting 15 or more consecutive days, though employees may elect to continue certain benefits at their own expense (e.g., via COBRA, if applicable). Consult Human Resources for details.

The Association will attempt to reinstate employees to their former position or a comparable role upon return, subject to business needs. Reinstatement is not guaranteed, especially for leaves exceeding 30 days. Employees must confirm their return date with Human Resources at least 14 calendar days before their scheduled return. Extensions may be requested in writing as soon as the need is known, subject to the same approval process. Employees who fail to return as scheduled—or who do not request an extension with good cause—will be considered to have voluntarily resigned as of the original leave end date.

This policy applies to union employees unless otherwise specified in the collective bargaining agreement (CBA). Union members should refer to their CBA and consult their union representative for additional terms.

Pregnancy Disability Leave

Employees will be given a leave of absence for periods of sickness or temporary disability due to pregnancy or childbirth. Leave will be allowed for the entire period of pregnancy-related or childbirth-related disability and will be provided under the same terms and conditions as leave for other temporary disabilities.

The Association may require that a licensed health care provider certify the actual period of disability.

Pregnancy leave is for the period of disability *only*, and not for childrearing after the disability ends. Leave provided under this policy will be in addition to leave available, if applicable, under the Washington Paid Family and Medical Leave Act.

Upon return, an employee who takes leave in accordance with this policy will be reinstated to the same or a similar position with equal pay, unless the Association is unable to reinstate the employee for reasons related to business necessity.

Vacation

Vacation accrual begins on the first day of full time employment. Vacation is accrued according to the schedule in this policy. Vacation can be used only after it is earned. No vacation is available for use before 90 days of employment. Paid time off will not be earned during an unpaid leave of absence. Vacation must be taken before unpaid time off is granted.

Vacation shall accumulate as follows:

- Up to three (3+) years of continuous service: 3.08 hours per two week pay period (80 hours), and shall begin accumulating on the first day of the next pay period following the date of hire.
- Four up to seven (4 to 7+) years of continuous service 4.62 hours per two week pay period (120 hours), and shall begin accumulating at this rate on the first day of the next pay period following their four-year anniversary.
- Eight years or more of continuous service 6.15 hours per two week pay period (160 hours), and shall begin accumulating this rate on the first day of the next pay period following their eight-year anniversary.

GRANDFATHER CLAUSE: Current, continuous employees hired prior to January 1, 2015, will be allowed to keep their current accrual rates should they be equal to or greater than those listed above.

- a) No Vacation leave can be taken before three (3) months of continuous employment. Time lost due to leave(s) of absence of thirty days or more shall not be included for Vacation accumulation.

- b) The maximum Vacation leave an employee is allowed to carryover is 180 hours. Should an employee's Vacation leave accrual at the last day of the year reach the 180 hour threshold, all vacation in excess of this amount is forfeit. Hours/accruals missed are lost and not recoverable.
- c) Notwithstanding subsection b above, if it would be detrimental to the operations of the Association for an exempt employee to take enough vacation leave time to remain under the 180-hour threshold, the General Manager may authorize a cashout of vacation time which would otherwise be forfeited. In the circumstance that the affected employee is the General Manager, the Board President shall have the authority to authorize such cash out.

To schedule vacation, employees should submit a completed Time Off Request form, online in the timekeeping system, to the supervisor at least two weeks before the requested leave. Employees must ensure that they have enough earned leave available to cover the dates requested. Requests will be approved based on a number of factors, including department operating and staffing requirements. The supervisor should return the leave request to the employee within three business days of the date it is submitted indicating that the request has been approved or denied. If the request for vacation is denied, the supervisor should provide an appropriate reason on the form returned to the employee. Vacation will be paid at the employee's base rate at the time the leave is taken.

Vacation is not considered hours worked for overtime calculation and does not include any special forms of compensation such as incentives, commissions, bonuses or shift differentials. If a holiday falls during the employee's vacation, the day will be charged to holiday pay rather than to vacation.

Leave taken beyond an employee's available Vacation balance shall be unpaid unless otherwise required under state or federal law.

If employment is voluntarily terminated, earned unused Vacation earned through the last day of active employment will be paid at the employee's base rate of pay at termination; provided, however that if Employee is terminated for violation of this handbook or other misconduct as determined by SVCA, all accrued but unused vacation will be forfeited; or if the employee resigns without giving at least two week advance written notice. In the event of the employee's death, earned unused Vacation time will be paid to the employee's estate or designated beneficiary.

Paid Time Off for Temporary-to-Hire Employees

Per contractual agreement with the Employment Placement Agencies, workers are required to work a set number of hours (usually 720) under the agency's employ before becoming employed by SVCA. If and when SVCA decides to employ the contract worker, SVCA may choose to recognize the effort and hard work that each worker had put forth on behalf of SVCA while in the placement agency's employ. Therefore, if a contract worker is offered full-time regular employment at SVCA, SVCA may back-date his or her Vacation and Sick Time accrual to the first date the employee began work at SVCA as a contract employee.

SVCA states in its employee handbook that under certain circumstances, accrued Vacation time may be paid out when an employee voluntarily terminates his or her employment. In the case of the temporary to hire contract worker, eligibility for this pay-out will become in effect 180 work days from the date the employee is hired as a full-time regular SVCA employee.

Pay Practices

Business Travel and Reimbursement

SVCA may reimburse employees for reasonable expenses incurred while conducting approved business on SVCA's behalf, at its sole discretion.

Preauthorization - Wherever possible, an employee should contact his or her manager or supervisor, or the General Manager and provide notification of the need to incur an expense on SVCA's behalf and obtain approval prior to incurring such expenses.

Proof Requirement: All reimbursement requests should be accompanied with a receipt or other form of proof that the expense was actually incurred and must be submitted on the proper form and/or manner, with the approval of the Department Manager for the approval of the General Manager.

Cell Phone: Employees that are required to carry cell phones will be reimbursed \$60 per month to offset their personal cell phone bill, or they may be provided a cell phone in certain circumstances approved by the General Manager.

Abuse of this Business Travel and Reimbursement policy, including falsifying expense reports to reflect costs not incurred by the employee, may result in disciplinary action, up to and including termination of employment.

Discussion of Wages

No employee is prohibited from inquiring about, disclosing, comparing or otherwise discussing their wages or the wages of another employee or from asking the Association to provide a reason for the employee's wages and/or lack of opportunity for advancement. The Association will not retaliate against any employee because they aid or encourage another employee to exercise their rights to discuss or disclose wage information.

Employees are not required to disclose their wages.

This policy does not apply to the disclosure of other employees' wage information by employees who have access to such information solely as part of their essential job functions and who, while acting on behalf of the Association, make unauthorized disclosure of that information. Association representatives may disclose employees' wages in response to a complaint or charge, in furtherance of an investigation or when otherwise consistent with the Association's legal duty to provide information.

Meal and Rest Breaks

The scheduling of meal periods at SVCA is set by the employee's immediate manager with the goal of providing the least possible disruption to company operations.

Nonexempt employees working more than five consecutive hours in a shift will be allowed a meal break of at least 30 minutes. An additional meal break will be provided for each additional five hours of work and will be given within five hours from the end of the first meal break.

Nonexempt employees who work three or more hours longer than the normally scheduled shift will be allowed at least one 30-minute meal break prior to or during that extra work time.

Meal breaks of at least 30 minutes, during which the employee is completely relieved from duty, are unpaid. Any employee who is required to work through some or all of a 30-minute meal break or whose 30-minute meal break is interrupted should report it to their department manager, the Office Manager, or the General Manager.

Meal breaks may be voluntarily waived in writing by an employee. Any such waiver may be revoked by the employee at any time.

Nonexempt employees must take a 15-minute paid rest break for every four hours worked and must not work more than three consecutive hours without a paid 15-minute rest break. An employee's paid rest breaks do not have to be scheduled in 15-minute blocks if the nature of the work allows the employee to take shorter, intermittent rest breaks totaling 15 minutes for every four hours worked. A rest break taken in a 15-minute block must be scheduled as near as possible to the midpoint of the work period. An employee may not waive a paid rest break.

Employees covered under the CBA should review Article 4 for more information regarding Meal and Rest Breaks for bargaining employees.

Any employee who does not receive a rest break in accordance with this policy should report it. If an employee does not report a missed or shortened meal or rest break, the Association will assume the employee took his or her meal and rest breaks as required by this policy.

Employees are expected to take their meal and rest breaks, and management is expected to ensure that employees take meal and rest breaks in accordance with this policy. Supervisors may not pressure or coerce employees to work through their meal or rest breaks. Any employee who feels he or she has been pressured or coerced into working through a meal or rest break should immediately report the situation to Human Resources.

Any employee, supervisor or manager who fails to observe the applicable guidelines in this policy will be subject to discipline, up to and including termination of employment. Violations of this policy should be reported to Human Resources. Every report will be fully investigated, and corrective action will be taken when appropriate.

In addition, the Association will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the Association's investigation of such reports. Any form of retaliation in violation of this policy will result in disciplinary action, up to and including termination.

Meal and Rest Breaks for Minors

Employees Age 16 or 17

Employees who are 16 or 17 years of age will be allowed at least one 10-minute paid rest break for every four hours worked, to be taken as near as possible to the midpoint of the work period. Employees age 16 or 17 will not be required to work more than five consecutive hours without a 30-minute meal break, which must be taken no less than two hours, but no more than five hours, from the beginning of the work shift. Employees who are 16 or 17 years old will not be required to work more than three hours without being given a meal or rest break.

During meal breaks, employees will be relieved of all duties. The 30-minute meal break will be unpaid for nonexempt employees.

All nonexempt employees must record their meal breaks.

Any employee who is unable to take all of the breaks to which they are entitled in accordance with this policy, or who has been prevented or discouraged from taking a break to which they are entitled under this policy, should immediately notify Human Resources.

Call-In Pay

Emergencies or special work needs may necessitate requests to work with little advance notice. In the event of a special work request and as a minimum workday, a non-exempt employee will receive a minimum of two (2) hours of pay for time worked unless the employee arrives late or leaves early for personal reasons, in which event the employee shall be paid for actual hours worked.

Exempt employees are not eligible for on-call pay.

Employees covered under the CBA should review Article 16 for more information regarding Rate of On-Call Pay for bargaining employees.

Overtime

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime. Nonexempt employees will be paid one and one-half (1.5) times their regular rate of pay for all hours worked in excess of 40 in one workweek and as otherwise required by applicable state and federal law. Paid time off such as sick pay, holiday pay, vacation pay and jury duty pay (where applicable) will not count toward hours worked for the purpose of determining overtime pay.

All overtime work must be authorized in advance by the employee's supervisor. Working overtime without prior authorization may result in disciplinary action.

Exempt employees are expected to work as much of each workday as is necessary to complete their job responsibilities. No overtime or additional compensation is provided to exempt employees.

For overtime pay calculation purposes, the workday begins at 12:00am and ends at 11:59pm. The workweek begins at 12:00am on Monday and ends at 11:59pm on Sunday.

Payment of Wages

Employees will be paid biweekly on Friday by check or direct deposit. Each pay period covers the preceding two weeks, ending on Sunday before the Friday pay date.

If the regular payday falls on a Association-recognized holiday, then employees will be paid on the workday before the regular payday. Employees who enjoy the benefit of electronic direct deposit will receive deposit advice on each payday.

Paycheck Deductions

The Association is required by state and federal law to make certain deductions from employees' paychecks each pay period. Such deductions typically include federal and state taxes and Social Security. Depending on the state in which you are employed and the benefits you choose, additional deductions may occur.

The pay of some nonexempt employees may be subject to deductions for items such as tools or uniforms. Such deductions will be made in accordance with state and federal law and will require written authorization from the employee.

The amount of all deductions will be listed on the employee's pay stub.

Should an employee's marital status changes or the number of exemptions previously claimed increases or decreases a new Form W-4 shall be submitted to the Administrative Services Manager.

Reporting Errors and Obtaining More Information

If any employee, exempt or nonexempt, has questions about deductions from their pay, believes they have been subjected to improper deductions, or believes that the amount paid does not accurately reflect their total hours worked or salary, please contact Human Resources or a supervisor.

Every report will be fully investigated, and the Association will provide the employee with any compensation to which the employee is entitled in a timely fashion.

The Association complies with all applicable laws, including the Fair Labor Standards Act, and will not allow any form of retaliation against individuals who make good faith reports of alleged violations of this policy, or who cooperate in an investigation by the Association, even if the reports do not reveal any errors or wrongdoing.

Timekeeping Nonexempt Employees

Employees who are classified as nonexempt must accurately record the time they work each day, including arrival, departure and meal break times.

When employees receive their paychecks, they should verify immediately that their working time was recorded accurately and that they were paid correctly for all hours worked.

Nonexempt employees must report *all* time worked and *not* work any time that is not authorized by their supervisors. This means nonexempt employees must not start work early, finish work late, work during a meal break, or perform any other extra or overtime work unless directed to do so. Employees who have questions about when or how many hours they are expected to work should contact their supervisor or Human Resources.

It is a violation of the Association's policy for anyone to instruct or encourage another employee to work "off the clock," to incorrectly report hours worked, or to alter another employee's time records. If any employee is directed or encouraged to incorrectly report hours worked, or to alter another employee's time records, the employee should report the incident immediately to a supervisor or Human Resources.

Exempt Employees

Employees who are classified as exempt must record absences from work for reasons such as leaves of absence, sick leave or vacation.

Exempt employees are paid on a salary basis. This means the employee regularly receives a predetermined amount of compensation each pay period, which cannot be reduced because of variations in the quality or quantity of the employee's work. In general, an exempt employee will receive their salary for any week in which the employee performs any work, regardless of the number of days or hours worked. However, an exempt employee will not be paid for days not worked in the following circumstances:

- Exempt employees who take one or more full days off for personal reasons other than sickness or disability will not be paid for such day(s) of absence, but employees may use available vacation or paid time off (PTO) to make up for the reduction in salary;
- Exempt employees who take one or more full days off from work due to sickness or disability will not be paid for such day(s) of absence, but employees may use available sick time to make up for the reduction in salary;
- Exempt employees who work only part of the week during their first and last week with the Association will be paid only for the days actually worked;
- Exempt employees who take unpaid leave under the Family and Medical Leave Act or corresponding laws will not be paid for such days/hours of absence; and
- Exempt employees who receive an unpaid disciplinary suspension of one or more full days, imposed in good faith for a workplace conduct rule infraction, will not be paid for such days of suspension.

The Association may require an exempt employee to use available vacation or sick time, as a replacement for salary, when the employee takes less than a full day off from work.

An exempt employee's salary will not be reduced when the employee works part of a week and misses part of a week due to service as a juror, as a witness or in the military, or for lack of work, though deductions may be made to offset amounts an employee receives as jury or witness fees or for military pay. The Association may also make lawful deductions from an employee's salary for penalties imposed in good faith for infractions of safety rules of major significance.

It is Association policy to comply with the salary basis requirements of the Fair Labor Standards Act (FLSA) and applicable state law. The Association prohibits any deductions from pay that violate the FLSA or applicable state law.

If an exempt employee believes that an improper deduction has been made to their salary, they should immediately report this information to Human Resources or a supervisor. Reports of improper deductions will be promptly investigated, and the employee will be promptly reimbursed for any improper deduction made.

Work Schedules

The regular workday schedule for employees of SVCA depends on the specific function performed. The General Manager or designated supervisor sets the hours for each individual operation. Each employee will be notified by the Department Manager of the daily and weekly work schedules and the number of hours per day and per week to be worked. Hours of work may be changed from time to time to meet the varying conditions and requirements of the SVCA's business.

Work Week: Even though the regular workday and work week may vary among departments and individuals, the regular work week for a full-time regular non-exempt employee will be forty (40) hours, and shall be computed

as the seven-day period beginning at 12:00 a.m. Monday and ending 11:59 p.m. Sunday of each week. Each employee must be ready to work at his or her scheduled starting time and must work continuously until the end of the scheduled shift with the exception of required or permitted breaks and lunch periods.

Supervisors will schedule meal and rest periods as appropriate. The Association complies with federal and state laws in this regard. Employees should review the Association's Meal and Rest Breaks policy for further information.

Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in total hours that may be scheduled each day and week.

Schedule Swaps: Schedule Swaps must be arranged and approved in advance by the Department Manager.

Employee Benefits

Benefits Overview

Benefit plans offered by the Association are defined in legal documents, such as insurance contracts and summary plan descriptions. If employees are offered benefits, and if a question arises about the nature and extent of plan benefits or if there is a conflict in language, the formal language of the plan documents govern, not the informal wording of this Handbook. Plan documents, if applicable, are available for employees' inspection. The Association and its designated benefit plan administrators reserve the right to determine eligibility, interpretation and administration of issues related to benefits offered by the Association.

Employment benefits vary according to the position and status of the employee.

Full-time employees are eligible to receive all employment benefits offered by the Association.

Part-time employees are eligible to receive all employment benefits offered by the Association, on a pro-rated basis.

Temporary/Seasonal employees are not entitled to any Association benefits. To receive certain benefits, eligible employees may be required to meet participation requirements and pay required premiums and other contributions.

Employees should contact Human Resources for detailed benefits information.

The Association will discuss any benefits changes with the Union to share options prior to making decisions, as required by the CBA.

Educational Assistance Programs

SVCA will consider reimbursement of educational expenses for staff based on the following criteria:

Purpose: Education opportunity enhances the skill of the employee in his or her current position or makes him or her eligible for a new position with SVCA.

Budget Limits: Education opportunities fall within budget limitations. The SVCA may opt to pay all or a portion of the total costs involved. **Pre-approval:** The General Manager must approve the course before enrollment.

Completion: The employee must satisfactorily complete the course of training to receive reimbursement. In a graded setting, employee must receive a grade of 'C' or better to receive reimbursement.

To receive reimbursement payment for an approved course, employees will be required to provide a copy of their final grade or certificate accompanied by payment receipts. This documentation must be submitted within ten days of class completion in order to qualify for reimbursement.

Same-Sex Marriages, Civil Unions and Domestic Partnerships

The Association complies with all applicable federal and state laws regarding the provision of benefits to same-sex spouses, domestic partners and couples in a civil union. Employees should contact Human Resources if they have any questions regarding benefits eligibility for themselves or their spouse, domestic partner or civil union partner.

Safety and Security

Anti-Bullying

The Association does not tolerate bullying behavior, as explained in this policy.

“Workplace bullying” is the use of force, threats or coercion to abuse, intimidate, or humiliate another employee. Work-related bullying includes, but is not limited to, the following:

- Verbal abuse, such as the use of patently offensive, demeaning or humiliating remarks and epithets;
- Verbal or physical conduct that is threatening, intimidating or obscene;
- Pushing, shoving, kicking, poking, tripping, assaulting, or threatening physical assault, or intentionally damaging a person's work area or property; or
- Sabotaging, or deliberately subverting, obstructing or disrupting another person's work performance.

Cyberbullying is also prohibited. “Cyberbullying” refers to bullying, as defined above, that occurs through the use of a computer, cell phone, smartphone, tablet or other device that transmits electronic information, regardless of whether the device is owned by or located at the Association or connected to the Association network.

This policy in no way prohibits employees from engaging in activities that are protected under applicable state and federal laws, including, but not limited to any activity that is protected under Section 7 of the National Labor Relations Act (NLRA), which includes the right of employees to speak with others, engage in vigorous and impassioned debate or discussion and protest about their terms and conditions of employment.

Reporting and Response

Employees who are subject to or witness bullying in our work environment are encouraged to notify Human Resources or a supervisor immediately. The Association will promptly investigate the complaint. The Association

will maintain confidentiality to the extent possible, consistent with its commitment to investigating the complaint promptly and thoroughly.

If the complaint is verified, the Association will take appropriate remedial and disciplinary action, which may include, but is not limited to, verbal or written warnings, suspension, termination of employment, counseling or other actions. The Association will also report to law enforcement, if appropriate. The complaining party will be advised of the results of the investigation.

Anti-Retaliation

The Association strictly prohibits retaliation against an employee for making a good-faith claim of bullying or for participating in good faith in an investigation of bullying.

Anti-Violence

The safety and security of employees is of vital importance to the Association. Therefore, the Association has adopted a zero-tolerance policy concerning work-related violence. Threats or acts of violence - including intimidation, bullying, physical or mental abuse and/or coercion - that involve or affect employees or that occur on the Association's premises, will not be tolerated.

It is our goal to have a work environment free from acts or threats of violence and to respond effectively to such acts or threats.

Work-related violence is any intentional conduct that is sufficiently severe, abusive or intimidating to cause an individual to reasonably fear for their personal safety or the safety of their family, friends and/or property such that employment conditions are altered, or a hostile, abusive or intimidating work environment is created for one or several employees.

The conduct prohibited by this policy applies to conduct by all persons involved in our operations, including employees, supervisors, managers, temporary or seasonal employees ("employees"), agents, clients, vendors customers, or any other third party interacting with the Association ("third parties").

Work-related violence includes, but is not limited to:

- Threats or acts of violence occurring on Association premises, regardless of the relationship between the parties involved in the incident;
- Threats or acts of violence occurring off Association premises involving someone who is acting in the capacity of a representative of the Association;
- Threats or acts of violence occurring off Association premises involving an employee if the threats or acts affect the business interests of the Association;
- All threats or acts of violence occurring off Association premises, of which an employee is a victim, if we determine that the incident may lead to an incident of violence on Association premises; and
- Threats or acts of violence resulting in the conviction of an employee or agent of the Association, or an individual performing services for the Association on a contract or temporary basis, under any criminal code provision relating to violence or threats of violence when that act or the conviction adversely affects the legitimate business interests of the Association.

Examples of conduct that may be considered threats or acts of violence under this policy include, but are not limited to:

- Threatening physical contact directed toward another individual;
- Threatening an individual or their family, friends, associates or property with harm;
- The intentional destruction or threat of destruction of Association property or an individual's property;
- Menacing or threatening phone calls;
- Stalking;
- Veiled threats of physical harm or similar intimidation; and
- Communicating an endorsement of the inappropriate use of firearms or weapons.

Workplace violence does not refer to workplace arguments or debates that are zealous or impassioned, provided there is no resort to any form of coercion. Discussions about legitimate sporting activities, popular entertainment or current events are not considered work-related violence when there is no threat of violence being directed to the work environment or any individual connected with it. Rather, work-related violence refers to behavior that demonstrates an intention to engage in violence, condones violence in our work environment or targets any individual with acts or threats of violence.

Employees should help maintain a violence-free work environment. To that end, employees are encouraged to immediately report any incident that violates this policy to a supervisor, another member of management or Human Resources.

This policy in no way prohibits employees from engaging in activities that are protected under applicable state and federal laws, including but not limited to any activity that is protected under Section 7 of the National Labor Relations Act (NLRA), which includes the right of employees to speak with others, engage in debates and protest about their terms and conditions of employment. No provision of this policy statement alters the at-will nature of employment with the Association. The Association will make the sole determination of whether and to what extent it will act upon threats or acts of violence. In making this determination, the Association may undertake a case-by-case analysis to ascertain whether there is a reasonable basis to believe that work-related violence has occurred.

Business Equipment and Information Systems Usage

The Association has significantly invested in telephone services, copiers, computers, laptops, tablets, mobile phones, messaging systems, hardware, internet access, email, software, networks, computer accounts, data storage, voicemail and all other types of business equipment and electronic resources provided by the Association (collectively "Business Equipment and Information Systems"). The Association's Business Equipment and Information Systems are vital to keeping our operations flowing smoothly and effectively.

Monitoring of Business Equipment and Information Systems; No Expectation of Privacy

The Business Equipment and Information Systems provided by the Association, and all information and electronic communications transmitted through, received by or stored on the Business Equipment or Information Systems, are the exclusive property of the Association.

The Association (and/or through its authorized representatives) has the right, without notice, in its sole discretion, to monitor, review, retain, disclose and/or take any other appropriate actions regarding (collectively, "Monitor") any information and electronic communications transmitted through, received by or stored on its Business Equipment and Information Systems. This includes emails and messages sent or received (whether such emails

and messages are related to personal or business matters and/or whether they are sent or received using a Association mail account; a non-Association internet-based account, such as yahoo.com, hotmail.com or gmail.com; or a social networking website); faxes; voicemails; internet and Intranet communications; access and usage; and documents, files or programs stored on the Association's Business Equipment and Information Systems to the fullest extent permitted by law. The Association's rights regarding monitoring its employees' use of the Business Equipment and Information Systems exist whenever an employee uses the Association's Business Equipment and Information Systems, regardless of whether they are working in the office, at home or at another location, and whether or not such use is during official office hours or relates to the Association's business. Thus, at no time should employees believe that they have any expectation of privacy while using any of the Association's Business Equipment and Information Systems.

Employees' use of the Association's Business Equipment and Information Systems constitutes their consent to monitoring by the Association (and/or its authorized representatives). Therefore, employees should not expect privacy or confidentiality in anything they create, download, display, store, send or receive on the Association's Information Systems, even if it has been deleted, password-protected, encrypted or is marked "confidential," "private," "personal," "privileged" or other words or phrases intended to convey it is private. In addition, the use of passwords to gain access to the Association's Business Equipment and Information Systems is intended solely to protect the security of the Association's business and does not confer an expectation of privacy for individual employees. If an employee wishes to avoid the Association potentially accessing and reviewing their personal communications, documents, files or data, then they should not use the Association's Business Equipment and Information Systems for personal purposes and should not save personal material on the Association's Business Equipment and Information Systems.

Acceptable Use

This policy describes the Association's general guidelines for using its Business Equipment and Information Systems.

Employees should use the Association's Business Equipment and Information Systems with the understanding that these resources are provided for the benefit of the Association's business. Employees may use Association email for personal use, during nonwork times, as long as such use complies with Association rules and policies and applicable laws. Employees should never use the Association's Business Equipment and Information Systems for personal use in a manner that degrades the functionality of those systems or interferes with their work duties or responsibilities to customers.

The following guidelines, which are not all-inclusive, have been established to ensure that employees understand expectations with regard to use of the Association's Business Equipment and Information Systems:

- Employees must comply with the password and other security provisions of the Association's Business Equipment and Information Systems. Employees must not use codes or passwords to gain unauthorized access to other employees' files or to Association files. Employees must not provide access to the Association's Business Equipment and Information Systems to anyone other than employees of the Association who are authorized users and other authorized users.
- Sending, saving, accessing, or viewing obscene or vulgar material on the Association's Business Equipment and Information Systems is prohibited. Messages stored and/or transmitted by the Association's Business Equipment and Information Systems must not contain content that may reasonably be considered to be obscene or other patently offensive material, including but not limited to, sexual comments, jokes or images; racial slurs; gender-specific comments; or any comments, jokes or images that would discriminate against or harass someone on the basis of their race, color, sex, age, national origin or ancestry, disability

or any other category protected by federal, state, or local law. Any use of the Association's Business Equipment and Information Systems to engage in harassment or discrimination prohibited by Association policies is unlawful and strictly prohibited.

- The Association's policies apply fully to the use of the Association's Business Equipment and Information Systems. Any use of the Association's Business Equipment and Information Systems that violates a Association policy is prohibited.
- The Association's Business Equipment and Information Systems must not be used for solicitation purposes during working time. The Association's no solicitation rule applies to the use of the Association's Business Equipment and Information Systems.
- Employees may use software on local area networks or on multiple machines only in accordance with applicable license agreements.
- Employees may not download software and install it on Association Business Equipment and Information Systems. The Association reserves the right to audit any Association computer or equipment to determine what software is installed on the local drive(s).

Computer and Systems Security

All Association Business Equipment and Information Systems and the data stored on them are, and remain at all times, the property of the Association. As such, all messages created, sent, or retrieved over the internet or the Association's Business Equipment and Information Systems are the property of the Association, and should be considered Association information. The Association reserves the right to retrieve and read any message composed, sent, or received using the Association's Business Equipment and Information Systems for any business reason, including but not limited to, ensuring compliance with this and all Association policies.

Employees should be aware that even when a message is deleted or erased, it is still possible to re-create the message; therefore, ultimate privacy of a message cannot be ensured to anyone. Accordingly, internet, email and other messages are not private. Furthermore, all communications, including but not limited to, text and images can be disclosed to law enforcement or other third parties without prior consent of the sender or the receiver.

Employees should also be aware that duplicates of email or other messages transmitted through a personal, web-based e-mail account using Association equipment could be stored on the Association's Business Equipment and Information Systems; likewise, information regarding internet sites that an Employee has accessed may also be stored.

E-mail and Message Content Screening

The Association maintains the right to screen all inbound and outbound email and other message content (e.g., instant messages) sent or received on the Association's Business Equipment and Information Systems. Messages or attachments that contain obscene or vulgar material may be quarantined and held from transmission or receipt until the sender or recipient can verify the message or attached document is work-related.

If an Employee wants to communicate with an attorney or send an otherwise confidential piece of communication that they do not want the Association to monitor, the employee should consider using a personal email address and personal computer equipment. If an employee does use Association Business Equipment and Information Systems, the employee consents to any monitoring by the Association and should understand that there is no right to privacy with respect to such communications, to the extent permissible under applicable law.

Virus Protection

To prevent computer viruses from being transmitted through the system, employees are not authorized to download any software from the internet onto any Association Business Equipment or Information Systems.

Discipline

Violations of this policy may result in discipline, up to and including termination of employment.

Cameras and Video Surveillance

For purposes of workplace safety and security, and to prevent theft and other misconduct, the Association has installed video surveillance cameras in work areas. These cameras are exclusively used for video monitoring and do not record audio. The Association has installed one camera to record the members in the fitness center for liability purposes and risk management, as well as a camera in the Recreation Center Lobby for building security.

If there is any reported incident of theft, trespass, workplace violence, employee misconduct, or any type of safety violation (hereafter collectively referred to as "security incidents"), the Association will utilize its surveillance equipment as an investigatory tool. The Association will also make use of its surveillance equipment to deter any future security incidents.

The Association also reserves the right to actively monitor, through its surveillance cameras, the workplace for safety reasons (to protect against equipment failure, breakage, or accident) or confidentiality reasons (to protect documents or other proprietary information).

Although the video surveillance described in this policy is intended to monitor for security incidents and other safety reasons at the Association, it is possible that such surveillance may monitor activities not related to the Association's business.

The Association respects the privacy of its employees. Accordingly, no video cameras will be installed in the Association's restrooms or in any lactation or changing areas.

The surveillance cameras and any video footage from the surveillance are to be used solely for the purposes of this policy. Any unauthorized use of these video cameras and/or recordings is strictly forbidden and may result in discipline, up to and including termination of employment.

Cell Phone Use / Texting While Driving

Employees whose job responsibilities include regular or occasional driving and who are issued a Association cell phone (including smartphones and other mobile electronic devices) or use their personal cell phone for business-related work are expected to put safety first. Therefore, personal and Association-supplied cell phones are not to be used while driving.

Employees who receive or must make a call while driving must pull over safely and park before answering, returning or placing a call. Employees also may not send or review text messages while driving as part of their job responsibilities.

The purpose of this policy is to ensure the safety of employees, other motorists and Association property. Employees who are charged with traffic violations or cause accidents or injuries resulting from their use of personal or Association-issued cell phones while driving will be solely responsible for all liabilities, fines, etc., that result, to the extent permissible under the law.

Employees whose job responsibilities do not specifically include driving as an essential function, but who are issued a Association-provided cell phone for business use or who use their personal cell phone for business use, are also expected to abide by the provisions of this policy.

Association's Right to Search

The Association wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives or other improper materials. To this end, the Association prohibits the control, possession, transfer, sale or use of such materials on its premises to the extent permitted by applicable law. We require the cooperation of all employees in administering this policy.

Desks, lockers and other storage devices are provided for the convenience of employees, but remain the sole property of the Association. Employees have no reasonable expectation of privacy for items placed therein. Accordingly, desks, lockers and other storage devices, as well as any articles found within them, can be inspected by any agent or representative of the Association at any time, upon reasonable suspicion, either with or without prior notice.

As an employer, the Association is charged with the duty to protect employees and others from injuries at the hands of employees who pose a known risk of bodily harm to others. Accordingly, to ensure the safety and security of those individuals, and to protect our legitimate business interests, we reserve the right to, upon reasonable suspicion, question and inspect or search any employee or other individual entering or leaving Association premises or job sites. The inspection or search may include any packages or items that the individual may be carrying, including briefcases, handbags, backpacks and shopping bags. Any non-exempt employee present during any search or inspection must report the time spent during the search or inspection as working time.

These items are subject to inspection and search, upon reasonable suspicion, at any time, with or without prior notice. Employees may be required to consent to reasonable inspection of their personal property and/or person while on the job or on the Association's premises. Any inspection of an individual's person will be limited to a self-inspection, whereby they will be requested to self-inspect their personal property or person by displaying the contents of any packages and/or turning out their pockets, etc., in the presence of a representative of the Association, typically a management employee of the same gender.

Driving for Association Business

The Association will reimburse employees for business use of personal vehicles in accordance with this policy.

The Association also provides Association-owned vehicles for approved selected employees to drive on Association-designated business. Employees are to use their Association-owned vehicle for work-related purposes only, but may run incidental, personal errands during their commute to and from work or during their meal break. This commuting and meal break time is the employee's time. Employees are not allowed to use Association vehicles outside of normal work hours unless specifically authorized by senior management.

Association vehicles are to be driven by authorized employees only, except in the case of repair testing by a mechanic. Any accidents in Association vehicles or while driving on Association business, regardless of severity, must be reported immediately to the police and to Human Resources. Failing to stop after an accident and/or failure to report an accident may result in disciplinary action up to and including termination of employment.

Drivers are responsible for the security of Association vehicles assigned to them. The vehicle engine must be shut off, ignition keys removed, and vehicle doors locked whenever the vehicle is left unattended.

All employees are expected to comply with all local, state, and federal laws while operating a vehicle for business purposes. The Association may discipline employees who engage in unlawful conduct. For example, employees who are [assigned to drive an Association-owned vehicle or otherwise](#) required to drive as part of their job duties are required to have and maintain a valid driver's license, wear seat belts, and travel at a safe speed. The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, may result in disciplinary action, up to and including termination of employment. Employees will be responsible for all liabilities, fines, etc. that result from such traffic and parking violations, to the extent permissible under the law.

Reporting Accidents

If an accident does occur resulting in a person's injury or property damage, it must be reported to the Department Supervisor immediately, regardless of the severity or injury.

Requirement: All accidents where property is damaged or a person sustains an injury requiring medical attention must be reported to a supervisor and documented on an SVCA accident report within 48 hours of occurrence.

Failing to Report: Employees failing to report an accident may result in disciplinary action, up to and including termination.

Drug-Free Workplace

The Association strives to provide a safe environment for employees and others and to minimize the risk of accidents and injuries. Accordingly, each employee has a responsibility to co-workers and the public to deliver services in a safe and conscientious manner. Continuing research and practical experience have proven that even limited quantities of illegal drugs, abused prescription drugs or alcohol can impair reflexes and judgment. This impairment, even when not readily apparent, can have catastrophic consequences. Moreover, studies have shown that impairment by controlled substances may last long after the user believes the effects to have worn off. For these reasons, the Association has adopted a policy that all employees must report to work and remain completely free of illegal drugs, abused or non-prescribed prescription drugs, and alcohol.

Drug Use/Distribution/Possession/Impairment

The Association strictly prohibits the use, sale, attempted sale, conveyance, distribution, manufacture, purchase, attempted purchase, possession, cultivation and/or transfer of illegal drugs or other unlawful intoxicants during working time, on Association property, in any Association vehicle, and on any Association worksite, in any amount or any manner, regardless of occasion. "Illegal drugs" means all drugs whose use or possession is regulated or prohibited by federal, state or local law. This includes prescription medication that is used in a manner inconsistent with the prescription or for which the individual does not have a valid prescription. To the extent permitted by state and local law, this policy also prohibits the use of marijuana and marijuana products. The Association will

endeavor to accommodate individuals with disabilities but will not accommodate the use of medical marijuana at work or excuse policy violations related to medical marijuana.

Employees are also prohibited from being impaired by or having any such illegal or unauthorized controlled substances in their system while at work. Included within this prohibition are lawful controlled substances that have been illegally or improperly obtained.

Alcohol Use/Distribution/Possession/Impairment

All employees are prohibited from distributing, dispensing, possessing or using any beverage or medicine containing alcohol while at work or on duty and from coming onto Association premises, reporting to work, or working with alcohol in their systems. Furthermore, lawful off-duty alcohol use, while generally not prohibited by this policy, must not interfere with an employee's job performance.

Prescription and Over-the-Counter Drugs

This policy does not prohibit the possession and proper use of lawfully prescribed or over-the-counter drugs. However, an employee taking medication should consult with a health care professional or review dosing directions for information about the medication's effect on the employee's ability to work safely, and promptly disclose any work restrictions to a supervisor or Human Resources. Employees are not required to reveal the name of the medication or the underlying medical condition.

The Association reserves the right to transfer, reassign, place on leave of absence or take other appropriate action regarding any employee during the time the employee uses medication that may affect their ability to perform safely. The Association will comply with all requirements pertaining to providing reasonable accommodations to the extent required by applicable law.

The Association's general prohibition against the possession or use of marijuana at work applies, regardless of whether an employee is certified to use marijuana for medical reasons under state law. Unless otherwise required by law, the Association will not accommodate the use or possession of marijuana by individuals who are medically authorized to use marijuana as a matter of state law, but will offer such individuals alternative accommodations related to any underlying disability. If you have any questions concerning the Association's position concerning medical marijuana in a particular location, please contact Human Resources.

Counseling and Rehabilitation

Employees who voluntarily seek help for substance abuse (self-referral) by contacting the Association will be provided an opportunity to pursue counseling and rehabilitation. The Association will make available to these employees information about counseling and rehabilitation services. An employee who is receiving counseling and/or treatment for substance abuse may use available vacation, sick leave, or, if eligible, family and medical leave. Health insurance often covers the costs of such services, but costs not covered must be paid by the employee.

The employee cannot return to work until released by a treatment provider to do so, and receive a negative result on a return-to-work drug and/or alcohol test (as appropriate for that individual). In addition, the employee may be asked to submit to follow-up testing for a period following the return to work.

An employee's decision to seek help voluntarily will not be used as a basis for disciplinary action, although the individual may be transferred, given work restrictions or placed on leave, as appropriate. A request for help is

considered voluntary only if it is made before the employee is asked to submit to any drug or alcohol test or is discovered to have otherwise violated this policy.

Emergency Evacuation

In the event of a fire or hazardous material emergency, the emergency fire alarm system should be activated by pulling one of the fire alarms. The source of a potential fire or hazardous material emergency should *not* be investigated. Any employee who suspects an emergency should report it immediately. In any emergency, reporting is the first essential step to protecting oneself and others.

When the emergency fire alarm system is activated, *all* employees and visitors are expected to evacuate the building by exiting in an orderly manner through the nearest exit.

When exiting, employees should not use elevators and should descend stairwells in an orderly manner. After exiting, employees should report to the area away from the building exits that is designated as the meeting location. Once employees arrive at the designated area, they should immediately report to the safety coordinator or their supervisor on site and remain at that location until accounted for and authorized to leave.

No reentry to the building will be permitted until an official all-clear notification is given.

Employees should review this policy and the evacuation procedures and notify Human Resources if they believe they might require an accommodation or assistance in order to comply with these procedures in the event of an emergency.

No Solicitation / Distribution of Literature

SVCA prohibits the solicitation, distribution and posting of materials on or at Association property by any employee or nonemployee, except as may be permitted by this policy. The sole exceptions to this policy are charitable and community activities supported by SVCA and Association-sponsored programs related to SVCA's products and services.

Provisions:

- Nonemployees may not solicit employees or distribute literature of any kind on Association premises at any time.
- Employees may only admit nonemployees to work areas with management approval or as part of a Association-sponsored program. These visits should not disrupt workflow. An employee must Association the nonemployee at all times. Former employees are not permitted onto property except for official Association business.
- Employees may not solicit other employees during work times, except in connection with a Association-approved or sponsored event.
- Employees may not distribute literature of any kind during work times or in any work area at any time, except in connection with a Association-sponsored event
- The posting of materials or electronic announcements are permitted with approval from the Office Manager.

Violations of this policy should be reported to the Office Manager or General Manager.

Smoke-Free Workplace

The Association provides a smoke-free work environment. Smoking and the use of all tobacco-related products, including but not limited to, smoking, the use of chewing tobacco and the use of e-cigarettes is strictly prohibited in the workplace. Employees that observe other individuals smoking in the workplace have a right to object and should report the violation to their supervisor or to another member of management. Employees will not be disciplined or retaliated against for reporting smoking that violates this policy.

Employees that violate this policy or who tamper with No Smoking signs may be subject to disciplinary action, up to and including termination.

Use of Association Equipment and Resources

When using Association equipment, vehicles or other property, employees are expected to exercise care; maintain the property in safe working order; and follow all operating instructions, safety standards and guidelines.

Employees should notify their supervisors if any equipment, machines, tools, or vehicles appear to be damaged, defective or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. Employees who have questions about their responsibility for maintenance and care of equipment or vehicles used on the job should consult their supervisor or Human Resources.

All employees are expected to comply with all local, state, and federal laws while operating Association vehicles and other equipment. The Association may discipline employees who engage in unlawful conduct.

Parking

Designated parking areas are provided for all employees while on duty. Employees should park in designated areas so that adequate and appropriate parking is available for property owners and customers.

General Parking Designations: Managers or supervisors will inform employees of designated parking areas.

Specific Designations: The General Manager may specifically designate appropriate parking areas to be used by employees or parking areas not to be used by employees, at his or her discretion.

Employee Use of Amenities

Employees of SVCA are permitted to use Sudden Valley amenities on the same basis and fee as property owners, or as specified by the General Manager. Property owners have priority for booking and use of Association facilities.

Identification Required: In addition, all employees may use recreation amenities without cost as long as the employee remains employed by Sudden Valley. The employee and immediate family members must obtain a Sudden Valley ID from Administration.

Fees Waived: All full-time employees and part-time employees working an average of 32 hours or more a week will not be required to pay green's fees. This does not include the handicap fee, locker space or the golf driving

range. Full-time employees and Golf Department employees will also receive golf driving range or locker privileges at no charge, on a space available basis.

Fees and Special Waivers: Golf carts may be rented at property owner rates. Golf privileges are extended only during off-peak times such as mid-week and weekends after 2:00 p.m. Carts and golf-related fees during off-peak times will be waived for full-time and part-time employees. Guests playing with employees will receive a 25% discount on green fees, range balls and cart fees or at the discretion of the Director of Golf or on-duty Golf Pro.

Weapons in the Workplace

The Association strictly prohibits employees, or any other person providing services to the Association or located on the Association's premises, from possessing weapons of any kind at the workplace. The workplace includes any property owned or leased by the Association or occupied by groups of Association employees or persons providing services to the Association. Unless this prohibition is contrary to state or local law, the workplace specifically includes Association parking areas and Association vehicles. Employees are not permitted to transport or store weapons in vehicles owned or leased by the Association and used by the employee for work purposes, unless the employee is required to transport or store a weapon as part of the employee's duties and the employee has written permission from Human Resources. This policy prohibits the possession of concealed weapons as well as weapons carried openly.

This prohibition specifically includes guns, rifles and firearms of any type, including those for which the holder has a legal permit. Other examples of prohibited weapons include, but are not limited to, knives, ammunition, bombs, bows and arrows, clubs, slingshots, blackjacks, metal knuckles and similar devices that by their design or intended use are capable of inflicting serious bodily injury or lethal force.

Work-Related Injuries or Illnesses

An employee who sustains a work-related injury or illness should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately.

Employees who sustain work-related injuries may receive workers' compensation benefits outlined in the Association's Workers' Compensation Insurance policy. Employees who need to take time off from work due to a workers' compensation illness or injury may also be eligible for a leave of absence under the Association's leaves of absence or reasonable accommodation policies. Employees should contact Human Resources for additional information.

Workers' Compensation

When work-related accidents, injuries or illnesses occur, employees may be eligible for workers' compensation insurance benefits. The Association provides a comprehensive workers' compensation insurance program at no cost to employees and in accordance with applicable state law. This program covers most injuries or illnesses, sustained in the course of employment, that require medical, surgical or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits or, if the employee is hospitalized, treatment immediately.

Reporting Work-Related Injury or Illness

Employees who sustain a work-related injury or illness should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage.

Leaves of Absence/Accommodation

Employees who need to take time off from work due to a workers' compensation illness or injury may also be eligible for a leave of absence under the Association's leaves of absence or reasonable accommodation policies. Employees should consult with Human Resources for additional information.

Return to Work

Employees who are ready to return to work following a workers' compensation-related leave of absence must supply a certification from a health care provider confirming the employee's ability to return to work.

Fraud

The Association will notify the workers' compensation insurance Association if we have reason to believe an employee has supplied false or misleading information in connection with a claim and/or has filed a fraudulent claim. Workers' compensation fraud is a crime and may also be grounds for disciplinary action, up to and including termination of employment.

Acknowledgement and Receipt

I acknowledge that I have received and read a copy of the Sudden Valley Community Association Employee Handbook. I understand that the Employee Handbook set forth the terms and conditions of my employment with the Association as well as the duties, responsibilities and obligations of employment with the Association. I understand that the Association has provided me various alternative channels to raise concerns of violations of this handbook and Association policies and encourages me to do so promptly so that the Association may effectively address such situations, and I understand that nothing herein interferes with any right to report concerns, make lawful disclosures or communicate with any governmental authority regarding potential violations of laws or regulations. I agree to abide by and be bound by the rules, policies and standards set forth in the Employee Handbook.

I acknowledge that, except where required otherwise by applicable state law, my employment with the Association is at-will, meaning that it is not for a specified period of time and that the employment relationship may be terminated at any time for any reason, with or without cause or notice, by me or the Association. **I further acknowledge that only the President of the Board of Directors or General Manager or their authorized representative has the authority to enter into an agreement that alters the at-will employment relationship, and any such agreement must be in writing and signed by the President of the Board of Directors or General Manager or their authorized representative.**

I further acknowledge that the Association reserves the right to revise, delete and add to the provisions of the Employee Handbook, and that all such revisions, deletions or additions must be in writing. No oral statements or representations can change the provisions of the handbook. Furthermore, the Association's policy of at-will employment may only be changed as stated in the prior paragraph.

I understand and acknowledge that nothing in this Employee Handbook or in any other document or policy is intended to prohibit me from reporting concerns, making lawful disclosures or communicating with any governmental authority about conduct I believe violates any laws or regulations. I also understand and acknowledge that nothing about the policies and procedures set forth in this Employee Handbook should be construed to interfere with any employee rights provided under state or federal law, including Section 7 of the National Labor Relations Act, including the right to communicate with others concerning wages, hours, benefits and other terms or conditions of employment; to self-organize, form, join or assist labor organizations; to bargain collectively with representatives of the employees' choosing; to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection; or to refrain from engaging in such activities.

I further acknowledge that I have received, read and understand the Association's Equal Employment Opportunity and Sexual and Other Prohibited Harassment Policy and any additional policies prohibiting discrimination, harassment and sexual harassment. I agree to comply with these policies.

I understand that if I feel I have been subject to discrimination, harassment, sexual harassment or retaliation for conduct that may violate the Association's Equal Employment Opportunity and Sexual and Other Prohibited Harassment Policy or if I am aware of such conduct, I should immediately report the matter to Human Resources or a supervisor with whom I am most comfortable, or as otherwise indicated in this Employee Handbook.

I have read and understand the above statements.

Signature

Date

Print Name



Sudden Valley Community Association

360-734-6430

1850 Lake Whatcom Blvd., Bellingham, WA 98229

www.suddenvalley.com

APPROVAL REQUEST MEMO

To: Sudden Valley Community Association Board of Directors
From: Jo Anne Jensen, General Manager
Date: September 24, 2026
Subject: Request for the Appointment of Board Representative to Union Negotiations

Purpose

To request that the Board of Directors nominate one or more representative(s) to take part in negotiations with Teamsters Local 231 for the renewal of the Collective Bargaining Agreement (CBA).

Background

SVCA's full-time staff are represented by Teamsters Local 231. Managers and seasonal workers are not part of the union. Currently, 24 SVCA employees are represented by the union.

The current CBA ends on December 31, 2026. It replaced an agreement that expired on December 31, 2024. A copy of the current agreement is attached for reference.

Request

I request that the SVCA Board of Directors appoint one or more individuals to represent them in the upcoming negotiations with Teamsters Local 231.

Motion

I move that NAME be appointed by the SVCA Board of Directors to participate in negotiations with Teamsters Local 231 as a representative of the Board.

Approvals

Approved: _____ Not Approved: _____ SVCA Board of Directors

Signed: _____ Date: _____

Keith McLean, President

COLLECTIVE BARGAINING



AGREEMENT



By and Between

SUDDEN VALLEY COMMUNITY ASSOCIATION

&

GENERAL TEAMSTERS LOCAL Union No. 231

Affiliated with the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

January 1, 2024-December 31, 2026

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This Agreement is made by and between Sudden Valley Community Association (hereinafter referred to as the "Employer" or "Association") and General Teamsters Local Union No. 231, affiliated with the International Brotherhood of Teamsters (hereinafter referred to as the "Union").

ARTICLE 1 UNION MEMBERSHIP - GENERAL CONDITIONS

1.01 During the term of this Agreement, the Employer hereby recognizes the Union as the sole and exclusive bargaining agent for all regular full-time and part-time employees of the Employer excluding seasonal employees; security guards, supervisors and confidential employees as defined under the National Labor Relations Act. Seasonal employees are defined as employees who work no more than eight (8) months during a calendar year and have no expectation of continued employment beyond eight (8) calendar months.

1.02 Pursuant to and in conformance with Section 8(a)(3) of the Labor Management Relations Act of 1947, it is agreed that all employees coming under the terms of this Agreement shall make application to join the Union within thirty-one (31) days following employment or the effective date of this Agreement, whichever is later, and must maintain membership in good standing for the life of this Agreement and any renewal thereof.

1.03 Once per year, or upon request of the Union, the Employer shall submit to the Union a list of names of all employees in the bargaining unit stating each employee's initial date of hire and current rate of pay.

1.04 The Employer shall submit to the Union the names, address, phone number, date of hire and rate of pay for all new regular employees, including rehired employees, not later than ten (10) calendar days from their date of employment or re-employment.

1.05 The Employer, upon voluntary written authorization from the employee, shall deduct from the first (1st) paycheck received by said employee each month's dues, initiation fees and assessments and promptly remit the same to the appropriate officer of the Union. If such are not deducted in one month for any reason, they shall be deducted the following month. The amount of such monthly dues, initiation fees and assessments are those currently in effect or as may hereinafter be established.

1.06 The Union shall defend, indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of (i) the disclosure of the information requested in Article 1.04, or (ii) any action taken or not taken by the Employer in reliance upon signed authorization furnished to the Employer by the Union or for the purpose of complying with any of the provisions of this Article.

1.07 The Employer agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

1.08 D.R.I.V.E. The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from their paycheck on each pay period during the month. The phrase “weeks worked” excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee’s social security number and the amount deducted from the employee’s paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer’s actual cost for the expenses incurred in administering the payroll deduction plan.

ARTICLE 2 MANAGEMENT RIGHTS

2.01 Management Rights. It is understood and agreed that the Employer possesses the sole right and authority to operate the Association and to direct all employees, subject to the provisions of this Agreement and federal and state law. These rights include, but are not limited to the right to:

- A. determine the Employer’s mission, strategic plan, policies and procedures;
- B. determine and control the Employer’s budget;
- C. plan, direct, control, and determine the operations or services to be conducted by employees;
- D. determine the size, composition, and direct the work force;
- E. hire, assign, reassign, evaluate, transfer, promote, or retain employees;
- F. discipline or discharge according to the provisions herein for cause;
- G. effect a layoff;
- H. make, publish, and enforce reasonable rules and regulations;
- I. implement new or improved methods, equipment or facilities;
- J. determine reasonable performance requirements, including quality and quantity of work;

- K. determine training needs and methods of training, and train employees;
- L. take any and all actions as may be necessary to carry out the mission of the Association in emergency situations;
- M. utilize temporary and seasonal non-permanent and on-call employees;
- N. schedule days and hours of work and overtime as necessary and to change an employee's schedule upon ten (10) days' notice;
- O. determine the method, technological means, number of resources and types of personnel by which work is performed by the Association;
- P. establish, allocate, reallocate or abolish positions, and determine the skills and abilities necessary to perform the duties of such positions; and
- Q. to contract out work not normally provided by SVCA employees.
- R. to pay, at Employer's discretion, any money or benefit to employee(s) in addition to the pay or benefits provided in this Agreement or a higher wage to new hires than shown as entry level wage in Exhibit A. The wage rates listed in this Agreement are minimums.

The Employer's non-exercise of any right, prerogative or function will not be deemed a waiver of such right or establishment of a practice.

2.02 The Employer may promulgate reasonable rules, regulations and personnel policies provided they do not violate this Agreement. In case of any direct conflict, this Agreement shall be the controlling policy for the employees covered by this Agreement.

ARTICLE 3 DISCRIMINATION - PICKET LINES

3.01 No employee shall be discriminated against for upholding Union principles, and any employee who works under the instructions of the Union, or who serves on a committee shall not lose their job or be discriminated against for this reason.

3.02 It shall not be a violation of this Agreement, nor shall it be cause for discharge or replacement as an employee or disciplinary action of any kind if an employee refuses to cross or work behind a primary picket line, approved by the Union party to this Agreement, including picket lines at the Employer's place of business.

3.03 The Employer shall not, and the Union shall not discriminate against, any individual with respect to compensation, terms, conditions or privileges of employment because of

race, religion, national origin, color, age, sex, sexual orientation, gender identification, pregnancy, marital status, disability, military duty affiliation or status in any group protected by state, federal or local law.

3.04 The Employer agrees that every employee has the right to work in surroundings that are free from unlawful discrimination, harassment and retaliation. The Employer strictly prohibits unlawful discrimination and harassment in the workplace and prohibits retaliation for appropriate reporting of such conduct. The Employer vigorously enforces its prohibitions against discrimination and harassment. Any employee who feels that they or others may have been subject to discrimination or harassment is strongly encouraged to bring the matter to the immediate attention of the Human Resources Manager, the General Manager, the Board President or the Vice President, as soon as possible. The Employer prohibits retaliation or reprisal of any kind against any employee for any good faith report of discrimination or harassment, or participation in an investigation of such a claim. Retaliation may take the form of verbal or written comments; intimidation; denial of reasonable and standard requests; denial of job assignments or promotions; assignment of additional or unreasonable tasks, or other forms of verbal or non-verbal communication. Such retaliatory action shall be regarded as a separate problem, subject to a separate complaint, distinct from the initial allegation of discrimination or harassment.

ARTICLE 4 HOURS OF WORK - OVERTIME - MEALS AND BREAKS

4.01 Workweek and Work Schedule. The workweek for Fair Labor Standards Act purposes shall consist of seven consecutive days beginning at 12:00 a.m. on Monday and ending on Sunday at 11:59 p.m. The normal work schedule shall be set by the Employer as provided herein.

(a) Prompt attendance is expected. If an employee is unable to arrive to work on time for their scheduled shift, they must contact their supervisor as soon as possible by a method approved by their supervisor and explain the circumstances and expected arrival. The employee's tardy arrival will be deemed unexcused if they fail to provide notice as required by this paragraph.

4.02 Work Schedule. The normal workday schedule shall customarily be eight (8) hours per day and five (5) consecutive days per week, except as follows:

(a) **Alternative Schedules.** Either an employee or the Employer may request the hours and the basic workday or workweek be modified to accommodate alternative schedules by agreement of the General Manager or their designee when recommended and agreed to by the affected employee.

(b) **Flex Time.** Upon employee request for a temporary modification of schedule and by mutual agreement between the employee and the Supervisor, "flex time" may be used for periodic personal employee matters, to attend meetings or to perform work on

behalf of the Employer. Additionally flex time may be assigned to an employee who is required to attend a Board of Directors meeting, provided that at least five (5) days' advanced notice is given to the employee. If an employee is assigned such flex time, the Employer will make all reasonable efforts to accommodate the employee's preferences for the date and time of such flex time within the FLSA workweek.

(c) Golf Course, Recreation and Turf Care. It is understood that the Turf Care, Recreation and Golf Course employees work alternate schedules on a regular basis because they are open weekends and all holidays with the exception of Christmas Day.

4.03 Overtime. Overtime at the rate of time and one-half shall be paid to employees who work in excess of forty (40) hours per week.

(a) Overtime When Using Accruals. If an employee is approved to use accrued paid time off on a scheduled workday and the supervisor then "requires" the employee to work part or all of the hours claimed as paid time off, any overtime calculation for the work week will take into account both compensated (with the exception of sick leave) and worked hours. (Ex: Employee takes two (2) hours of vacation leave and works six (6) hours. Supervisor requires employee to work an additional hour to complete a project. Employee would receive two (2) hours of vacation leave, six (6) hours of regular pay and one (1) hour of overtime pay).

4.04 Employee meal periods are important to company productivity and employee health. Employees who work at least five (5) consecutive hours will be provided a meal break not to exceed thirty (30) minutes, in accordance with state law; provided, however, that such meal break may be extended to one (1) hour by mutual consent of the employee and their supervisor. The meal period will not be included in the total hours of work per day and is not compensable. Nonexempt employees are to be completely relieved of all job duties while on meal breaks and must clock out for meal periods.

4.05 Nonexempt employees are permitted a fifteen (15) minute rest break for each four (4) hours of work. Nonexempt employees on rest breaks are not required to clock in and clock out because this time is considered "time worked" and is compensable.

4.06 During times that the General Manager (or other individual who is expressly authorized by the Board of Directors to act in the absence of the General Manager) closes the office on account of a power outage, weather related event or other emergency, Employees who are not required to report for duty will be paid at half-time and may use any form of paid leave available to make up the difference in their regular pay for the day. During such closures, Employees will not be required to report to the office; provided, however, that in the sole discretion of the General Manager (or other individual who is expressly authorized by the Board of Directors to act in the absence of the General Manager), such employees must report for duty remotely if instructed to do so by their supervisor and the emergency does not affect their ability to report remotely. Employees reporting for duty remotely will be paid for hours worked. Emergency response employees must report for duty as instructed.

ARTICLE 5 SENIORITY

5.01 An employee shall attain seniority after nine (9) months. Seniority shall date back to the first day worked in the probationary period. Prior to seniority, employees are probationary and may be disciplined or discharged without recourse to the Grievance Procedure. Seniority shall be broken only by retirement, voluntary quit, termination, no call/no show for three (3) consecutive days or layoff status exceeding twelve (12) consecutive months. No employee shall lose their Seniority because of a job related industrial illness or accident unless such illness or accident should extend beyond eighteen (18) months. No employee shall lose their Seniority because of illness or accident unless such illness or accident should extend beyond twelve (12) months. The Probationary period may be extended by mutual agreement between the Employer and the Union.

5.02 All overtime work shall be offered to employees on the basis of seniority in the job position to which the overtime work pertains. If no employee accepts such offer, overtime work may be assigned as the Employer deems appropriate to a person who is qualified. For the purpose of this Article 5.02, the employer shall determine if a person has the qualifications to perform the overtime work.

5.03 The order in which employees will be laid off shall be determined based on job classification seniority. When an employee is identified for a layoff or reduction-in-force, they shall be permitted to move into a position in which they previously held seniority, provided that the employee meets the minimum qualifications for the position. In doing so, they may "bump" the least senior employee in that job classification. If an employee is so bumped and laid off according to this Article 5.03, the employer shall have no obligation to bargain the decision of such bumping.

5.04 A list of employees arranged in the order of their seniority shall be posted in a conspicuous place at their place of employment.

5.05 Job Postings. When vacancies or new jobs occur in positions covered by this Agreement, the Employer shall post the position and specific details internally for six (6) working days prior to posting on any external website. Qualified internal applicants will receive first consideration before any external candidate. If an internal applicant does not receive an offer of employment, that employee may request a verbal explanation why they were not offered the position. A reasonable trial period of up to ninety (90) days shall be in effect for the employer or the employee to determine that the employee will return to their original position without loss of Seniority.

ARTICLE 6 UNION ACCESS - BULLETIN BOARDS

6.01 Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to.

6.02 The Employer agrees to provide suitable space for the Union to use as a Bulletin Board. Postings by the Union on such boards are to be confined to official business of the Union.

ARTICLE 7 UNIFORMS - REIMBURSEMENTS

7.01 The Employer will furnish, maintain and pay for uniforms and equipment to the extent they are required by the Employer.

7.02 The Employer will cover the costs of work boots as follows:

- a. Employees must receive approval from their supervisor prior to purchasing boots.
- b. Up to three hundred dollars (\$300.00) per Employee per calendar year will be reimbursed.
- c. Employees must submit a receipt for reimbursement.
- d. Employees wearing unsafe footwear for the working conditions may be sent home without pay.

7.03 The Employer will also provide work gloves, chainsaw chaps, chainsaw hard hat, eye protection, over ear hearing protection, traffic control safety vest, jacket, winter hat, respirator and rain gear as needed.

7.04 Mechanics will be provided coveralls.

7.05 All employees will be reimbursed sixty dollars (\$60.00) per month to offset business use of their personal cell phone. Alternatively, should the employee elect not to use their personal phone for business purposes, the Employer shall provide a cell phone to the employee(s) as needed.

7.06 Employees who are required to use their own vehicle in the performance of work for the Employer, will receive the applicable IRS mileage reimbursement.

ARTICLE 8 EQUIPMENT - SAFETY

8.01 The Employer shall not require employees to operate on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances

prescribed by law. It shall not be a violation of this Agreement, where employees refuse to operate such equipment, unless such refusal is unjustified. Any employee involved in any accident shall immediately report said accident and any physical injury sustained.

8.02 Employees are required to notify their supervisor of any equipment defects at the time the defect is found. Employees are required to make at least a daily vehicle inspection. The Employer will provide an inspection list for employees to utilize in determining defects. Such reports shall be made on a suitable form furnished by the Employer.

8.03 Equipment or vehicles that have been reported as being in an unsafe operating condition must be approved as being safe by the mechanical department prior to further utilization.

8.04 Employees when required by their job duties must at all times possess a current and valid Washington State Driver's License. If an employee who is required to have a CDL, suffers a temporary suspension of their License due to conditions beyond the employee's control, or has a lapse in their Transportation Medical Certificate, the employee will be eligible for an unpaid leave of absence for up to twelve (12) months. Employees who are required to operate an Employer vehicle will supply the Employer proof of current Driver's License annually on their anniversary date.

8.05 Safety Committee

The Employer and the Union agree that the safety of the employees and the general public is of utmost importance.

1. There shall be a Safety Committee to cover all Local 231 represented employees. The committee will be comprised of a mutually agreed to number of employee representatives and up to an equal number of management representatives. Employee elected representatives who seek to serve on the Safety Committee will be elected by their coworkers to do so, with approval of the Local Union.

2. There shall be Union and Employer co-chairs of the committee, selected by the respective members of each side of the committee. In the event of a vacancy during the year, there shall be an election and the vacancy will be filled prior to the next meeting.

3. The committee shall meet at least once each month at a mutually agreeable time and place. Meetings will be of a duration sufficient to address all safety concerns raised by the committee and/or employees in the workplace.

4. The Employer shall provide committee members with adequate time to perform committee functions, as described below. Each committee shall perform functions including, but not limited to:

- A. Review safety and health inspection reports to help correct safety hazards.
- B. Evaluate the accident investigations conducted since the last meeting to determine if cause(s) of unsafe situations was identified and corrected.
- C. Evaluate the workplace accident and illness prevention program and discuss recommendations for improvements, if needed.
- D. Document meeting attendance.
- E. Write down subjects discussed and post accurate minutes of the meetings.

8.06 All members of the bargaining unit who are required to have a CDL as a condition of employment are required to pass a pre-employment drug and alcohol test and are required to comply with random drug testing. All other employees may only be subject to pre-employment, post-accident drug testing, and reasonable suspicion testing as identified by a manager who is certified in reasonable suspicion.

ARTICLE 9 HOLIDAYS

9.01 The following days shall be recognized as holidays:

New Year's Day
President's Day
Memorial Day (last Monday in May)
Independence Day
Labor Day (1st Monday in September)
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
**4 Personal Days per calendar year

9.02 All regular full-time employees shall be paid eight (8) hours straight-time pay for all such holidays not worked. Regular part-time employees shall be paid holiday pay on a prorated basis. Employees who work on a recognized holiday shall be paid time-and-one-half (1-1/2) plus holiday pay.

9.03 When a recognized holiday falls on a Saturday or Sunday, the closest Friday or Monday will be recognized as the holiday.

9.04 Recognized holidays will be counted as time worked for the computation of overtime.

ARTICLE 10 VACATIONS

10.01 Vacation accrual begins on the first day of full-time employment. Vacation is accrued according to the schedule below. Vacation can be used only after it is earned.

10.02 Vacation shall accumulate as follows:

a. Up to three (3+) years of continuous service: 3.08 hours per two (2) week pay period and shall begin accumulating on the first day of the next pay period following the date of hire.

b. Four up to seven (4 to 7+) years of continuous service 4.62 hours per two (2) week pay period and shall begin accumulating at this rate on the first day of the next pay period following their four-year anniversary.

c. Eight (8+) years or more of continuous service 6.15 hours per two (2) week pay period and shall begin accumulating this rate on the first day of the next pay period following their eight-year anniversary.

10.03 Any employees who have been receiving more favorable vacation privileges prior to the signing of this Agreement shall continue to receive them for the duration of this Agreement.

10.04 To schedule vacation, employees should submit a completed Time Off Request form, online in the timekeeping system, to the supervisor at least two (2) weeks before the requested leave. Dates requested without two weeks' notice are subject to denial without any reason given on the form. Employees must ensure that they have enough earned leave available to cover the dates requested. Requests will be approved based on a number of factors, including department operating and staffing requirements. The supervisor should return the leave request to the employee within three (3) business days of the date it is submitted indicating that the request has been approved or denied. For the purpose of this Agreement, business days are Monday through Friday excluding all holidays observed in this Agreement. If the request for vacation is denied, the supervisor should provide an appropriate reason on the form returned to the employee.

10.05 Accrued but unused vacation will be paid out upon termination of employment, unless terminated for cause or if the employee resigns without giving at least two (2) weeks advance written notice, unless unable to do so due to illness or injury of the employee or the employee's family member.

ARTICLE 11 SICK LEAVE - PFMLA

11.01 Employees shall receive eight (8) hours of sick leave per month. Benefits shall be payable for bona fide absences caused by illness, injury or accident of the employee or their family members, or other reasons as required by law, commencing the first scheduled working day.

11.02 Unused Sick Leave shall accumulate in a bank which will roll over from year to year and shall be available for the employee's use.

11.03 The Employer shall follow the requirements of state and local laws and ordinances, including but not limited to monthly notice to employees of the amount of leave accrued and used since the last notice and the current balance of leave available.

11.04 Any employee unable to complete the scheduled workday because of an injury while on the job will be paid for the balance of that regular workday.

11.05 PFMLA will be provided to eligible employees through and in accordance with Washington State Law.

ARTICLE 12 BEREAVEMENT LEAVE

12.01 If any employee covered by this Agreement suffers a death in the immediate family, such employee shall be allowed three (3) days' pay, regardless of what day the death may occur, at the straight-time hourly rate. Immediate family shall be defined as a spouse, spousal equivalent, child, parent, stepparent, sibling, grandparent or grandchild of the employee or the employee's spouse or any other family member that resides in the employee's household. Employees must register their spousal equivalent with the General Manager before being able to utilize bereavement leave.

ARTICLE 13 SHOP STEWARDS - LEAVE OF ABSENCE FOR UNION BUSINESS

13.01 The Employer recognizes the Union's right to appoint Shop Stewards. Shop Stewards may pass out official Union written instructions and deliver routine oral instructions.

13.02 Shop Stewards shall be permitted to attend Weingarten meetings without loss of pay.

13.03 Shop Stewards have no authority to establish policy or negotiate or approve labor agreements or alterations or amendments thereto. Shop Stewards have no independent

authority to initiate or implement slowdowns, work stoppages, or economic persuasion, or to interfere with operations.

13.04 The Union shall notify the Employer immediately in writing of the effective date of an employee's appointment as Shop Steward.

13.05 Union Leave. The Employer agrees to grant the necessary time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official business, provided one (1) week advance written notice is given to the Employer, by the Union, specifying length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Employer's operations due to lack of available employees. Each employee will be limited to a maximum of forty (40) hours per calendar year for Union Business.

ARTICLE 14 MILITARY LEAVE

14.01 Employees in service in the uniformed services of the United States, as defined by the provisions of the Uniform Services Employment and Reemployment Rights Act (USERRA), Title 38, U.S. Code Chapter 43, shall be granted all rights and privileges provided by USERRA and/or other applicable state and federal laws. This shall include continuation of health coverage as provided by USERRA, and pension contributions for the employee's period of service, as provided by USERRA. Employees shall be subject to all obligations contained in USERRA which must be satisfied for the employees to be covered by the statute.

The Employer, in its discretion, may make additional payments or award additional benefits to employees on leave for service in the uniformed services in excess of the requirements outlined in the USERRA.

ARTICLE 15 JURY DUTY

15.01 When an employee covered by this Agreement is called upon for jury service in any municipal, county, state or federal court, they shall advise the Company upon receipt of such call, and if taken from their work for such service, shall be reimbursed, as provided herein, for any loss of wages while actually performing such service, up to a maximum of ten (10) working days per contract year, provided they exhibits to the Company their properly endorsed check and permits the Company to copy the check or voucher they received for such service.

15.02 The amount the employee shall be reimbursed shall be determined by subtracting the amount he received for such service from the amount they would have earned at their regular straight hourly rate during the regular working hours they missed while performing such service.

ARTICLE 16 CLASSIFICATIONS - RATE OF PAY-ON CALL PAY

16.01 Effective January 1, 2024 all Employees who are then employed will have their current wages increased as outlined in Exhibit B. Newly hired employee's wages are set forth in Exhibit A.

Effective January 1, 2025, and January 1, 2026, all wages shall be increased by 3%.

****No Current Employee will suffer a reduction in pay due to the ratification of this Agreement.**

16.02 If a new position is created, the wages for the new position will be not less than the most comparable position as determined by the duties and responsibilities of the two (2) positions.

16.03 "On-call Duty": Employees who are assigned to "on-call duty" will be compensated as follows:

(a) Weekdays, Weekends and Holidays: Compensation for on-call duty shall be two (2) hours for every day on on-call at the employee's regular hourly rate. On-call periods are the seven (7) consecutive 24-hour periods beginning 8:00 a.m. Monday and ending at 8:00 a.m. the following Monday.

(b) Call-outs: If the employee is able to respond from home (i.e. work remotely) compensation shall be a minimum of one (1) hour at the rate of time and one-half in addition to the on-call pay. When actually called in for duty during off hours, the responding employee shall be guaranteed a minimum of two (2) hours at the rate of time and one half. If actually called in for duty, time spent on the phone prior to physically returning to work shall not be subject to compensation. All hours actually worked over the guaranteed two (2) hour minimum shall be compensated at time and one-half. The time necessary for the employee to physically travel to and from their home and worksite will not be considered hours worked or included in the two (2) hour guarantee.

16.04.1 Employees assigned to the on-call schedule are not confined to their homes or to any particular place, but may come and go as they please, provided they carry Employer communication equipment and are able to respond within the time limits stated. While assigned to on-call duty, employees shall refrain from any activity or conduct that would impair them from performing call-back duties, including but not limited to the

operation of motor vehicles and equipment. Employees on-call will be expected to be able to return telephone calls within ten (10) minutes and respond on site as soon as possible (Which should normally be within thirty (30) minutes but in no event longer than two (2) hours) considering inclement weather or unforeseen events. Failure to respond within these timelines shall mean the employee may be subject to discipline. The hours spent on-call are not to be considered to be hours worked.

16.04.2 To the extent the Employer may be able to do so, they shall work cooperatively with the affected employees to create a rotating schedule for on-call assignments. Such on-call assignments shall be equally allocated to all qualified employees who volunteer to be included in the on-call rotation. This provision shall not preclude alternative rotation methods agreeable to all such qualified employees and the Employer. The employees will be allowed to trade on-call assignments with prior notification to the Supervisor and will be allowed to volunteer for additional on-call time to cover for those who desire to be excused. If there are inadequate volunteers, assignments may become mandatory. On-call duty rotation shall be for no more than two (2) consecutive weeks but of different duration with mutual agreement.

16.04.3 Notwithstanding anything to the contrary in Exhibit A and B if an employee is earning less than the lowest wage rate for Maintenance and Repair worker and performs snowplowing duties, the hours spent performing snowplowing shall be paid at the lowest wage rate for Maintenance and Repair Worker I.

ARTICLE 17 HEALTH AND WELFARE

17.01 The Employer agrees to pay the required monthly premium payments, for the coverage outlined below on behalf of each employee covered under this Agreement and who is scheduled to work for thirty (30) or more hours per week: Effective January 1, 2024 until December 31, 2025, the Employer will pay 100% of the premium medical coverage and dental benefits for the employee at the plan level provided to non-represented employees. Effective January 1, 2026, the Employer will pay 100% of the premium of medical coverage and dental benefits for the employee, up to a maximum of 10% over the premium cost in calendar year 2025. Employees shall refer to and be governed by the terms of the Employer's benefit plans including but not limited to any eligibility requirements for coverage.

17.02 The Employer currently maintains group healthcare, dental and vision coverage for qualified employees. The Employer maintains brochures describing the plans and their coverage. Employees shall refer to and be governed by the terms of the plans which are available upon request. The Employer shall negotiate with the Union prior to implementing any material changes to these benefits.

17.03 The Employer agrees to maintain the described benefits at approximately the same levels during the life of this Agreement and the Union agrees that during the life of

this Agreement it will not request additional benefits.

ARTICLE 18 RETIREMENT - 401 K

18.01 Employees shall be eligible to participate in the Employer's 401(k) Plan. The Employer will provide a match of any employee contributions up to a maximum of one-and one-half percent (1.5%) of the employee's compensation. The match will end on December 31, 2026, unless the parties mutually agree to extend.

ARTICLE 19 DISCIPLINE

19.01 Employees who have completed their probationary period may be disciplined or discharged for cause as provided herein. Discipline should ordinarily be applied at progressive and escalating levels to allow the employee proper notice of misconduct and an opportunity to improve performance and shall be appropriately based on the employee's prior record of service, length of service, severity of offense, and prior record of discipline. Steps in progressive discipline may be bypassed for certain acts of a serious nature. Disciplinary action will ordinarily include the following:

- A. Written reprimand
- B. Suspension without pay
- C. Discharge

19.02 Verbal reprimands and counselling are not considered disciplinary in nature and are not subject to the grievance provisions herein. Verbal reprimands, whether or not combined with counselling, may be used as deemed appropriate to correct behavior and avoid discipline.

19.03 Verbal reprimands shall be documented in writing with the date, details of the Employee's behavior, and supervisor's comments. Should ongoing inappropriate behavior or performance require escalation of corrective action to discipline, the record of verbal reprimand and/or counseling shall be evidence of the employee's pattern of behavior or performance. However, such documentation shall be clearly marked as simply documentation of verbal reprimand and/or counseling.

19.04 Prior to receiving a suspension or discharge, an employee shall be afforded a pre-disciplinary hearing with the General Manager in order to present any information that the Employee desires to have considered before a final decision is made. No witnesses or testimony will be allowed at such pre-disciplinary hearing. A Union representative may attend and/or speak on the employee's behalf.

19.05 Copies of all suspensions or discharges shall immediately be forwarded to the Union by email.

ARTICLE 20 SETTLEMENT OF DISPUTES

20.01 The right to process and settle grievances is wholly, to the exclusion of any other means available, dependent upon the provisions of this Article. The Union and Employer agree to act promptly and fairly in all grievances.

20.02 The Union shall not be required to press employee grievances if, in the Union's opinion, such lack merit. With respect to the processing, disposition and/or settlement of any grievance, including hearings the Union shall be the exclusive representative of the employees covered.

20.03 Employees, whether Union members or not, shall have no independent unilateral privilege or right to invoke a grievance.

20.04 The processing, disposition and/or settlement by and between the Union and the Employer of any grievance or other matter shall be absolute and final and binding on the Union and its members, the employees involved and the Employer. All grievances shall be settled in accordance with the procedures outlined below.

20.05 An Arbitrator shall have no power to add to or subtract from or to disregard, modify or otherwise alter any terms of this or any other agreements between the Union and Employer or to negotiate new agreements. Arbitrator powers are limited to interpretations of and a decision concerning appropriate application of the terms of this Agreement or other existing pertinent agreements, if any.

20.06 STEP ONE: Informal Resolution. Should a matter coming to the knowledge of the Union or Employer give rise to a grievance, such shall be submitted to the Union, by the Employer, or to the Employer by the Union. The submissions may be oral. Thereafter, the Union and Employer shall diligently seek to reach a fair informal settlement. Failing to reach agreement, the moving party must file a written grievance within ten (10) business days. The party filing a written grievance shall describe the grievance as fully as practical, including any section of the collective bargaining agreement that is alleged to have been violated, and the other party shall promptly respond to the issue raised, in writing within ten (10) working days following receipt of a written grievance.

20.07 STEP TWO: Mediation. If a settlement of the grievance is not reached in Step 1, then within ten (10) working days of the response required by Step 1, the moving party shall notify the other party in writing of their desire to file for mediation as outlined below.

1. The parties shall, within fifteen (15) business days of the request to mediate, meet for the purpose of selecting a mediator. If, within fifteen (15) business days of the request to mediate, the parties cannot agree on the selection of a mediator, either party may request a mediator be appointed by FMCS. The costs of the mediator shall be shared equally by the parties.
2. The mediation shall be held as soon as practicable after appointment of a mediator. If the grievance is not resolved within sixty (60) calendar days of the selection or appointment of a mediator, then the Union may, by written notification, move the grievance to arbitration.
3. The parties recognize the importance of expeditiously resolving grievances related to termination of an employee. Accordingly, if the grievance arises out of an employee termination, the grievance may immediately proceed to Step Three (Arbitration) in order to expedite the processing of the arbitration. At the same time that the Arbitrator is selected in Step 3, the parties shall mutually agree upon a mediator or, failing that, request the appointment of a mediator by FMCS as provided in Step 2 and schedule a mediation. Such mediation shall be a condition precedent of proceeding with the arbitration hearing unless, despite the good faith efforts of the parties, the mediation cannot be concluded prior to the arbitration hearing

20.08 STEP THREE: If an informal settlement is not reached, pursuant to the ten (10) day provision of Step One or Step Two above, the matter shall, thereafter, be submitted, in writing, to the Union by the Employer or to the Employer by the Union with a request for Arbitration. If the parties are unable to agree on the Arbitrator within five (5) business days from the receipt of the request for arbitration, a panel of eleven (11) Northwest Arbitrators will be secured from the Federal Mediation and Conciliation Service, and the parties will alternately strike from the list and the last remaining person on the list will be the Arbitrator.

20.09 Within thirty (30) calendar days of their selection, unless otherwise agreed, the Arbitrator shall hold a hearing. The hearing shall not be public. The Arbitrator shall afford the Union and the Employer liberal rights to present evidence, exhibitory, documentary (including affidavits) and by witnesses, and to examine and cross-examine witnesses. The Union and Employer may be represented as individually desired and each may have a reporter with or without a recorder. Upon the Arbitrator's or Union's request or Employer's desire, and when practicable, the Employer shall make employees available as witnesses. All employee witnesses shall be free of restraint, interference, coercion, discrimination or reprisal and, in wages, shall be kept whole. The Arbitrator's jurisdiction shall endure to final decision, except as herein otherwise provided.

20.10 Upon completion of the hearing the Arbitrator shall render their final typewritten decision, which shall be dated, and which shall include orderly and concise Findings of Fact. Copies of the final decision shall be furnished to the Union and Employer. The Arbitrator shall have power to and may, from time to time, provide reasonable

continuances and postponements of the hearing(s) as deemed appropriate or as agreed by the Union and Employer.

20.11 Fee for Arbitrator shall be shared equally by the Union and Employer. If the Union and Employer agree that shorthand, stenotype or other reporter should take the proceedings, the costs incidental thereto shall be shared equally, and each shall have access to the record. If the Union or Employer provides their own separate means for recording the proceedings such shall not, as a matter of right, be available to the other.

20.12 Business days for purposes of this Article shall be Monday through Friday, excluding holidays or any day on which the business offices of either the Union or the Employer are closed. Timelines may be extended only by mutual agreement.

ARTICLE 21 USE OF AMENITIES

21.01 Employees of the Employer are permitted to use Sudden Valley amenities on the same basis and fee as property owners, or as specified by the General Manager. Property owners have priority for booking and use of Association facilities.

1. Identification Required: In addition, all employees may use recreation amenities without cost as long as the employee remains employed by Sudden Valley. The employee and immediate family members must obtain a Sudden Valley ID from Administration.
2. Fees Waived: All full-time employees and part-time employees working an average of twenty-five (25) hours or more a week will not be required to pay green's fees. This does not include the handicap fee, locker space or the golf driving range. Full-time employees and Golf Department employees will also receive golf driving range or locker privileges at no charge, on a space available basis.
3. Fees and Special Waivers: Golf carts may be rented at property owner rates. Golf privileges are extended only during off peak times such as mid-week and weekends after 2:00 p.m. Carts and golf-related fees during off-peak times will be waived for full-time and part-time employees. Guests playing with employees will receive a twenty-five percent (25%) discount on green fees, range balls and cart fees or at the discretion of the Director of Golf or on-duty Golf Pro.

ARTICLE 22

EDUCATION-CERTIFICATIONS - PERFORMANCE APPRAISALS

22.01 The employer will consider reimbursement of educational expenses for staff based on the following criteria:

1. Purpose: Education opportunity enhances the skill of the employee in their current position or makes them eligible for a new position with the employer.
2. Budget Limits: Education opportunities fall within budget limitations. The employer may opt to pay all or a portion of the total costs involved.
3. Pre-approval: The General Manager must approve the course before enrollment.
4. Completion: The employee must satisfactorily complete the course of training to receive reimbursement. In a graded setting, employee must receive a grade of "C" or better to receive reimbursement.

22.02 The employer requires certifications for certain employees. When the employer requires a certification, they will pay for the time associated with getting and renewing the certification and they will reimburse employees for the costs associated with the required certification.

22.03 Employee Development and Performance Evaluations

1. Performance reviews are generally used to discuss work standards, areas where improvement is needed, career development potential, and possible opportunities for advancement.
2. Annual Evaluations: SVCA managers will complete a written performance evaluation for full-time employees on an annual (calendar) basis, subject to General Manager review and approval.
3. Purpose of Evaluations: Performance evaluations are conducted to improve communications and understanding between employees and supervisors/managers to produce a more positive and productive work environment. The evaluation process will provide for the feedback, comments, and rebuttal of the rated employee.
4. Participants: All evaluations will be reviewed by the employee who is rated, the rating manager, the Administrative Services Manager, and the General Manager.

5. Documentation: A signed copy of an employee's annual evaluation along with their self-evaluation, will be placed in the employees permanent personnel file and a copy will be provided to the employee.
6. Initial Evaluations: New employees will be given a written evaluation before the end of the nine (9) month Probationary Period.

ARTICLE 23 CONTRACTED SERVICES

23.01 The Employer shall have the right to continue to contract or sub-contract any work as it has done in the past (including but not limited to occasions where the bargaining unit cannot accomplish the work in the time required), provided that any new kind of contracting of bargaining unit work shall be subject to bargaining. Except in the event of an emergency, the employer will provide the Union with notice no less than thirty (30) days prior to any changes in operations or services that would require contracting or sub-contracting of bargaining unit work. This notice shall provide the Union with an opportunity to meet with the Employer to discuss whether or not the work can be efficiently and effectively performed by bargaining unit employees. These restrictions on contracting work shall not apply to seasonal work and the corresponding use of seasonal or temporary employees. The Employer retains the right to make all final decisions on contracting or sub-contracting after appropriate notice and discussion with the Union. However, no such decision shall supplant or replace Bargaining Unit Members.

ARTICLE 24 SUCCESSOR CLAUSE

24.01 This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event an entire operation or any portion thereof is sold, leased, taken over by sale, or is otherwise transferred, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. It is understood by this Article that the parties hereto shall not use any transferring or leasing device to a third party to evade this Agreement.

ARTICLE 25 SAVING CLAUSE

25.01 Should any Section or provision of this Agreement or Letters of Understanding be rendered invalid or compliance therewith restrained, the application of other Sections or provisions shall not be affected thereby.

25.02 In such event the parties shall enter into immediate negotiations seeking a mutually satisfactory replacement. If the parties do not agree within sixty (60) days,

following the beginning of the period of invalidity or restraint, either party, without liability therefore, may implement economic persuasion, and such shall not be a violation of any Agreement.

ARTICLE 26 NO STRIKE - NO LOCKOUT

26.01 The Employer is engaged in public service requiring continuous operation and recognition of this continuous service obligation is imposed upon both the Employer and its employees, members of said Local Union No. 231. During the term of this Agreement there will be no strikes, suspension of work, slow down, or curtailment of services by the employees and the Employer shall not lockout employees.

ARTICLE 27 LABOR MANAGEMENT MEETING

27.01 During the term of this Agreement the parties will meet when mutually agreed upon to discuss issues of mutual concern. Participation in such meetings by bargaining unit members will be on a voluntary basis and employees who do attend will be immune from retaliation and/or discrimination, by the Employer, resulting from their participation in such meetings. No more than two bargaining unit members may be released from duty for the time spent attending such meetings. Supervisor approval shall be obtained as a condition of being released from work to attend.

ARTICLE 28 TERM OF AGREEMENT

This Agreement shall be effective commencing upon ratification and shall continue in force and effect through December 31, 2026 and also thereafter, on a year to year basis, by automatic renewal. Provided, however, for the purpose of negotiating alterations in wages and other terms and conditions of employment, either party may open this Agreement or any contract effectuated through automatic renewal by giving written "Notice of Opening" not later than sixty (60) days nor more than ninety (90) days prior to the expiration date. "Notice of Opening" is in no way intended by the parties as a termination of nor shall it in anyway be construed as a termination of this Agreement or any annual contract effectuated through automatic renewal nor as forestalling automatic renewal as herein provided. The parties reserve the right to economic recourse in negotiations, except during the interval between the giving of "Notice of Opening" and the expiration date.

If this Agreement is "opened" for alterations of wages or other terms and conditions as provided for above, and no renewal Agreement is reached, then this Agreement shall remain in full force and effect, subject to termination by either party at any time upon written ten (10) days' notice to the other party.

This Agreement is executed this 6th day of March, 2024, by the duly authorized agents and representatives hereto.



SUDDEN VALLEY
COMMUNITY ASSOCIATION



TEAMSTERS LOCAL 231

ENTRY LEVEL WAGES - Exhibit A

Title	Entry Level Wages 2023	1/1/2024	2025	2026
Maintenance Foreperson	\$25.75	\$35.00	\$36.05	\$37.13
Help Desk Specialist	\$24.00	\$24.00	\$24.72	\$25.46
Environmental Planner	\$34.66	\$35.00	\$36.05	\$37.13
Automotive Service Tec./ Mechanic	\$21.63	\$22.71	\$23.39	\$24.09
Golf Head Pro	\$24.72	\$32.56	TBD**	TBD**
Administrative Specialist II/Member services II	\$25.75	\$27.04	\$27.85	\$28.69
Administrative Specialist I	\$23.00	\$23.00	\$23.69	\$24.40
Maintenance and Repair Worker III		\$30.00	\$30.90	\$31.83
Maintenance and Repair Worker II	\$25.75	\$27.04	\$27.85	\$28.68
Maintenance and Repair Worker I	\$21.63	\$22.71	\$23.39	\$24.09
Accounts Payable and Payroll Specialist	\$25.65	\$26.93	\$27.74	\$28.57
Accounts Receivable Specialist	\$19.06	\$20.01	\$20.61	\$21.23
Accounts Payable Specialist	\$19.06	\$20.01	\$20.61	\$21.23
Collections Specialist	\$19.06	\$20.01	\$20.61	\$21.23
Custodian	\$19.67	\$20.65	\$21.27	\$21.91
Senior Greenskeeper	\$18.54	\$19.47	\$20.05	\$20.65
Junior Greenskeeper	\$16.49	\$17.31	\$17.83	\$18.37
2 nd Assistant GC Superintendent	\$22.66	\$23.79	\$24.51	\$25.24
Golf Shop Assistant	\$19.10	\$20.05	\$20.65	\$21.27
Member Services Specialist	\$18.54	\$18.54	\$19.10	\$19.67
Golf Pro	\$21.63	\$22.71	\$23.39	\$24.09
PT CPA	\$25.75	\$28.00	\$28.84	\$29.71
Assistant Manager of Parks & Recreation	\$26.27	\$27.58	\$28.41	\$29.26
Recreation Member Services	\$18.54	\$18.54	\$19.10	\$19.67

** Golf Head Pro is a Salaried position, and the wage increases for 2025 and 2026 will be the greater of 3% each year or as determined by Washington State Minimum wage law.



Sudden Valley Community Association

360-734-6430

4 Clubhouse Circle Bellingham, WA 98229

www.suddenvalley.com

APPROVAL REQUEST MEMO

To: Sudden Valley Community Association Board of Directors
From: Jo Anne Jensen, General Manager
Date: September 24, 2026
Subject: Approval Request – 2027 Golf Fee Increases

Purpose

To submit proposed 2027 golf fee increases for review and approval by the Board of Directors.

Background

Modest increases to the majority of the fees charged by the Sudden Valley Golf Course are proposed for 2027. It has been the practice of the Association to implement small annual increases for many years. This practice has supported golf's consistent growth in revenue despite smaller increases, if any, in the number of rounds played each year.

The proposed fee increases are needed to cover increasing operational costs but must be balanced against the fees charged by competitive courses in our area, as we do not want to price ourselves out of the market. Golf Director Kevin LeDuc proposed these fees after considering both rising costs and competitive prices.

The attached table shows both the current and the proposed fees. The increases average about 3% overall, although some individual line items have larger increases.

The proposed fees show a 20% discount for property owners who golf Monday through Thursday and maintain a 10% discount on weekend play. This reflects the pricing set by the Board earlier this year.

Request

I request that the SVCA Board of Directors approve the attached schedule of 2027 golf fees.

Motion

I move that the SVCA Board of Directors approve the attached schedule of 2027 golf fees.

Recommendation

Recommended: _____ Not Recommended: _____ Finance Committee

Signed: _____
Jean Maixner, Treasurer

Approvals

Approved: _____ Not Approved: _____ SVCA Board of Directors

Signed: _____ Date: _____

Keith McLean, President

GOLF RATES	Member		Non-Member	
GOLF Annual Membership	ANNUALLY			
	2026	2027	2026	2027
Annual Membership costs as stated plus Golf Club fees and taxes				
Annual Membership - Single	2,350.00	2,425.00	2,575.00	2,650.00
Annual Membership - Couple	3,525.00	3,650.00	3,900.00	4,000.00
Annual Membership - Family 3+	3,750.00	3,850.00	4,100.00	4,200.00
Annual Membership - Young Family (children <15) After Noon Play	1,675.00	1,725.00	1,875.00	1,925.00
Annual Membership - Senior Limited	1,725.00	1,780.00	1,900.00	1,950.00
Annual Membership - Intermediate (18-28yrs old)	1,175.00	1,225.00	1,275.00	1,325.00
Annual Membership - Associate	550.00	575.00	550.00	575.00
Annual Membership - Social	150.00	170.00	150.00	170.00
Annual Membership - Junior/Student (<17 yrs old)	360.00	370.00	390.00	395.00
Annual Corporate 4 Named Memberships	N/A	N/A	N/A	N/A
Annual Corporate 4 Named Memberships with Cart Included	N/A	N/A	N/A	N/A
Annual Corporate 4 Floating Memberships	N/A	N/A	N/A	N/A
Annual Corporate 4 Floating Memberships with Cart Included	N/A	N/A	N/A	N/A
Monthly Membership - Single	200.00	210.00	215.00	225.00
Monthly Membership - Couple	300.00	315.00	330.00	340.00
Monthly Membership - Family 3+	320.00	335.00	350.00	360.00
Monthly Membership - Young Family (children <15) After Noon Play	145.00	150.00	160.00	165.00
Monthly Membership - Senior Limited	150.00	155.00	165.00	170.00
Monthly Membership - Intermediate (18-28yrs old)	105.00	110.00	115.00	120.00
Monthly Membership - Associate	50.00	50.00	50.00	50.00
Monthly Membership - Junior/Student (<17 yrs old)	38.00	38.00	43.00	43.00
GOLF Daily Fees	DAILY			
Group Pricing is available for groups of 16 or more. Please contact Golf Professional Staff for a quote.				
May- Sept: Property Owner / Guest (Mon-Thurs) Daily Green Fees, 9 Holes	36.00	32.00	40.00	42.00
May- Sept: Property Owner / Guest (Mon-Thurs) Daily Green Fees, 18 Holes	55.80	51.20	62.00	65.00
May- Sept: Property Owner / Guest (Fri-Sun,Holidays) Daily Green Fees, 9 Holes	44.10	45.00	49.00	50.00
May- Sept: Property Owner / Guest (Fri-Sun,Holidays) Daily Green Fees, 18 Holes	66.60	69.30	75.00	77.00
April&October: Property Owner / Guest (Mon-Fri) Daily Green Fees, 9 Holes	30.60	28.00	34.00	35.00
April&October: Property Owner / Guest (Mon-Fri) Daily Green Fees, 18 Holes	47.70	44.00	53.00	55.00
April&October: Property Owner / Guest (Sat-Sun,Holidays) Daily Green Fees, 9 Holes	36.90	37.80	41.00	42.00
April&October: Property Owner / Guest (Sat-Sun,Holidays) Daily Green Fees, 18 Holes	57.60	58.50	64.00	65.00
March: Property Owner / Guest (Mon-Fri) Daily Green Fees, 9 Holes	27.00	24.00	30.00	32.00
March: Property Owner / Guest (Mon-Fri) Daily Green Fees, 18 Holes	43.20	39.20	48.00	49.00
March: Property Owner / Guest (Sat-Sun,Holidays) Daily Green Fees, 9 Holes	33.30	34.20	37.00	38.00
March: Property Owner / Guest (Sat-Sun,Holidays)) Daily Green Fees, 18 Holes	52.20	53.10	58.00	59.00
Nov-Feb: Property Owner / Guest (Mon-Fri.) Daily Green Fees, 9 Holes	24.30	22.40	27.00	28.00
Nov-Feb: Property Owner / Guest (Mon-Fri.) Daily Green Fees, 18 Holes	38.70	36.00	43.00	45.00
Nov-Feb: Property Owner / Guest (Sat-Sun,Holidays) Daily Green Fees, 9 Holes	30.60	31.50	34.00	35.00
Nov-Feb: Property Owner / Guest (Sat-Sun,Holidays) Daily Green Fees, 18 Holes	48.60	49.50	54.00	55.00
Other Golf Fees				
Cart Rental - 9 Holes	12.60	14.00	14.00	15.00
Golf Cart Rental - 18 Holes	17.10	18.50	19.00	20.00
Annual Cart Rental, Annual Option, Single	750.00	775.00	750.00	775.00
Annual Cart Rental, Annual Option, Couple	1,000.00	1,030.00	1,000.00	1,030.00
Annual Cart Rental, Monthly Option, Single	65.00	67.00	65.00	67.00
Annual Cart Rental, Monthly Option, Couple	90.00	93.00	90.00	93.00
Daily Trail Fee - 9 Holes	14.00	15.00	14.00	15.00
Daily Trail Fee - 18 Holes	19.00	20.00	19.00	20.00
Annual Trail Fee, Annual Option	400.00	420.00	400.00	420.00
Annual Trail Fee, Monthly Option	35.00	37.00	35.00	37.00
Driving Range Fee, Small Bag	5.40	6.50	6.00	7.00
Driving Range Fee, Medium Bag	7.20	8.50	8.00	9.00
Driving Range Fee, Large Bag	9.00	10.00	10.00	11.00
Annual Golf Club Storage, Bag Only	170.00	180.00	170.00	180.00
Annual Golf Club Storage, Bag & Pull Cart (Full - No New Spots Available)	n/a	n/a	n/a	n/a