



Ocean Avenue Association

PERSONNEL POLICIES & PROCEDURES MANUAL

Review and Revisions: July 1st, 2022

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1.Introduction

1.1 Handbook Disclaimer

The contents of this handbook serve only as guidelines and supersede any prior handbook. Neither this handbook, nor any other policy or practice, creates an employment contract, or an implied or express promise of continued employment with Ocean Avenue Association. Employment with Ocean Avenue Association is "AT-WILL". This means employees or Ocean Avenue Association may terminate the employment relationship at any time, for any reason, with or without cause or advance notice. As an at-will employee, it is not guaranteed, in any manner, that you will be employed with Ocean Avenue Association for any set period of time.

The Ocean Avenue Association has the right, with or without notice, in an individual case or generally, to change any of the policies in this handbook, or any of its guidelines, policies, practices, working conditions or benefits at any time. No one is authorized to provide any employee with an employment contract or special arrangement concerning terms or conditions of employment unless the contract or arrangement is in writing and signed by the president and the employee.

1.2 Welcome Message

Dear Valued Employee,

Welcome to Ocean Avenue Association! We are pleased with your decision to join our team.

Ocean Avenue Association is committed to providing superior quality and unparalleled customer service in all aspects of our business. We believe each employee contributes to the success and growth of Ocean Avenue Association.

This employee handbook contains general information on our policies, practices, and benefits. Please read it carefully. If you have questions regarding the handbook, please discuss them with the Executive Director or the Chair of the Board.

Welcome aboard. We look forward to working with you!

Sincerely,

The Executive Director

1.3 Changes in Policy

Change at Ocean Avenue Association is inevitable. Therefore, we expressly reserve the right to interpret, modify, suspend, cancel, or dispute, with or without notice, all or any part of our policies, procedures, and benefits at any time with or without prior notice. Changes will be effective on the dates determined by Ocean Avenue Association, and after those dates all superseded policies will be null and void.

No individual supervisor or manager has the authority to alter the foregoing. Any employee who is unclear on any policy or procedure should consult a supervisor or the Executive Director.

2. General Employment

2.1 At-Will Employment

Employment with Ocean Avenue Association is "at-will." This means employees are free to resign at any time, with or without cause, and Ocean Avenue Association may terminate the employment relationship at any time, with or without cause or advance notice. As an at-will employee, it is not guaranteed, in any manner, that you will be employed with Ocean Avenue Association for any set period of time.

The policies set forth in this employee handbook are the policies that are in effect at the time of publication. They may be amended, modified, or terminated at any time by Ocean Avenue Association, except for the policy on at-will employment, which may be modified only by a signed, written agreement between the Chair of the Board, the Executive Director and the employee at issue. Nothing in this handbook may be construed as creating a promise of future benefits or a binding contract between Ocean Avenue Association and any of its employees.

2.2 Immigration Law Compliance

Ocean Avenue Association is committed to employing only United States citizens and aliens who are authorized to work in the United States.

In compliance with the Immigration Reform and Control Act of 1986, as amended, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 (Please complete form located [HERE](#), sign and email back to Executive Director) and present requested documentation establishing identity and employment eligibility. Former employees who are rehired must also

complete the form if they have not completed an I-9 with Ocean Avenue Association within the past three years, or if their previous I-9 is no longer retained or valid.

Ocean Avenue Association may participate in the federal government's electronic employment verification system, known as "E-Verify." Pursuant to E-Verify, Ocean Avenue Association provides the Social Security Administration, and if necessary, the Department of Homeland Security with information from each new employee's Form I-9 to confirm work authorization.

2.3 Equal Employment Opportunity

Ocean Avenue Association is an Equal Opportunity Employer. Employment opportunities at Ocean Avenue Association are based upon one's qualifications and capabilities to perform the essential functions of a particular job. All employment opportunities are provided without regard to race, religion, sex, pregnancy, childbirth or related medical conditions, national origin, age, veteran status, disability, genetic information, or any other characteristic protected by law.

This Equal Employment Opportunity policy governs all aspects of employment, including, but not limited to, recruitment, hiring, selection, job assignment, promotions, transfers, compensation, discipline, termination, layoff, access to benefits and training, and all other conditions and privileges of employment.

Ocean Avenue Association will provide reasonable accommodations as necessary and where required by law so long as the accommodation does not pose an undue hardship on the business. This policy is not intended to afford employees with any greater protections than those which exist under federal, state or local law.

Ocean Avenue Association strongly urges the reporting of all instances of discrimination and harassment, and prohibits retaliation against any individual who reports discrimination, harassment, or participates in an investigation of such report. Ocean Avenue Association will take appropriate disciplinary action, up to and including immediate termination, against any employee who violates this policy.

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medical condition, marital status, gender identity, gender expression, sexual orientation, or any other characteristic protected by law.

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2.5 Employee Grievances

It is the policy of Ocean Avenue Association to maintain a harmonious workplace environment. Ocean Avenue Association encourages its employees to express concerns about work-related issues, including workplace communication, interpersonal conflict, and other working conditions.

Employees are encouraged to raise concerns with their supervisors. If not resolved at this level, an employee may submit, in writing, a signed grievance to the Executive Director.

After receiving a written grievance, Ocean Avenue Association may hold a meeting with the employee, the immediate supervisor, and any other individuals who may assist in the investigation or resolution of the issue. All discussions related to the grievance will be limited to those involved with, and who can assist with, resolving the issue.

Complaints involving alleged discriminatory practices shall be processed in accordance with Ocean Avenue Association's Sexual and other Unlawful Harassment Policy.

Ocean Avenue Association assures that all employees filing a grievance or complaint can do so without fear of retaliation or reprisal.

2.6 Internal Communication

Effective and ongoing communication within Ocean Avenue Association is essential. As such, Ocean Avenue Association maintains systems through which important information can be shared among employees and management.

Bulletin boards are posted in designated areas of the workplace to display important information and announcements. In addition, Ocean Avenue Association uses Google Drive and email to facilitate communication and share access to documents. For information on appropriate email and Internet usage, employees may refer to the Computer, Email, and Internet Usage policy.

All employees are responsible for checking internal communications on a frequent and regular basis. Employees should consult their supervisor with any questions or concerns on information disseminated.

2.7 Outside Employment

Employees may hold outside jobs as long as the employee meets the performance standards of their position with Ocean Avenue Association.

Unless an alternative work schedule has been approved by Ocean Avenue Association, employees will be subject to Ocean Avenue Association's scheduling demands, regardless of any existing outside work assignments; this includes availability for overtime when necessary.

Ocean Avenue Association's property, office space, equipment, materials, trade secrets, and any other confidential information may not be used for any purposes relating to outside employment.

2.8 Anti-Retaliation and Whistleblower Policy

This policy is designed to protect employees and address Ocean Avenue Association's commitment to integrity and ethical behavior. In accordance with anti-retaliation and whistleblower protection regulations, Ocean Avenue Association will not tolerate any retaliation against an employee who:

- Make a good faith complaint, or threatens to make a good faith complaint regarding Ocean Avenue Association or employee violations of the law including discriminatory or other unfair employment practices;

- Makes a good faith complaint, or threatens to make a good faith complaint, regarding accounting, internal accounting controls, or auditing matters that may lead to incorrect, or misrepresentations in, financial accounting;
- Makes a good faith report, or threatens to make a good faith report, of a violation that endangers the health or safety of an employee, patient, client or customer, environment or general public;
- Objects to, or refuses to participate in, any activity, policy or practice, which the employee reasonably believes is a violation of the law;
- Provides information to assist in an investigation regarding violations of the law; **or**
- Files, testifies, participates or assists in a proceeding, action or hearing in relation to alleged violations of the law.

Retaliation is defined as any adverse employment action against an employee, including, but not limited to, refusal to hire, failure to promote, demotion, suspension, harassment, denial of training opportunities, termination, or discrimination in any manner in the terms and conditions of employment.

Anyone found to have engaged in retaliation or in violation of law, policy or practice will be subject to discipline, up to and including termination of employment. Employees who knowingly make a false report of a violation will be subject to disciplinary action, up to and including termination.

Employees who wish to report a violation should contact their supervisor or the Executive Director directly. Employees should also review their state and local requirements for any additional reporting guidelines.

Ocean Avenue Association will promptly and thoroughly investigate and, if necessary, address any reported violation.

Employees who have any questions or concerns regarding this policy and related reporting requirements should contact their supervisor, the Executive Director or any state or local agency responsible for investigating alleged violations.

2.9 Introduction Period

All new employees will complete a ninety (90) day introductory period. During this introductory period, the Executive Director or designee will instruct the new employee regarding the job duties and expectations. Successful completion of this

introductory period does not guarantee permanent employment with Ocean Avenue Association nor does it change the at-will nature of the employment.

3. Employment Status & Recordkeeping

3.1 Employment Classifications

For purposes of salary administration and eligibility for overtime payments and employee benefits, Ocean Avenue Association classifies employees as either exempt or non-exempt. Non-exempt employees are entitled to overtime pay in accordance with federal and state overtime provisions. Exempt employees are exempt from federal and state overtime laws and, but for a few narrow exceptions, are generally paid a fixed amount of pay for each workweek in which work is performed.

If you change positions during your employment with Ocean Avenue Association or if your job responsibilities change, you will be informed by the Executive Director of any change in your exempt status.

In addition to your designation of either exempt or non-exempt, you also belong to one of the following employment categories:

Full-Time:

Full-time employees are regularly scheduled to work greater or equal to 40 hours per week. Generally, regular full-time employees are eligible for Ocean Avenue Association's benefits, subject to the terms, conditions, and limitations of each benefit program.

Part-Time:

Part-time employees are regularly scheduled to work less than 40 hours per week. Regular part-time employees may be eligible for some Ocean Avenue Association benefit programs, subject to the terms, conditions, and limitations of each benefit program.

Temporary:

Temporary employees include those hired for a limited time to assist in a specific function or in the completion of a specific project. Employment beyond any initially stated period does not in any way imply a change in employment status or classification. Temporary employees retain temporary status unless and until they are notified, by Ocean Avenue Association Management, of a change.

3.2 Personnel Data Changes

It is the responsibility of each employee to promptly notify their supervisor or the Executive Director of any changes in personnel data. Such changes may affect your eligibility for benefits, the amount you pay for benefit premiums, and your receipt of important company information.

If any of the following have changed or will change in the coming future, contact your supervisor or the Executive Director as soon as possible:

- Legal name
- Mailing address
- Telephone number(s)
- Change of beneficiary
- Exemptions on your tax forms
- Emergency contact(s)
- Training certificates
- Professional licenses

3.3 Expense Reimbursement

Ocean Avenue Association reimburses employees for necessary expenditures and reasonable costs incurred in the course of doing their jobs. Expenses incurred by an employee must be approved in advance by the Executive Director.

Some expenses that may warrant reimbursement include, but are not limited, to the following: mileage costs, air or ground transportation costs, lodging, meals for the purpose of carrying out company business, and any other reimbursable expenses as required by law. Employees are expected to make a reasonable effort to limit business expenses to economical options.

To be reimbursed, employees must submit expense reports to the Executive Director for approval. The report must be accompanied by receipts or other documentation substantiating the expenses. Questions regarding this policy should be directed to the Executive Director.

3.4 Termination of Employment

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Common circumstances under which employment is terminated include the following:

Resignation: Any employee of the organization may resign by submitting a letter of resignation to the Executive Director or in the case of the Executive Director, to the Chair of the Board. Ocean Avenue Association requests that employees provide this letter at least ten business days (two weeks) prior to the effective date of resignation. At the time of the effective date of resignation, the employee shall be able to use any accrued vacation or the employee shall be paid for all unused accrued vacation. No employee shall be compensated for unused sick leave at the time of resignation.

Termination: Discharge may result for any reason including, but not limited to, inappropriate behavior and/or unsatisfactory performance. Inappropriate behavior is defined as including, but not limited to, misbehavior on the job, refusal to do work reasonably expected, wrongful use of or taking of agency property, conviction of a felony, and violation of any policies or practices of the organization. Unsatisfactory performance means a failure of an employee to meet performance standards, to complete tasks in a timely, competent way, or to maintain an adequate attendance record. Uncooperative behavior or negative attitudes that affect the work or morale of others may result in termination. At the discretion of the Executive Director, any staff member facing termination for unsatisfactory performance may be given the option to resign as described in the above section.

Layoff: Ocean Avenue Association attempts to hire highly qualified staff with broad capabilities. There may be occasions, however, when it may be necessary to initiate layoffs.

Retirement: Ocean Avenue Association shall not designate the retirement age of any employee, except as permitted by law.

Performance: Proper behavior and a high level of performance are expected from each employee. If an employee's conduct does not meet these standards, disciplinary action will be taken. The basis for disciplinary action include, but are not limited to, poor attendance, inefficiency, insubordination, misconduct, poor safety record or habits, conflict of interest, fraud, poor performance or harassment.

Ocean Avenue Association may, but is not required to, utilize informal disciplinary actions that include discussion, instruction, counseling and oral warning. These often will be the first steps in notifying an employee of a problem that concerns his or her performance. These types of actions will be administered by the employee's immediate supervisor and may be memorialized in an employee's personnel file. Formal actions, which will become part of the employee's personnel file, include written warnings, written reprimands, and any documents pertaining to suspension, demotion or discharge. These actions may be taken by the appropriate management level supervisor.

Since employment with Ocean Avenue Association is based on mutual consent, both the employee and Ocean Avenue Association have the right to terminate employment at-will, with or without cause, at any time.

In the case of employee termination, the employee will receive their accrued pay in accordance with all federal, state and local laws.

Any employee who terminates employment with Ocean Avenue Association shall return all files, records, keys, and any other materials that are the property of Ocean Avenue Association

If you have any questions or concerns regarding this policy, direct them to the Executive Director.

4. Working Conditions & Hours

4.1 Company Hours

Ocean Avenue Association is open for business from Monday - Friday 9:00 AM to 5:00 PM. This excludes holidays recognized by Ocean Avenue Association. The

standard workweek is 40 hours. Working hours are from 9 a.m. to 5 p.m., Monday to Friday, some evening meetings and weekend events.. This will not be considered overtime (OT), but a temporary change of schedule.

Supervisors will advise employees of their scheduled shift, including starting and ending times. Business needs may necessitate a variation in your starting and ending times as well as in the total hours you may be scheduled to work each day and each week.

4.2 Emergency Closing

At times, emergencies such as severe weather, fires, or power failures can disrupt company operations. In extreme cases, these circumstances may require the closing of a work facility. The decision to close or delay regular operations will be made by Ocean Avenue Association management.

When a decision is made to close the office, employees will receive official notification from their supervisor.

4.3 Safety

Ocean Avenue Association is committed to providing a clean, safe, and healthful work environment for its employees. Maintaining a safe work environment, however, requires the continuous cooperation of all employees. Ocean Avenue Association and all employees must comply with all occupational safety and health standards and regulations established by the Occupational Safety and Health Act and state and local regulations. In addition, all employees are expected to obey safety rules and exercise caution and common sense in all work activities.

Employees must immediately report any unsafe conditions to their supervisor. Employees who violate safety standards, cause hazardous or dangerous situations, or fail to report or, where appropriate, remedy such situations may be subject to disciplinary action, up to and including termination of employment.

In the case of an accident that results in injury, regardless of how seemingly insignificant the injury may appear, employees must notify their supervisor.

Questions regarding this policy should be directed to your supervisor or the Executive Director.

4.4 Security

The purpose of Ocean Avenue Association's security policy is to protect Ocean Avenue Association assets and to maintain a safe working environment for all employees.

Facility Access:

All regular Ocean Avenue Association employees will be issued a key to gain access to Ocean Avenue Association facilities. Employees who are issued keys are responsible for their safekeeping. All lost or stolen keys must be reported to your supervisor as soon as possible.

Upon separation from Ocean Avenue Association, and at any other time upon Ocean Avenue Association's request, all keys must be returned to your supervisor.

Closing Procedures:

The last employee, or a designated employee, who leaves the office at the end of the business day assumes the responsibility to ensure that: all doors are securely locked; the alarm system is armed; thermostats are set on appropriate evening and/or weekend setting; and all appliances and lights are turned off with the exception of the lights normally left on for security purposes.

Employees are not permitted on company property after hours without prior written authorization from the Executive Director.

4.5 Meal & Break Periods (a)

In accordance with state and local laws, non-exempt employees will be provided with meal and break periods. Break periods of less than 20 minutes will be paid. Break periods lasting longer than 20 minutes will be unpaid.

Non-exempt employees must be fully relieved of their job responsibilities and are not permitted to work during unpaid break and meal periods of more than 20 minutes. If for any reason a non-exempt employee does not take the applicable meal and rest period that they are provided, the employee must notify his or her supervisor immediately.

Ocean Avenue Association will schedule meal and break periods in order to accommodate Ocean Avenue Association operating requirements.

4.6 Meal & Break Periods (b)

Employees working 5 or more hours in a workday are entitled to a 30-minute meal period. Employees working 10 or more hours in a workday are entitled to a second 30-minute meal period. For non-exempt employees, the meal period is unpaid.

Non-exempt employees must record the beginning and ending of their meal periods using Ocean Avenue Association's timekeeping system.

Non-exempt employees must be fully relieved of their job responsibilities and are not permitted to work during unpaid meal periods.

In the limited circumstances described below, with the employee's and the Ocean Avenue Association's mutual consent, employees may waive their meal periods:

- If an employee's workday ends within six hours;
- If an employee's workday will not exceed twelve hours, then the employee may waive their second meal period but only if the first meal period was not waived.

If an employee voluntarily waives a meal period, the employee must submit a written request and receive written authorization from their supervisor to do so.

In very limited situations, non-exempt employees may take a paid on-duty meal period. Non-exempt employees may only do so when the nature of their work requires it, and only after the employee and Ocean Avenue Association agree in writing. Employees may revoke this agreement in writing at any time.

Non-exempt employees are also entitled to paid break periods in accordance with the following schedule:

- One 10 minute break period for shifts from 3.5 to 6 hours in length;
- Two 10 minute break periods for shifts of more than 6 hours and up to 10 hours;
- Three 10 minute break periods for shifts of more than 10 hours and up to 14 hours.

Supervisors will schedule meal and break periods in order to accommodate Ocean Avenue Association's operating requirements. Where possible, breaks will be scheduled in the middle of each work period. Employees must take their meal and break periods, but if for any reason a non-exempt employee does not take the applicable meal or break period, the employee must notify his or her supervisor immediately.

If a non-exempt employee is discouraged, deterred, or otherwise impeded from taking a meal or break period they are entitled to, notify the Executive Director immediately.

For questions regarding this policy, please speak with the Executive Director.

4.7 Break Time for Nursing Mothers

Ocean Avenue Association accommodates employees who wish to express breast milk during the workday by providing reasonable break times to do so.

The Ocean Avenue Association will provide a designated room, other than a bathroom, that is shielded from view, free from intrusion from coworkers and the public and is in compliance with all other applicable laws for this purpose.

Employees who use regularly scheduled rest breaks to express breast milk will be paid for the break time. If the lactation break does not run concurrently with the employee's regularly scheduled compensated break, the lactation break time will be unpaid.

For questions related to this policy, please contact the Executive Director.

5. Employee Benefits

5.1 Health Insurance

Health insurance is intended to protect you and your family from financial loss resulting from hospital, surgical, or other health-related expenses.

Ocean Avenue Association benefit consists of a monthly stipend of \$250 that the employee elects voluntarily to accept. The decision to accept or not can be changed at any time for any reason. Simply contact the Executive Director.

5.2 Retirement Plan

Ocean Avenue Association employees have the opportunity to participate in a company-sponsored Vanguard Simple IRA. The Company matches employee contributions 1:1 up to 3% of annual salary. Full-time and part-time employees are eligible to participate in the plan.

If there are any conflicts between the handbook or summaries provided and the plan documents, the plan documents will control. The Ocean Avenue Association reserves the right to amend, interpret, modify or terminate any of its employee benefits programs without prior notice to the extent allowed by law.

For details on the specific retirement plans offered through Ocean Avenue Association, as well as copies of the plan documents, contact the Executive Director.

5.3 Holidays

All full time and part time employees will be entitled to the following as paid holidays (with part time employees receiving proration in accordance with the hours they work per week):

- New Year's Day
- Martin Luther King, JR Day
- Presidents' Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Thanksgiving Day and the Friday following
- Christmas Day
- One Floating Holiday that may be used for such days as: Cesar Chavez Day, Rosh Hashanah, Yom Kippur, Good Friday, Chinese New Year, etc.

When a holiday falls on a Saturday or Sunday, either the respective Friday or Monday will be observed by Ocean Avenue Association as the holiday.

5.4 Paid Time Off (PTO)

Paid Time Off (PTO) is an all-purpose time off policy for eligible employees to use for vacation, illness, injury, or personal business. PTO combines traditional vacation and sick leave plans into one flexible, inclusive policy. PTO is payable in the same manner as the regular salary and is subject to the same withholding elections.

Employees in the following employment classification(s) are eligible to earn and use PTO as described in this policy: Full-time and part-time employees

Upon entering an eligible employment classification, employees will begin to earn PTO according to the following schedule:

- After 0 year(s) of service, employees are eligible to start compiling credits for up to 15 PTO Days at the accrual rate of 2.3 hours per 40 hours of work.
- Employees can accrue a maximum of 160 PTO hours. Accrual stops until the vacation hours are used. Accrued but unused PTO may be carried forward.
- Exceptions to the accrual policy only may be made in writing by the Chair of the Board.
- Employees must request their vacation time in advance in writing or by email.
- Requested PTO is subject to supervisory approval unless it is used as sick time off. When possible, consideration will be given to the employee's first preference as long as efficient organizational operations may be maintained during the employee's absence.
- Ocean Avenue Association reserves the right to request a medical certificate if the sick leave is in excess of three days or when Ocean Avenue Association has a reasonable belief that an employee is abusing sick leave.

Paid time off is paid at your base pay rate at the time of the absence. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differential.

Employees with an unexpected need (i.e. sudden illness or emergency) to request PTO should notify their direct supervisor as early as possible. Employees must also contact their direct supervisor on each additional day of absence.

Work-related accidents and illness are covered by Workers' Compensation Insurance, pursuant to the requirements of the laws in the state(s) in which Ocean Avenue Association operates. The PTO policy outlined above does not apply to those illnesses or injuries that are covered by an applicable Workers' Compensation policy.

5.5 Paid Time Off Policy Supplement

Paid time off provided by Ocean Avenue Association will accrue at the rate established within our Paid Time Off (PTO) policy. All employees are encouraged to use their available PTO each year. However, in the event an employee does not use

their accrued PTO, the time will not be forfeited and will be carried over from year to year.

Upon termination of employment, Ocean Avenue Association will pay employees their earned and unused paid time off at his or her final rate of pay.

Questions surrounding paid time off with Ocean Avenue Association should be directed to the Executive Director.

5.6 City and State Paid Sick Leave Acts ([San Francisco Paid Sick Leave Ordinance](#) & [California Healthy Workplace Healthy Family Act of 2014 \(AB 1522\)](#))

Eligible employees may be entitled to paid sick leave under the Healthy Workplaces, Healthy Families Act. Below is a summary of rights and obligations under the Act.

Eligible Employees:

To be eligible for paid sick leave, employees must work in California for Ocean Avenue Association for 30 or more days within a year of their hire date. Employees are eligible to begin using accrued paid sick leave after 90 days of service with Ocean Avenue Association.

Basic Leave Entitlement:

Eligible employees may take up to 24 hours or three days of accrued paid sick leave per year for:

- The diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member; or
- To attend legal proceedings, or to obtain care, counseling or other victims' services for domestic violence, sexual assault, or stalking.

Employees accrue paid sick leave at a rate of one hour for every 30 hours worked, up to a maximum of 48 hours or six days per year. Accrued leave may generally be carried over into the following year. Upon separation from Ocean Avenue Association, employees are not entitled to be compensated for accrued, but unused paid sick days.

Notice:

To the extent possible, employees must provide reasonable advance notice of their need for leave under this policy. If the need for leave is not foreseeable, an employee must provide notice as soon as practicable.

Benefits Continuation:

Leave under this policy will not constitute a break in the employee's continuous service for the purpose of Ocean Avenue Association benefits and seniority.

Relationship with Other Leave Policies:

If a law, regulation or policy provides for greater accrual or use of sick days, the law, regulation or policy with the greater protection may apply. For questions regarding the interplay between your entitlement to leave under other laws, regulations or Ocean Avenue Association policies and your entitlement to leave under the Act, please contact the Executive Director.

Job Restoration:

Upon expiration of the leave, an employee will generally be reinstated to his or her position with equivalent seniority, benefits, pay and other terms and conditions of employment.

5.7 Military Leave

Under state and federal law, employees are entitled to take up to 5 years of unpaid leave for military service.

Members of the Reserve Corps are allowed up to seventeen (17) days of paid leave per calendar year when ordered to serve active or reserve duty, field exercises or military instruction. Vacation and sick leave time will not accrue during an extended military leave but will accrue during the normal seventeen (17) day annual reserve obligation. Paid leave may carry over to following calendar year however, Ocean Avenue Association caps compensation or benefits to any employees at forty-five (45) days.

Questions regarding this policy should be directed to the Executive Director.

5.8 Jury Duty

Ocean Avenue Association guarantees time off and will continue to pay an employee's salary or wages during the period of jury service, up to 10 business days (two weeks). Time off for jury duty will not be considered hours worked for purpose of overtime compensation. The employee shall pay Ocean Avenue Association any amounts of money received from the Court as per diem. In the event of an unusual need, the company may request cooperation from the employee in requesting a delay in the summons to appear for jury duty. Whenever possible, an employee shall report to work before jury duty or after release from jury duty for the remainder of any working day.

5.9 Workers' Compensation

Employees who are injured on the job at Ocean Avenue Association are eligible for Workers' Compensation benefits. Such benefits are provided at no cost to employees and cover any injury or illness sustained in the course of employment that requires medical treatment.

Employees who sustain work-related injuries or illnesses must notify their supervisor immediately so that Ocean Avenue Association can notify the workers' compensation insurance carrier as soon as possible.

Lost time or medical expenses incurred as a result of an accident or injury which occurred while an employee was on the job will be compensated for in accordance with workers' compensation laws. This protection is paid for in full by Ocean Avenue Association. No premium is charged for this coverage and no individual enrollment is required. Ocean Avenue Association will provide medical care and a portion of lost wages through our insurance carrier.

All job-related accidents or illnesses must be reported to an employee's supervisor immediately upon occurrence. Supervisors will then immediately contact the Executive Director to obtain the required claim forms and instructions.

5.10 Crime Victims Leave

An employee may be entitled to leave if the employee, or his or her immediate family member, is a victim of a serious or violent felony, or a felony related to theft or embezzlement. Such leave may be taken to attend legal and court proceedings related to the crime. For purposes of this policy, immediate family member means spouse, registered domestic partner, child, child of registered domestic partner, stepchild, sibling, stepbrother, stepsister, parent, and stepparent.

The employee must provide Ocean Avenue Association with a copy of the notice of each scheduled proceeding that is provided to the victim, unless advance notice is not feasible. When advance notice is not feasible, the employee must be prepared to provide Ocean Avenue Association with certification of the judicial proceeding from the proper authority within a reasonable time following the leave. The documentation may be from the court or government agency setting the hearing, the district attorney or prosecuting attorney's office, or the victim/witness office that is advocating on behalf of the victim.

Crime victims leave is unpaid; however, employees may use accrued paid time off for this purpose.

Upon expiration of the leave, an employee will generally be reinstated to his or her position with equivalent seniority, benefits, pay and other terms and conditions of employment.

5.11 Domestic Violence Leave

An employee may be entitled to a reasonable amount of leave if the employee is a victim of domestic violence, sexual assault or stalking. This leave may be used:

- To seek medical attention for injuries caused by domestic violence, sexual assault or stalking;
- To obtain services from a domestic violence shelter, program, or crisis center as a result of domestic violence, sexual assault or stalking;
- To obtain psychological counseling related to an experience of domestic violence, sexual assault or stalking; or
- To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault or stalking, including temporary or permanent relocation.

Except in cases of imminent danger to the health or safety of the employee, or unless impractical, an employee requesting domestic violence leave must provide his or her supervisor with reasonable notice prior to the need for leave.

Employees must be prepared to provide Ocean Avenue Association with certification to verify the employee's eligibility for the leave requested, such as a police report, a court order, or documentation from a medical professional, domestic violence advocate, health care provider, or counselor.

Domestic violence leave is unpaid; however, employees may use accrued paid time off for this purpose.

5.12 Voting Leave

Ocean Avenue Association requests that, whenever possible, employees vote before or after work hours to avoid interference with business operations. However, if an employee does not have sufficient time outside of work hours to cast his or her ballot, the employee will be using mailing ballots.

5.13 Paid Family Leave

Employees in California are eligible for up to 6 weeks of wage replacement benefits within a 12-month period from the State of California for absences from work for the following reasons:

- To care for a child, spouse, domestic partner, parent, parent-in-law, grandparent, grandchild or sibling with a serious health condition; To
- bond with a new child; or
- To bond with a new child in connection with the adoption or foster care placement of that child.

Employees must provide a medical certification when filing a Paid Family Leave claim to provide care for a seriously ill family member.

Paid Family Leave is limited to the first year after the birth, adoption or foster care placement of a child.

Employees are subject to a 7 day waiting period before receiving benefits.

Employees may be required to use up to 2 weeks of accrued paid time off prior to receiving Paid Family Leave benefits. The first week of paid time off may be applied toward the waiting period.

California Paid Family Leave does not provide employees with job protection. Rather, eligible employees are entitled to receive certain paid benefits from the State of California if the employee is absent from work for the reasons stated above.

The State of California will determine whether you are eligible for Paid Family Leave benefits, including the amount of benefits you may receive. Your entitlement to benefits is subject to the terms and conditions established by the State of California. Generally, employees entitled to leave under the federal Family and Medical Leave Act and the California Family Rights Act must take Paid Family Leave concurrently with leave taken under those acts.

Employees who are interested in any additional information about these benefits should contact the Executive Director.

6. Employee Conduct

6.1 Standards of Conduct

Ocean Avenue Association's rules and standards of conduct are essential to a productive work environment. As such, employees must familiarize themselves with, and be prepared to follow, Ocean Avenue Association's rules and standards.

While not intended to be an all-inclusive list, the examples below represent behavior that is considered unacceptable in the workplace. Behaviors such as these, as well as other forms of misconduct, may result in disciplinary action, up to and including termination of employment:

- Theft or inappropriate removal/possession of property
- Falsification of timekeeping records
- Possession, distribution, sale, transfer, manufacture or use of alcohol or illegal drugs in the workplace
- Fighting or threatening violence in the workplace
- Making maliciously false statements about co-workers
- Threatening, intimidating, coercing, or otherwise interfering with the job performance of fellow employees or visitors
- Negligence or improper conduct leading to damage of company-owned or customer-owned property
- Violation of safety or health rules
- Smoking in the workplace
- Sexual or other unlawful or unwelcome harassment
- Excessive absenteeism
- Unauthorized use of telephones, computers, or other company-owned equipment on working time. Working time does *not* include break periods, meal times, or other specified periods during the workday when employees are not engaged in performing their work tasks.
- Unauthorized disclosure of any “business secrets” or other confidential or non-public proprietary information relating to Ocean Avenue Association’s products, services, customers or processes. *Wages and other conditions of employment are not considered to be confidential information.*

This policy is not intended to restrict an employee’s right to discuss, or act together to improve, wages, benefits and working conditions with co-workers or in any way

restrict employees' rights under the National Labor Relations Act.

Other forms of misconduct not listed above may also result in disciplinary action, up to and including termination of employment. If you have questions regarding Ocean Avenue Association's standards of conduct, please direct them to your supervisor or the Executive Director.

6.2 Disciplinary Action

Disciplinary action at Ocean Avenue Association is intended to fairly and impartially correct behavior and performance problems early on and to prevent reoccurrence.

Disciplinary action may involve any of the following: verbal warning, written warning, suspension with or without pay, and termination of employment, depending on the severity of the problem and the frequency of occurrence. Ocean Avenue Association reserves the right to administer disciplinary action at its discretion and based upon the circumstances.

Ocean Avenue Association recognizes that certain types of employee behavior are serious enough to justify termination of employment, without observing other disciplinary action first.

These violations include but are not limited to:

- Workplace violence
- Harassment
- Theft of any kind
- Insubordinate behavior
- Vandalism or destruction of company property
- Presence on company property during non-business hours
- Use of company equipment and/or company vehicles without prior authorization
- Indiscretion regarding personal work history, skills, or training
- Divulging Ocean Avenue Association business practices or any other confidential information
- Any misrepresentation of Ocean Avenue Association to a customer, a prospective customer, the general public, or an employee

6.3 Confidentiality

Ocean Avenue Association takes the protection of Confidential Information very seriously. “Confidential Information” includes, but is not limited to, computer processes, computer programs and codes, customer lists, customer preferences, customers’ personal information, company financial data, marketing strategies, proprietary production processes, research and development strategies, pricing information, business and marketing plans, vendor information, software, databases, and information concerning the creation, acquisition or disposition of products and services.

Confidential Information also includes Ocean Avenue Association’s intellectual property and information that is not otherwise public. Intellectual property includes, but is not limited to, trade secrets, ideas, discoveries, writings, trademarks, and inventions developed through the course of your employment with Ocean Avenue Association and as a direct result of your job responsibilities with Ocean Avenue Association. *Wages and other conditions of employment are not considered to be Confidential Information.*

To protect such information, employees may not disclose any confidential or non-public proprietary information about Ocean Avenue Association to any unauthorized individual. If you receive a request for Confidential Information, you should immediately refer the request to your supervisor.

The unauthorized disclosure of Confidential Information belonging to Ocean Avenue Association, and not otherwise available to persons or companies outside of Ocean Avenue Association, may result in disciplinary action, up to and including termination of employment. If you leave Ocean Avenue Association, you may not disclose or misuse any Confidential Information.

This policy is not intended to restrict an employee’s right to discuss, or act together to improve, wages, benefits and working conditions with co-workers or in any way restrict employees’ rights under the National Labor Relations Act.

Questions regarding this policy should be directed to the Executive Director.

6.4 Workplace Violence

Ocean Avenue Association strictly prohibits workplace violence, including any act of intimidation, threat, harassment, physical violence, verbal abuse, aggression or coercion against a coworker, vendor, customer, or visitor.

Prohibited actions, include, but are not limited to the following examples:

- Physically injuring another person
- Threatening to injure another person
- Engaging in behavior that subjects another person to emotional distress
- Using obscene, abusive or threatening language or gestures
- Bringing an unauthorized firearm or other weapon onto company property
- Threatening to use or using a weapon while on company premises, on company-related business, or during job-related functions Intentionally damaging property

All threats or acts of violence should be reported immediately to your supervisor or security personnel. Employees should warn their supervisors or security personnel of any suspicious workplace activity that they observe or that appears problematic. Employee reports made pursuant to this policy will be kept confidential to the maximum extent possible. Ocean Avenue Association will not tolerate any form of retaliation against any employee for making a report under this policy.

Ocean Avenue Association will take prompt remedial action, up to and including immediate termination, against any employee found to have engaged in threatening behavior or acts of violence.

6.5 Drug & Alcohol Use

Ocean Avenue Association is committed to maintaining a workplace free of substance abuse. No employee is allowed to consume, possess, sell, purchase, or be under the influence of alcohol or illegal drugs, as defined by federal law, on any property owned by or leased on behalf of Ocean Avenue Association, or in any vehicle owned or leased on behalf of Ocean Avenue Association.

The use of over-the-counter drugs and legally prescribed drugs is permitted as long as they are used in the manner for which they were prescribed and provided that such use does not hinder an employee's ability to safely perform his or her job. Employees should inform their supervisor if they believe their medication will impair their job performance, safety or the safety of others, or if they believe they need a reasonable accommodation when using such medication.

Ocean Avenue Association will not tolerate employees who report for duty while impaired by the use of alcohol or drugs. All employees should report evidence of

alcohol or drug abuse to their supervisor or the Executive Director immediately. In cases in which the use of alcohol or drugs creates an imminent threat to the safety of persons or property, employees are required to report the violation. Failure to do so may result in disciplinary action, up to and including termination of employment.

As a part of our effort to maintain a workplace free of substance abuse, Ocean Avenue Association employees may be asked to submit to a medical examination and/or clinical testing for the presence of alcohol and/or drugs. Within the limits of federal, state, and local laws, Ocean Avenue Association reserves the right to examine and test for drugs and alcohol at our discretion.

As a condition of your employment with Ocean Avenue Association, employees must comply with this Drug & Alcohol Use Policy. Be advised that no part of the Drug & Alcohol Use Policy shall be construed to alter or amend the at-will employment relationship between Ocean Avenue Association and its employees.

Employees found in violation of this policy may be subject to disciplinary action, up to and including termination of employment.

6.6 Sexual & Other Unlawful Harassment

Ocean Avenue Association is committed to a work environment in which all individuals are treated with respect. Ocean Avenue Association expressly prohibits discrimination and all forms of employee harassment based on race, color, religion, sex, national origin, age, disability, military or veteran status, or status in any group protected by state or local law.

Sexual harassment is a form of discrimination and is prohibited by law. For purposes of this policy sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment. Unwelcome sexual advances (either verbal or physical), requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of employment; (2) submission or rejection of the conduct is used as a basis for making employment decisions; or, (3) the conduct has the purpose or effect of interfering with work performance or creating an intimidating, hostile, or offensive work environment.

Sexual and unlawful harassment may include a range of behaviors and may involve individuals of the same or different gender. These behaviors include, but are not limited to:

- Unwanted sexual advances or requests for sexual favors.
- Sexual or derogatory jokes, comments, or innuendo
- Unwelcomed physical interaction
- Insulting or obscene comments or gestures
- Offensive email, voicemail, or text messages
- Suggestive or sexually explicit posters, calendars, photographs, graffiti, or cartoons
- Making or threatening reprisals after a negative response to sexual advances
- Visual conduct that includes leering, making sexual gestures, or displaying of sexually suggestive objects or pictures, cartoons or posters
- Verbal sexual advances or propositions
- Physical conduct that includes touching, assaulting, or impeding or blocking movements
- Abusive or malicious conduct that a reasonable person would find hostile, offensive, and unrelated to Ocean Avenue Association's legitimate business interests Any other visual, verbal, or physical conduct or behavior deemed inappropriate by Ocean Avenue Association

Harassment on the basis of any other protected characteristic is also strictly prohibited.

Complaint Procedure:

Ocean Avenue Association strongly encourages the reporting of all instances of discrimination, harassment, or retaliation. If you believe you have experienced or witnessed harassment or discrimination based on sex, race, national origin, disability, or another factor, promptly report the incident to your supervisor. If you believe it would be inappropriate to discuss the matter with your supervisor, you may bypass your supervisor and report it directly to:

Executive Director
1728 Ocean Avenue PMB 154
San Francisco, CA 94112
Ph. 650.273.6223

Any reported allegations of harassment or discrimination will be investigated promptly, thoroughly, and impartially.

Any employee found to be engaged in any form of sexual or other unlawful harassment may be subject to disciplinary action, up to and including termination of employment.

Retaliation Prohibited:

Ocean Avenue Association expressly prohibits retaliation against any individual who reports discrimination or harassment, or assists in investigating such charges. Any form of retaliation is considered a direct violation of this policy and, like discrimination or harassment itself, will be subject to disciplinary action, up to and including termination of employment.

6.7 Sexual and Other Harassment Policy Supplement

Ocean Avenue Association is committed to a work environment in which all individuals are treated with respect. Ocean Avenue Association expressly prohibits discrimination and all forms of employee harassment based on classes protected by federal, state and local law.

Employees should review this supplement in conjunction with Ocean Avenue Association’s policy on Sexual and Other Unlawful Harassment. The information provided below is not intended to replace any of the provisions set forth in Ocean Avenue Association’s Sexual and Other Unlawful Harassment Policy.

Additional Complaint Procedure:

While employees are encouraged to report claims internally, if an employee believes that he or she has been subjected to sexual harassment, he or she may file a formal complaint with the government agency set forth below. Using Ocean Avenue Association’s complaint process does not prohibit an employee from filing a complaint with this agency.

Filing a Complaint with the Department of Fair Employment and Housing (DFEH):

Employees who believe that they have been sexually harassed may also file a complaint of discrimination with DFEH within one year of the harassment. DFEH is part of the State of California and serves as a neutral fact-finder, attempting to help parties resolve such disputes.

If DFEH finds sufficient evidence to establish that discrimination occurred and settlement efforts fail, DFEH may file a formal accusation. This will lead to either a public hearing or a lawsuit filed by DFEH on behalf of the complainant. If DFEH finds that harassment has occurred, it may order certain remedies to the complainant. For more information see DFEH-159 "Guide for Complainants and Respondents".

Contact DFEH toll free at (800) 884-1684, TTY (800) 700-2320 or visit their website at www.dfeh.ca.gov.

6.8 Telephone Usage

Ocean Avenue Association telephones are intended for the sole use of conducting company business. Personal use of Ocean Avenue Association's telephones and individually owned cell phones during business hours is prohibited except in emergencies. In addition, long distance phone calls which are not strictly business-related are expressly prohibited.

Any employee found in violation of this policy will be subject to disciplinary action, up to and including termination of employment.

6.9 Personal Property

Employees should use their discretion when bringing personal property into the workplace. Ocean Avenue Association assumes no risk for any loss or damage to personal property.

Additionally, employees may not possess or display any property that may be viewed as inappropriate or offensive on Ocean Avenue Association premises.

6.10 Use of Company Property

Company property refers to anything owned by the company: physical, electronic, intellectual, or otherwise. The use of company property is for business necessity only.

When materials or equipment are assigned to an employee for business, it is the employee's responsibility to see that the equipment is used properly and cared for properly. However, at all times, equipment assigned to the employee remains the

property of Ocean Avenue Association, and is subject to reassignment and/or use by Ocean Avenue Association without prior notice or approval of the employee. This includes, but is not limited to, computer equipment and data stored thereon, voicemail, records, and employee files.

Ocean Avenue Association has created specific guidelines regarding the use of company equipment. Below is a list of employee responsibilities and limitations with regards to company property.

Personal use of company property:

Company property is not permitted to be taken from the premises without proper written authority from the Executive Director.

Company Tools:

All necessary tools can be furnished to employees in order to assist them in their required duties. Each employee is, in turn, responsible for these tools. Tools damaged or stolen as a result of an employee's negligence will, to the extent permitted by federal, state and local law, be charged to the employee.

Care of Company Property:

Office areas should be kept neat and orderly and all equipment should be well-maintained. The theft, misappropriation, or unauthorized removal, possession, or use of company property or equipment is expressly prohibited.

Any action in contradiction to the guidelines set herein may result in disciplinary action, up to and including termination of employment.

6.11 Smoking

Ocean Avenue Association provides a smoke-free environment for its employees, customers, and visitors. Smoking is prohibited throughout the workplace. We have adopted this policy because we have a sincere interest in the health of our employees and in maintaining pleasant working conditions.

6.12 Visitors in the Workplace

To ensure the safety and security of Ocean Avenue Association and its employees, only authorized visitors are permitted on Ocean Avenue Association premises and in Ocean Avenue Association facilities.

All visitors must enter through the main reception area and sign in and out at the front desk. All visitors are also required to wear a “visitor” badge while on Ocean Avenue Association premises. Authorized visitors will be escorted to their destination and must be accompanied by a representative of Ocean Avenue Association at all times.

6.13 Computer, Email & Internet Usage

Computers, email, and the Internet allow Ocean Avenue Association employees to be more productive. However, it is important that all employees use good business judgment when using Ocean Avenue Association’s electronic communications systems (ECS).

Standards of Conduct and ECS

Ocean Avenue Association strives to maintain a workplace free of discrimination and harassment. Therefore, Ocean Avenue Association prohibits the use of Ocean Avenue Association’s ECS for bullying, harassing, discriminating, or engaging in other unlawful misconduct, in violation of Ocean Avenue Association’s policy against discrimination and harassment.

Copyright and other Intellectual Property

Respect all copyright and other intellectual property laws. For Ocean Avenue Association's protection as well as your own, it is critical that you show proper respect for the laws governing copyright, fair use of copyrighted material owned by others, trademarks and other intellectual property, including Ocean Avenue Association's own copyrights, trademarks and brands. Employees are also responsible for ensuring that, when sending any material over the Internet, they have the appropriate distribution rights.

Ocean Avenue Association purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, Ocean Avenue Association does not have the right to reproduce such software for use on

more than one computer. Employees may only use software according to the software license agreement. Ocean Avenue Association prohibits the illegal duplication of software and its related documentation.

ECS Guidelines

The following behaviors are examples of previously stated or additional actions and activities under this policy that are prohibited:

- Sending or posting discriminatory, harassing, or threatening messages or images about coworkers, supervisors or Ocean Avenue Association that violate Ocean Avenue Association's policy against discrimination and harassment.
- Stealing, using, or disclosing someone else's code or password without authorization.
- Pirating or downloading Ocean Avenue Association-owned software without permission.
- Sending or posting Ocean Avenue Association's confidential material, trade secrets, or non-public proprietary information outside of Ocean Avenue Association. *Wages and other conditions of employment are not considered confidential material.*
- Violating copyright laws and failing to observe licensing agreements.
- Participating in the viewing or exchange of pornography or obscene materials.
- Sending or posting messages that threaten, intimidate, coerce, or otherwise interfere with the job performance of fellow employees.
- Attempting to break into the computer system of another organization or person.
- Refusing to cooperate with a security investigation.
- Using the Internet for gambling or any illegal activities.
- Sending or posting messages that disparage another organization's products or services.
- Passing off personal views as representing those of Ocean Avenue Association.

Privacy and Monitoring

Computer hardware, software, email, Internet connections, and all other computer, data storage or ECS provided by Ocean Avenue Association are the property of

Ocean Avenue Association. Employees have no right of personal privacy when using Ocean Avenue Association's ECS. To ensure productivity of employees, compliance with this policy and with all applicable laws, including harassment and anti-discrimination laws, computer, email and Internet usage may be monitored.

This policy is not intended to restrict an employee's right to discuss, or act together to improve, wages, benefits and working conditions with co-workers or in any way restrict employees' rights under the National Labor Relations Act.

Violations of this policy may result in disciplinary action, up to and including termination of employment. Questions or concerns related this policy should be directed to your supervisor or the Executive Director.

6.14 Company Supplies

Only authorized persons may purchase supplies in the name of Ocean Avenue Association. No employee whose regular duties do not include purchasing shall incur any expense on behalf of Ocean Avenue Association or bind Ocean Avenue Association by any promise or representation without express written approval.

7. Timekeeping & Payroll

7.1 Attendance & Punctuality

Absenteeism and tardiness place an undue burden on other employees and on Ocean Avenue Association. Ocean Avenue Association expects regular attendance and punctuality from all employees. This means being in the workplace, ready to work, at your scheduled start time each day and completing your entire shift. Employees are also expected to return from scheduled meal and break periods on time.

All time off must be requested in writing, in advance, as outlined in Ocean Avenue Association's Paid Time Off (PTO) policy. If an employee is unexpectedly unable to report for work for any reason, he or she must directly notify their supervisor as early as possible, and preferably prior to their scheduled starting time. It is not acceptable to leave a voicemail message with a supervisor, except in extreme emergencies. In cases that warrant leaving a voicemail message or when an employee's direct supervisor is unavailable, a follow-up call must be made later that day.

If an illness or emergency occurs during work hours, employees should notify their supervisor as soon as possible.

Employees, who are going to be absent for more than one day, should contact their supervisor on each day of their absence. Ocean Avenue Association reserves the right to ask for a physician's statement in the event of a long-term illness (three consecutive days), or multiple illnesses or injuries.

If an employee fails to notify their supervisor after three consecutive days of absence, Ocean Avenue Association will presume that the employee has voluntarily resigned. Ocean Avenue Association will review any extenuating circumstances that may have prevented him or her from calling in before the employee is removed from payroll.

Should undue or recurrent absence and tardiness become apparent, the employee will be subject to disciplinary action, up to and including termination of employment.

This policy is not intended to restrict an employee's right to discuss, or act together to improve, wages, benefits and working conditions with co-workers or in any way restrict employees' rights under the National Labor Relations Act.

7.2 Timekeeping

It is Ocean Avenue Association's policy to comply with applicable laws that require records to be maintained of the hours worked by our employees. Every employee is responsible for accurately recording time worked.

In addition to recording arrival and departure time, non-exempt employees are required to accurately record the start and end of each meal period as well as any departure for non-work related reasons.

Ocean Avenue Association strictly prohibits non-exempt employees from working off the clock for any reason. All time spent working must be logged and accounted for; this includes time spent using electronic devices for work-related purposes.

Vacation days, sick days, holidays, and absences for jury duty, funeral leave or military training must be specifically recorded by all employees.

It is the responsibility of all employees to submit and approve their time records each week.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action up to and including termination of employment.

7.3 Paydays

Ocean Avenue Association employees are paid on a Monthly basis. In the event that a regularly scheduled payday falls on a holiday, employees will be paid on the day preceding the holiday, unless otherwise required by state law.

Paychecks will not, under any circumstances, be given to any person other than the employee without written authorization. Paychecks may also be mailed to the employee's listed address or, upon advance written authorization, deposited directly into an employee's bank account. Employees who elect payment through direct deposit will receive an itemized statement of wages when Ocean Avenue Association makes direct deposits.

In the event of employee termination, the employee will receive their accrued pay in accordance with applicable federal, state and local laws.

7.4 Payroll Deductions

Ocean Avenue Association makes deductions from employee pay only in circumstances permitted by applicable law. This includes, but is not limited to, mandatory deductions for income tax withholding and Social Security and Medicare contributions as well as voluntary deductions for health insurance premiums and other related contributions.

If you believe that an improper deduction has been made from your pay, raise the issue with the Executive Director immediately. Ocean Avenue Association will promptly investigate. If the investigation reveals that you were subjected to an improper deduction from pay, you will be reimbursed promptly.

7.5 Overtime

The nature of our business sometimes requires employees to work overtime. Supervisors will notify employees when overtime is required. Employees are not permitted to work overtime without prior authorization from their supervisor.

Non-exempt employees will be paid overtime in accordance with state and federal overtime requirements as follows:

- One and one-half times (1.5) the regular rate of pay for all hours worked in excess of eight (8) hours in any workday;
- One and one-half times (1.5) the regular rate of pay for all hours worked in excess of 40 hours in the same workweek;
- Two times the regular rate of pay (or double time) for all hours worked in excess of twelve (12) in any workday;
- One and one-half times (1.5) the regular rate of pay for the first eight (8) hours on the seventh consecutive day in the same workweek;
- Two times the regular rate of pay (or double time) for all hours worked in excess of eight (8) on the seventh consecutive day in the same workweek.

There may be exceptions to these standards where allowed by law. Employees are encouraged to speak with their supervisor or the Executive Director for more information.

Please be reminded employees are not permitted to work overtime unless it has been authorized in advance by their supervisor.

8. Acknowledgement

I acknowledge that I have read and understood Ocean Avenue Association policies outlined in the employee handbook. I understand that these policies provide only a general reference and are not a full statement of Ocean Avenue Association's procedures nor do they constitute a contract, either express or implied.

Employee Signature: _____

Print name: _____

Date: _____