

# Premier Aquatics Employee Handbook

**Premier Aquatic Services**



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## **General Employment Policies**

## **Introductory Statement**

Welcome! As an employee of Premier Aquatic Services, you are an important member of a team effort. We hope that you will find your position with the Company rewarding, challenging, and productive.

Because our success depends upon the dedication of our employees, we are highly selective in choosing new members of our team. We look to you and the other employees to contribute to the success of the Company.

This employee handbook is intended to explain the terms and conditions of employment of all full- and part-time employees, manager and supervisors. Written employment contracts between Premier Aquatic Services and some individuals may supersede some of the provisions of this handbook.

This handbook summarizes the policies and practices in effect at the time of publication. This handbook supersedes all previously issued handbooks and any policy or benefit statements or memoranda that are inconsistent with the policies described here. No individual supervisor or manager has the authority to alter the foregoing. Your supervisor, manager or HR manager will be happy to answer any questions you may have.

# Harassment Discrimination and Retaliation Prevention

Premier Aquatic Services is an equal opportunity employer. Premier Aquatic Services is committed to providing a work environment free of harassment, discrimination, retaliation, and disrespectful or other unprofessional conduct based on:

- Race
- Religion (including religious dress and grooming practices)
- Color
- Sex/gender (including pregnancy, childbirth, breastfeeding or related medical conditions), sex stereotype, gender identity/gender expression/transgender (including whether or not you are transitioning or have transitioned) and sexual orientation
- National origin (including language use restrictions and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law [Vehicle Code section 12801.9])
- Ancestry
- Physical or mental disability
- Medical condition
- Genetic information/characteristics
- Marital status/registered domestic partner status
- Age (40 and over)
- Sexual orientation
- Military or veteran status
- Any other basis protected by federal, state or local law or ordinance or regulation

Premier Aquatic Services also prohibits discrimination, harassment, disrespectful or unprofessional conduct based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

In addition, the Company prohibits retaliation against individuals who raise complaints of discrimination or harassment or who participate in workplace investigations.

**All such conduct violates Company policy.**

## Harassment Prevention

The Company's policy prohibiting harassment applies to all persons involved in the operation of the Company. The Company prohibits harassment, disrespectful or unprofessional conduct by any employee of the Company, including supervisors, managers and co-workers. The Company's anti-harassment policy also applies to vendors, customers, independent contractors, unpaid interns, volunteers, persons providing services pursuant to a contract and other persons with whom you come into contact while working.

Prohibited harassment, disrespectful or unprofessional conduct includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations, comments, posts or messages;
- Visual displays such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis;
- Threats and demands to submit to sexual requests or sexual advances as a condition of continued employment, or to avoid some other loss and offers of employment benefits in return for sexual favors;
- Retaliation for reporting or threatening to report harassment; and
- Communication via electronic media of any type that includes any conduct that is prohibited by state and/or federal law or by company policy.

Sexual harassment does not need to be motivated by sexual desire to be unlawful or to violate this policy. For example, hostile acts toward an employee because of his/her gender can amount to sexual harassment, regardless of whether the treatment is motivated by sexual desire.

Prohibited harassment is not just sexual harassment but harassment based on any protected category.

### **Non-Discrimination**

The Company is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in Company operations. The Company prohibits unlawful discrimination against any job applicant, employee or unpaid intern by any employee of the Company, including supervisors and coworkers.

Pay discrimination between employees of the opposite sex or between employees of another race or ethnicity performing substantially similar work, as defined by the California Fair Pay Act and federal law, is prohibited. Pay differentials may be valid in certain situations defined by law. Employees will not be retaliated against for inquiring about or discussing wages. However, Premier Aquatic Services is not obligated to disclose the wages of other employees.

### **Anti-Retaliation**

The Company will not retaliate against you for filing a complaint or participating in any workplace investigation or complaint process, and will not tolerate or permit retaliation by management, employees or co-workers.

### **Reasonable Accommodation**

Discrimination can also include failing to reasonably accommodate religious practices or



qualified individuals with disabilities where the accommodation does not pose an undue hardship.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the Company will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any job applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact a Company representative with day-to-day personnel responsibilities and discuss the need for an accommodation. The Company will engage in an interactive process with the employee to identify possible accommodations, if any, that will help the applicant or employee perform the job. An applicant, employee or unpaid intern who requires an accommodation of a religious belief or practice (including religious dress and grooming practices, such as religious clothing or hairstyles) should also contact a Company representative with day-to-day personnel responsibilities and discuss the need for an accommodation. If the accommodation is reasonable and will not impose an undue hardship, the Company will make the accommodation.

The Company will not retaliate against you for requesting a reasonable accommodation and will not knowingly tolerate or permit retaliation by management, employees or co-workers.

## **Complaint Process**

If you believe that you have been the subject of harassment, discrimination, retaliation or other prohibited conduct, bring your complaint to your supervisor or to:

- Your department manager
- The HR Manager, the Human Resource, the personnel manager
- The owner

as soon as possible after the incident. You can bring your complaint to any of these individuals. If you need assistance with your complaint, or if you prefer to make a complaint in person, contact the HR Manager. Please provide all known details of the incident or incidents, names of individuals involved and names of any witnesses. It would be best to communicate your complaint in writing, but this is not mandatory.

The Company encourages all individuals to report any incidents of harassment, discrimination, retaliation or other prohibited conduct forbidden by this policy immediately so that complaints can be quickly and fairly resolved.

You also should be aware that the Federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing investigate and prosecute complaints of prohibited harassment, discrimination and retaliation in employment. If you think you have been harassed or discriminated against or that you have been retaliated against for resisting,

complaining or participating in an investigation, you may file a complaint with the appropriate agency. The nearest office can be found by visiting the agency websites at [www.dfeh.ca.gov](http://www.dfeh.ca.gov) and [www.eeoc.gov](http://www.eeoc.gov).

Supervisors must refer all complaints involving harassment, discrimination, retaliation or other prohibited conduct to their manager so the Company can try to resolve the complaint.

When the Company receives allegations of misconduct, it will immediately undertake a fair, timely, thorough and objective investigation of the allegations in accordance with all legal requirements. The Company will reach reasonable conclusions based on the evidence collected.

The Company will maintain confidentiality to the extent possible. However, the Company cannot promise complete confidentiality. The employer's duty to investigate and take corrective action may require the disclosure of information to individuals with a need to know.

Complaints will be:

- Responded to in a timely manner
- Kept confidential to the extent possible
- Investigated impartially by qualified personnel in a timely manner
- Documented and tracked for reasonable progress
- Given appropriate options for remedial action and resolution
- Closed in a timely manner

If the Company determines that harassment, discrimination, retaliation or other prohibited conduct has occurred; appropriate and effective corrective and remedial action will be taken in accordance with the circumstances involved. The Company also will take appropriate action to deter future misconduct.

Any employee determined by the Company to be responsible for harassment, discrimination, retaliation or other prohibited conduct will be subject to appropriate disciplinary action, up to, and including termination. Employees should also know that if they engage in unlawful harassment, they can be held personally liable for the misconduct.

## **Confirmation of Harassment Discrimination and Retaliation Prevention Policy**

I have received my copy of the Company's Harassment, Discrimination and Retaliation Prevention policy. I understand and agree that it is my responsibility to read and familiarize myself with this policy.

I understand that the Company is committed to providing a work environment that is free from harassment, discrimination and retaliation. My signature certifies that I understand that I must conform to and abide by the rules and requirements described in this policy.

Employee's Signature \_\_\_\_\_

Employee's Printed Name \_\_\_\_\_

Date \_\_\_\_\_

## **At-Will Employment Status**

Premier Aquatic Services personnel are employed on an at-will basis. Employment at-will means that the employment relationship may be terminated, with or without cause and with or without advance notice at any time by the employee or the Company. Nothing in this handbook shall limit the right to terminate at-will employment.

No manager, supervisor, or employee of the Company has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms. Only the Owner of Premier Aquatic Services has the authority to make any such agreement, which is binding only if it is in writing.

Nothing in this at-will statement is intended to interfere with an employee's rights to communicate or work with others toward altering the terms and conditions of his or her employment.

## **Right to Revise**

This employee handbook contains the employment policies and practices of Premier Aquatic Services in effect at the time of publication. All previously issued handbooks and any inconsistent policy statements, or memoranda are superseded.

Premier Aquatic Services reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document, except for the policy of at-will employment. However, any such changes must be in writing and must be signed by the owner of Premier Aquatic Services.

Any written changes to this handbook will be distributed to all employees so that employees will be aware of the new policies or procedures. No oral statements or representations can in any way alter the provisions of this handbook.

This handbook sets forth the entire agreement between you and Premier Aquatic Services as to the duration of employment and the circumstances under which employment may be terminated. Nothing in this employee handbook or in any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee.

Nothing in this at-will statement is intended to interfere with an employee's rights to communicate or work with others toward altering the terms and conditions of his or her employment.

## Conditions of employment

Your offer of employment with Premier Aquatics is conditioned upon the following:

- Satisfactory completion of background and/or reference checks
- Submission and verification of all education, certifications, licenses, and other credentials
- Completion of required training and orientation
- Completion of I-9 form, which requires submission of valid documentation that confirms identity and authorization to work in the United States and re-submission upon expiration of such documentation
- Reading this Handbook, and executing and turning in the Acknowledgement at the end of the Handbook
- In addition, all employees must complete a Federal W-4 form for tax withholding
- Plus all additional provided to employee for signature

## **Equal Employment Opportunity**

Our company is committed to equal employment opportunity. We will not discriminate against employees or applicants for employment on any legally recognized basis [ protected class ] including, but not limited to: race; color; religion; genetic information; national origin; sex; pregnancy, childbirth, or related medical conditions; age; disability; citizenship status; uniform servicemember status; or any other protected class under federal, state, or local law.

In California, the following also are a protected class: race; religious creed; color; national origin; ancestry; physical disability; mental disability; medical condition, including genetic characteristics; genetic information; marital status; sex; pregnancy, childbirth or related medical conditions or breast feeding; perceived pregnancy; actual or perceived gender; gender identity or expression (including transgender); sexual orientation; civil air patrol membership; service in the military forces of the State of California or of the United States; military and veteran status; lawful conduct occurring during nonworking hours away from company premises; age [40 or over]; and citizenship status. Included in the definition of each protected category is the perception of membership in a protected category and an individual s association with an actual or perceived member of a protected category.

You may discuss equal employment opportunity related questions with the owner or any other designated member of management.

**Hiring**



## **Bridging of Time**

Premier Aquatic Services will give service credit to employees previously employed by the Company, provided the break in service does not exceed 365 days. Generally, the break in service time will be deducted from the employee's original service date.

The Manager will discuss reinstatement of benefits and other length of service issues with rehired employees. Special rules apply to reinstatement of paid sick leave benefits under the California Healthy Workplaces, Healthy Families Act.

## **New Hires**

Completion of the introductory period does not entitle you to remain employed by Premier Aquatic Services for any definite period of time. Your status as an at-will employee does not change. The employment relationship may be terminated with or without cause and with or without advance notice, at any time by you or the Company.

The first 90 days of continuous employment at Premier Aquatic Services is considered an introductory period. During this time, you will learn your responsibilities, get acquainted with fellow employees and determine whether or not you are happy with your job. Your supervisor and manager will closely monitor your performance.

## **Job Duties**

During the introductory period, your supervisor or manager will explain your job responsibilities and the performance standards expected of you. Be aware that your job responsibilities may change at any time during your employment. From time to time, you may be asked to work on special projects, or to assist with other work necessary or important to the operation of your department or Premier Aquatic Services. Your cooperation and assistance in performing such additional work is expected.

Premier Aquatic Services reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign or transfer job positions, or assign additional job responsibilities.

## **Regular Employees**

Regular employees are those who are hired to work on a regular schedule. Regular employees may be classified as full-time or part-time.

## **Part-Time Employees**

Part-time employees are those who are scheduled for and do work fewer than 30 hours per week. Part-time employees are eligible for the following Premier Aquatic Services benefits:

- Holiday Pay at a rate of time and one half their regular pay for specific holiday dates
- Paid Sick Leave
- Annual Pay Rises - upon review
- Employee Incentive Program
- Reduced price swim and health and safety classes
- Team bonding events
- Paid volunteer hours

Please refer to the benefit summary sheet for more information.

## **Full-Time Employees**

Regular full-time hourly employees are those who are regularly scheduled for and do work 30 hours plus per week or 1,560 hours a year. Regular full-time employees are eligible for some employee benefits described in this handbook and who have completed any applicable probation period(s) are eligible to participate in employee benefits such as Premier Aquatics paid vacation and holiday programs, as well as Premier Aquatics medical insurance plan. Benefit eligibility may depend on length of continuous service. Benefit eligibility requirements may also be imposed by the plans themselves or by law. Full time hourly employees who do not regularly work at least 30 hours per week may be re-categorized as part time, which may result in the loss of employee benefits.

Regular full-time hourly manager employees are those who are regularly scheduled for and do work 30 hours plus per week or 1,560 hours a year. Regular full-time manager employees are eligible for some employee benefits described in this handbook and who have completed any applicable probation period(s) are eligible to participate in employee benefits such as Premier Aquatics paid vacation and holiday programs, as well as Premier Aquatics medical insurance plan. Benefit eligibility may depend on length of continuous service. Benefit eligibility requirements may also be imposed by the plans themselves or by law. Full time hourly employees who do not regularly work at least 30 hours per week may be re-categorized as part time, which may result in the loss of employee benefits.

Salaried employees are paid on a salary basis, and whose work duties exempt them from the overtime provisions of state and federal wage and hour laws. Exempt employees are expected to work during regular work hours. Exempt employees will not generally be notified when required to work overtime, but are expected to use appropriate judgment in determining when additional work time is necessary to fulfill the obligations of the position.

## **Temporary Employees**

Temporary or seasonal employees are those employed for short-term assignments. Short-term assignments generally are periods of three months or fewer; however, such assignments may be extended. Temporary employees are not eligible for employee benefits except those mandated by applicable law.

Please refer to the benefit summary sheet for more information.

## **Inactive Status**

Employees who are on any type of leave of absence, work-related or non-work-related, that exceeds any protected state or federal leave of absence will be placed on inactive status.

## **Health Benefits Extension**

Unless health benefits extension is covered by state or federal law, benefits will terminate according to our insurance carrier's policy. Contact the HR Manager for more information.



## **Leaves of Absence**

## **Paid Time Off**

Full time and salaried employees are entitled to paid time off (PTO) based upon their days and years of active service. Active service commences with an employee's first day of work and continues thereafter unless broken by an absence without pay, a leave of absence or termination of employment.

PTO can accrue to a maximum cap. Once this cap is reached, the employee will have a reasonable amount of time to take accrued PTO. If no PTO is taken during that reasonable amount of time period, no further PTO will accrue until some paid time off is used.

Employees become eligible to take PTO beginning on the 90th day of employment.

Employees may use accrued PTO for any reason, including vacation, illness, care for family members or other personal matters. Employees will need to schedule time off with their supervisor or manager. **Specific provisions relating to paid sick leave under California's Healthy Workplaces, Healthy Families Act, including procedures relating to notification and usage of this paid sick time, are discussed below.**

An employee whose employment terminates will be paid for accrued, unused PTO. Employees on unpaid leave do not accrue PTO. Paid time off will be accrued on the following basis:

1 hour of PTO for every 30 hours worked from the start of employment.

An employee may not use paid time off before its accrual. Employees will not be paid for any time in excess of accrued paid time off.

An employee's use of paid time off may run concurrently with other leaves pursuant to local, state or federal laws.

### **California Paid Sick Leave**

Beginning July 1, 2015, California law provides for mandatory paid sick leave under the Healthy Workplaces, Healthy Families Act (the "Act"). All employees who have worked in California for 30 or more days within a year from the start of their employment are eligible for protected paid sick time under the Act. Employees cannot be discriminated or retaliated against for requesting or using paid sick time.

Sick pay is not in addition to PTO. Premier Aquatic Services does not pay employees for unused paid sick leave.

If you have any questions about paid sick leave, please contact the HR Manager or refer to the benefits summary sheet.

**Employees hired on or before July 1, 2015:**

On July 1 2015, Premier Aquatic Services will provide **eligible employees** with three days or 24 hours of paid sick. The full amount will be placed into your leave bank at this time. However, employees are not eligible to take their paid sick time until the 90th day of employment with the Company.

Unused paid sick time will not carry over from year to year. However, Premier Aquatic Services will place three days or 24 hours of paid sick time into your leave bank on July 1 of each year. Employees will be able to access all three days or 24 hours of paid sick time at the beginning of each 12-month period.

#### **Employees hired after July 1, 2015:**

Premier Aquatic Services will provide eligible employees with three days or 24 hours of paid sick time on their first day of employment with Premier Aquatic Services. However, employees are not eligible to take their paid sick time until the 90th day of employment with the Company.

Unused paid sick time will not carry over from year to year. However, Premier Aquatic Services will place three days or 24 hours of paid sick time into your leave bank each year on your anniversary date. Employees will be able to access all three days or 24 hours of paid sick time at the beginning of each 12-month period.

#### **Qualifying Reasons for Paid Sick Leave**

Paid sick time under the Act can be used for any of the following reasons:

- Diagnosis, care or treatment of an existing health condition for an employee or covered family member, as defined below.
- Preventive care for an employee or an employee's covered family member.
- For certain specified purposes when the employee is a victim of domestic violence, sexual assault or stalking.

For purposes of paid sick leave, a covered family member includes:

- A child: Defined as a biological, foster or adopted child; a stepchild; or a legal ward, regardless of the age or dependency status of the child. A "child" also may be someone for whom you have accepted the duties and responsibilities of raising, even if he or she is not your legal child.
- A parent: Defined as a biological, foster or adoptive parent; a stepparent; or a legal guardian of an employee or the employee's spouse or registered domestic partner. A "parent" may also be someone who accepted the duties and responsibilities of raising you when you were a minor child, even if he or she is not your legal parent.
- A spouse.
- A registered domestic partner.
- A grandparent.
- A grandchild.

- A sibling.

#### **Use of Paid Sick Time and Notification**

An employee can use paid sick time for any of the above reasons protected by the Act. If the need for paid sick time is foreseeable, employees must provide advance written notification to Manager. If the need for paid sick time is not foreseeable, employees shall provide notice to Manager as soon as practicable.

An employee can also decide to use PTO for any of the above reasons. However, if an employee wants the time off to be protected paid sick time, the employee should designate the time off accordingly and provide the above-described notice. Otherwise, Premier Aquatic Services will treat the time off as PTO and not protected paid sick time.

## Sick Leave

California law provides for mandatory paid sick leave under the Healthy Workplaces, Healthy Families Act (the "Act"). This paid sick leave policy is intended to comply with the requirements of the Act.

Employees cannot be discriminated or retaliated against for requesting or using accrued paid sick time.

If you have any questions about paid sick leave, please contact the HR Manager.

### Eligible Employees

Beginning July 1, 2015, all employees who have worked in California for the same employer for 30 or more days within a year from the start of their employment will be entitled to paid sick time.

**However, employees are not eligible to take paid sick time until they have worked for the Company for 90 days from their date of hire.**

### Sick Pay Amount

Eligible employees will receive sick leave as follows:

#### **Employees hired on or before July 1, 2015:**

On July 1, 2015, Premier Aquatic Services will provide eligible employees with three days or 24 hours of paid sick time. The full amount will be placed into your leave bank at this time. You will need to meet the 90 day employment requirement before taking any leave.

*Unused paid sick time will not carry over from year to year.* However, Premier Aquatic Services will place three days or 24 hours of paid sick time into your leave bank on July 1 of each year. Employees will be able to access all three days or 24 hours of paid sick time at the beginning of each 12-month period.

#### **Employees hired after July 1, 2015:**

Premier Aquatic Services will provide eligible employees with three days or 24 hours of paid sick time on their first day of employment with Premier Aquatic Services. You will need to meet the 90 day employment requirement before taking any leave.

*Unused paid sick time will not carry over from year to year.* However, Premier Aquatic Services will place three days or 24 hours of paid sick time into your leave bank each year on your anniversary date. Employees will be able to access all three days or 24 hours of paid sick time at the beginning of each 12-month period.

The Company does not pay employees for unused paid sick time.

### **Qualifying Reasons for Paid Sick Leave**

Paid sick time can be used for the following reasons:

- Diagnosis, care or treatment of an existing health condition for an employee or covered family member, as defined below.
- Preventive care for an employee or an employee's covered family member.
- For certain, specified purposes when the employee is a victim of domestic violence, sexual assault or stalking.

For purposes of paid sick leave, a covered family member includes:

- A child defined as a biological, foster or adopted child; a stepchild; or a legal ward, regardless of the age or dependency status of the child. A "child" also may be someone for whom you have accepted the duties and responsibilities of raising, even if he or she is not your legal child.
- A "parent" defined as a biological, foster or adoptive parent; a stepparent; or a legal guardian of an employee or the employee's spouse or registered domestic partner. A parent may also be someone who accepted the duties and responsibilities of raising you when you were a minor child, even if he or she is not your legal parent.
- A spouse.
- A registered domestic partner.
- A grandparent.
- A grandchild.
- A sibling.

### **Use of Paid Sick Leave**

If the need for paid sick leave is foreseeable, employees shall provide advance oral or written notification to the Manager. If the need for paid sick leave is not foreseeable, employees shall provide notice to the Manager as soon as practicable.

An employee's use of paid sick time may run concurrently with other leaves under local, state or federal law.

Paid sick leave is a benefit that also covers absences for work-related illness or injury. Employees who have a work-related illness or injury are covered by workers' compensation insurance. However, workers' compensation benefits usually do not cover absences for medical treatment. When you report a work-related illness or injury, you will be sent for medical treatment, if treatment is necessary. You will be paid your regular wages for the time you spend seeking initial medical treatment.

Any further medical treatment will be under the direction of the health care provider. Any absences from work for follow-up treatment, physical therapy or other prescribed appointments will not be paid as time worked. If you have accrued and unused paid sick leave, you may use paid sick leave to receive pay for these absences.

If you do not have accrued, paid sick leave, or if you have used all of your sick leave, you may choose to substitute vacation/paid time off for further absences from work, related to your illness or injury.

## **Civil Air Patrol Leave**

No employee with more than 90 days of service shall be disciplined for taking time off to perform emergency duty as a volunteer in the California Civil Air Patrol. If you are a Civil Air Patrol volunteer, please alert your supervisor or manager that you may have to take time off for emergency duty. When taking time off for emergency duty, please alert your supervisor or manager before doing so, giving as much advance notice as possible.

Up to 10 days of leave for duty may be taken each year. However, leave for a single emergency mission cannot exceed three days, unless the emergency is extended by the entity in charge of the operation and the extension of leave is approved by the Company.



## **Domestic Violence, Sexual Assault or Stalking Leave and Accommodation**

Employees who are victims of domestic violence, sexual assault and stalking are eligible for unpaid leave. Although the leave is generally unpaid, employees can use their paid sick time under California's Healthy Workplaces, Healthy Families Act for the purposes described below.

You may request leave if you are involved in a judicial action, such as obtaining restraining orders, or appearing in court to obtain relief to ensure your health, safety or welfare, or that of your child. Please provide reasonable advance notice of the need for leave unless advance notice is not feasible. Contact your Manager.

Employees who are victims of domestic violence, sexual assault or stalking and need a reasonable accommodation for their safety at work should contact a Company representative with day-to-day personnel responsibilities and discuss the need for an accommodation. If you are requesting such a reasonable accommodation, you will need to submit a written statement signed by you, or by an individual acting on your behalf, certifying that the accommodation is for the purpose of your safety at work.

For reasonable accommodation requests, the Company will also require certification demonstrating that you are the victim of domestic violence, sexual assault or stalking. Any of the forms of certification described above for leave purposes will suffice. The Company may request recertification every six months from the date of the previous certification. You should notify the company if an approved accommodation is no longer needed.

The Company will engage in an interactive process with the employee to identify possible accommodations, if any, that are effective and will make reasonable accommodations unless an undue hardship will result.

Premier Aquatic Services will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave or accommodation under these provisions.

## **Domestic Violence, Sexual Assault or Stalking Leave for Treatment**

Employees who are victims of domestic violence, sexual assault or stalking are eligible for unpaid leave. Although the leave is generally unpaid, employees can use their paid sick time under California's Healthy Workplaces, Healthy Families Act for the purposes described below.

You may request leave for any of the following purposes:

- To seek medical attention for injuries caused by domestic violence, sexual assault or stalking;
- To obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence, sexual assault or stalking;
- To obtain psychological counseling related to experiencing domestic violence, sexual assault or stalking;
- 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.

Please provide reasonable advance notice of the need for leave unless advance notice is not feasible. Contact your Manager.

Premier Aquatic Services will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave under this provision.

The length of unpaid leave an employee may take is limited to 12 weeks provided for in the federal Family and Medical Leave Act of 1993 for eligible employees.

## Extended Medical Leave

A medical leave of absence may be granted for non-work-related medical disabilities (other than pregnancy, childbirth, and related medical conditions) with a doctor's written certificate of disability. Extended disability leaves will also be considered on a case-by-case basis, consistent with the Company's obligations under federal and state disability laws.

Employees should request any leave in writing as far in advance as possible. If you are granted a medical leave, Premier Aquatic Services will pay you sick pay for the period of time equivalent to your accumulated sick pay earned. You also may use any paid vacation time previously accrued if applicable.

A medical leave begins on the first day your doctor certifies that you are unable to work, and ends when your doctor certifies that you are able to return to work. Your supervisor or manager will supply you with a form for your doctor to complete, showing the date you were disabled and the estimated date you will be able to return to work. An employee returning from a medical disability leave must present a doctor's certificate declaring fitness to return to work.

If returning from a non-work-related medical leave, you will be offered the same position you held at the time your leave began, if available. If your former position is not available, a comparable position will be offered. If neither the same nor a comparable position is available, your return to work will depend on job openings existing at the time of your scheduled return. Premier Aquatic Services makes no guarantees of reinstatement, and your return will depend on your qualifications for existing openings.

California workers' compensation laws govern work-related injuries and illnesses. California pregnancy disability laws govern leaves taken because of pregnancy, childbirth, and related medical conditions. An employee that needs reasonable accommodations should contact a company representative with day-to-day personnel responsibilities and discuss the need for an accommodation.

Any leave taken under this provision qualifying as leave under the state and/or federal family and medical leave laws (FMLA/CFRA) will be counted as family/medical leave, charged to your entitlement of 12 workweeks of family/medical leave in a 12-month period, and governed by the rules relating to family/medical leave.

## Family and Medical Leave 50 or More Employees

State and federal family and medical leave laws provide up to 12 workweeks of unpaid family/medical leave within a 12-month period, under the following conditions:

- The employee has been employed with the Company for a total of at least 12 months prior to the commencement of leave. The 12 months of employment must have accumulated within the previous seven years (certain exceptions apply);
- The employee has worked at least 1,250 hours during the previous 12-month period before the need for leave\*; and
- The employee is employed at a work site where there are 50 or more employees within a 75 mile radius.

\*Special hours of service eligibility requirements apply to airline flight crew employees.

Leave may be taken for one or more of the following reasons:

- The birth of the employee's child, or placement of a child with the employee for adoption or foster care (FMLA/CFRA);
- For incapacity due to pregnancy, prenatal medical care or child birth (FMLA only);
- For a serious health condition that makes the employee unable to perform his or her job (FMLA/CFRA);
- To care for the employee's spouse, child, or parent who has a serious health condition (FMLA/CFRA);
- To care for the employee's registered domestic partner (CFRA only).

For additional information about eligibility for family/medical leave, contact the HR Manager.

### Military Family Leave Entitlements

- Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.
- Eligible employees may also take a special leave entitlement of up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. (FMLA/CFRA for 12 weeks if the care provider is eligible for both, followed by 14 weeks of (FMLA only), or 26 weeks of FMLA only if leave is not CFRA covered leave). A covered servicemember is either:
  - A current member of the Armed forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious

- injury or illness\*; or
- A veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.\*

\*The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition."

### **Calculating the 12-month Period**

For purposes of calculating the 12-month period during which 12 weeks of FMLA or qualifying exigency leaves may be taken, Premier Aquatic Services uses Calendar year.

Under most circumstances, leave under federal and state law will run at the same time and the eligible employee will be entitled to a total of 12 weeks of family and medical leave in the designated 12-month period.

For leave to care for a covered servicemember, the 12-month period begins on the first day of the leave, regardless of how the 12-month period is calculated for other leaves. Leave to care for a covered servicemember is for a maximum of 26 workweeks during a 12-month period.

### **Pregnancy, Childbirth or Related Conditions**

Leave because of the employee's disability for pregnancy, childbirth or related medical condition is not counted as time used under California law (the California Family Rights Act). However, time off because of pregnancy disability, childbirth or related medical condition does count as family and medical leave under federal law (the Family and Medical Leave Act). Employees who take time off for pregnancy disability and who are eligible for family and medical leave will also be placed on family and medical leave that runs at the same time as their pregnancy disability leave. Once the pregnant employee is no longer disabled, or once the employee has exhausted PDL and has given birth she may apply for leave under the California Family Rights Act, for purposes of baby bonding.

Any leave taken for the birth, adoption, or foster care placement of a child does not have to be taken in one continuous period of time. California Family Rights Act leave taken for the birth or placement of a child will be granted in minimum amounts of two weeks. However, the Company will grant a request for a California Family Rights Act leave (for birth/placement of a child) of less than two weeks' duration on any two occasions. The Company may also grant additional requests for leave lasting less than two weeks at its discretion. Any leave taken must be concluded within one year of the birth or placement of the child with the employee.

### **Leave Procedures**

The following procedures shall apply when an employee requests family medical leave:

- Please contact HR Manager as soon as you realize the need for family/medical leave. If the leave is based on the expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or a family member, the employee must notify the Company at least 30 days before leave is to begin. The employee must consult with his or her supervisor or manager regarding scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of the Company. Any such scheduling is subject to the approval of the health care provider of the employee or the health care provider of the employee's child, parent, or spouse.
- If the employee cannot provide 30 days' notice, the Company must be informed as soon as is practical.
- If the Family and Medical Leave Act/California Family Rights Act request is made because of the employee's own serious health condition, the Company may require, at its expense, a second opinion from a health care provider that the Company chooses. The health care provider designated to give a second opinion will not be one who is employed on a regular basis by the Company.
- If the second opinion differs from the first opinion, the Company may require, at its expense, the employee to obtain the opinion of a third health care provider designated or approved jointly by the employer and the employee. The opinion of the third health care provider shall be considered final and binding on the Company and the employee.

## **Certification**

Premier Aquatic Services requires the employee to provide certification. You will have 15 calendar days from the Company's request for certification to provide it to the Company, unless it is not practicable to do so. The Company may require recertification from the health care provider if the employee requests additional leave upon expiration of the time period in the original certification. *(For example, if an employee needs two weeks of family and medical leave, but following the two weeks needs intermittent leave, a new medical certification will be requested and required.)* If the employee does not provide medical certification in a timely manner to substantiate the need for family and medical leave, the Company may delay approval of the leave, or continuation thereof, until certification is received. If certification is never received, the leave may not be considered family and medical leave.

If the leave is needed to care for a sick child, spouse, or parent, the employee must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition;
- Estimated amount of time for care by the health care provider; and
- Confirmation that the serious health condition warrants the participation of the employee.

When both parents are employed by the Company, and request simultaneous leave for the birth

or placement for adoption or foster care of a child, the Company will not grant more than a total of 12 workweeks family/medical leave for this reason.

If an employee cites his/her own serious health condition as a reason for leave, the employee must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition; and
- Inability of the employee to work at all or to perform any one or more of the essential functions of his/her position because of the serious health condition.

If an employee is absent because of his/her own serious health condition, the Company will also require a medical release to return to work form or certification from the employee's health care provider that the employee is able to resume work.

Failure to a release to return to work certificate from the employee's health care provider will result in denial of reinstatement for the employee until the certificate is obtained.

#### **Leave Related to Military Service**

A leave taken due to a "qualifying exigency" related to military service must be supported by a certification of its necessity. A leave taken due to the need to care for a servicemember shall be supported by a certification by the servicemember's health care provider or other certification allowed by law. Special certification requirements apply to leaves related to military service.

#### **Health and Benefit Plans**

An employee taking family medical leave will be allowed to continue participating in any health and welfare benefit plans in which he/she was enrolled before the first day of the leave (for a maximum of 12 work weeks, or 26 work weeks if the leave is to care for a covered service member) at the level and under the conditions of coverage as if the employee had continued in employment for the duration of such leave. The Company will continue to make the same premium contribution as if the employee had continued working. The continued participation in health benefits begins on the date leave first begins. In some instances, the Company may recover from an employee premiums paid to maintain health coverage if the employee fails to return to work following family/medical leave.

Employees on pregnancy disability leave will be allowed to continue to participate in group health coverage for up to a maximum of four months of pregnancy disability leave (if such insurance was provided before the leave was taken) on the same terms as if you had continued to work. The right to continued group health coverage during pregnancy disability leave is a separate and distinct entitlement from the CFRA entitlement.

Payment is due on the same schedule as payments that are made under COBRA first of each month.

## **Substitution of Paid Leave**

Generally, FMLA/CFRA leave is unpaid. The Company may require, or employees may choose, to use accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the company's normal paid leave policies. For more information on those specific circumstances requiring or allowing the substitution of paid leave contact the HR Manager.

## **Reinstatement**

Under most circumstances, upon return from family/medical leave, an employee will be reinstated to his or her original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if he or she had been continuously employed rather than on leave. For example, if an employee on family/medical leave would have been laid off had he or she not gone on leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement. In addition, an employee's use of family/medical leave will not result in the loss of any employment benefit that the employee earned before using family/medical leave.

Reinstatement after family/medical leave may be denied to certain salaried "key" employees under the following conditions:

- An employee requesting reinstatement was among the highest-paid 10 percent of salaried employees employed within 75 miles of the worksite at which the employee worked at the time of the leave request;
- The refusal to reinstate is necessary because reinstatement would cause substantial and grievous economic injury to the Company's operations;
- The employee is notified of the Company's intent to refuse reinstatement at the time the Company determines the refusal is necessary; and
- If leave has already begun, the Company gives the employee a reasonable opportunity to return to work following the notice described previously.

## **Time Accrual**

Please contact HR with any questions regarding accrual of other company provided paid leave benefits (such as vacation, PTO or sick leave) during unpaid FMLA/CFRA leave.

## **Carryover**

Leave granted under any of the reasons provided by state and federal law will be counted as



family/medical leave and will be considered as part of the 12-workweek entitlement (26-workweek entitlement if leave is to care for a servicemember) in any 12-month period. No carryover of unused leave from one 12-month period to the next 12-month period is permitted.

### **Intermittent Leave**

Employees may take Family and Medical Leave Act/California Family Rights Act leave intermittently (in blocks of time, or by reducing their normal weekly or daily work schedule) if the leave is for the serious health condition of the employee or a qualifying family member and the reduced leave schedule is medically necessary as determined by the health care provider of the person with the serious health condition. The smallest increment of time that can be used for such leave is 0.

See also the discussion of Pregnancy, Childbirth or Related Medical Conditions above.

## **Jury Duty and Witness Leave**

Premier Aquatic Services encourages employees to serve on jury duty when called. Non-exempt employees will receive unpaid leave days of jury duty. Exempt employees will receive full salary unless they are absent for a full week and perform no work. You should notify your supervisor or manager of the need for time off for jury duty as soon as a notice or summons from the court is received. You may be requested to provide written verification from the court clerk of performance of jury service. If work time remains after any day of jury selection or jury duty, you will be expected to return to work for the remainder of your work schedule.

We expect you to return to your job if you are excused from jury duty during your regular working hours.

### **Fees Paid by the Court**

You may retain any mileage allowance or other fee paid by the court for jury services.

## **Military Leave**

Employees who wish to serve in the military and take military leave should contact the HR Manager for information about their rights before and after such leave. You are entitled to reinstatement upon completion of military service, provided you return or apply for reinstatement within the time allowed by law.

## **Military Spouse Leave**

Employees who work more than 20 hours per week and have a spouse in the Armed Forces, National Guard or Reserves who have been deployed during a period of military conflict are eligible for up to 10 unpaid days off when their spouse is on leave from (not returning from) military deployment.

Employees must request this leave in writing to the HR Manager within two business days of receiving official notice that their spouse will be on leave. Employees requesting this leave are required to attach to the leave request written documentation certifying the spouse will be on leave from deployment.

## Organ and Bone Marrow Donor Leave

Employees who are donors for organ or bone marrow may take paid time off as follows:

- Employees may take up to 30 business days of paid leave in any one-year period for the purpose of donating an organ to another person. The one-year period is calculated from the date the employee begins his/her leave.
- Employees may take up to 30 additional business days of unpaid leave in any one-year period for the purpose of donating an organ to another person. The one-year period is calculated from the date the employee begins his/her leave.
- Employees may take up to 5 business days of leave in any one-year period for the purpose of donating bone marrow to another person. The one-year period is calculated from the date the employee's leave begins.
- During the leave for organ/bone marrow donors, Premier Aquatic Services will continue to provide and pay for any group health plan benefits the employee was enrolled in prior to the leave of absence.
- Leave taken for the purpose of organ or bone marrow donation is not leave for the purpose of family medical leave under state law, The California Family Rights Act.
- Employees who wish to take a leave of absence to donate bone marrow or an organ will be required to provide written verification of the need for leave, including confirmation that the employee is an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.

Premier Aquatic Services requires that employees taking leave for organ donation use two weeks of accrued but unused sick leave, PTO and/or vacation.

Premier Aquatic Services requires that employees taking leave for bone marrow donation use five days of accrued but unused sick leave, PTO and/or vacation.

Once a Donor has exhausted the required paid sick, PTO and/or vacation leave, the employee will be paid for the remaining leave of absence, if additional leave is needed, up to the maximum allowed by law.

## **Personal Leave**

A personal leave of absence without pay may be granted at the discretion of Premier Aquatic Services. Requests for personal leave should be limited to unusual circumstances requiring an absence of longer than two weeks. Approved personal absences of shorter duration are not normally treated as leaves, but rather as excused absences without pay.

### **Concurrent Personal and Family/Medical Leave**

Any leave taken under this provision that qualifies as leave under the state and/or federal Family and Medical Leave Acts will be counted as family/medical leave and charged to your entitlement of 12 workweeks of family/medical leave in a 12-month period.

## Pregnancy Disability Leave Five or More Employees

If you are pregnant, have a related medical condition, or are recovering from childbirth, please review this policy. Any employee planning to take pregnancy disability leave should advise the personnel department as early as possible. The individual should make an appointment with the personnel manager to discuss the following conditions:

- Duration of pregnancy disability leave will be determined by the advice of the employee's physician, but employees disabled by pregnancy may take up to four months of leave per pregnancy (the working days you normally would work in one-third of a year or 17 1/3 weeks). Part-time employees are entitled to leave on a pro rata basis. The four months of leave includes any period of time for actual disability caused by the employee's pregnancy, childbirth, or related medical condition. This includes leave for severe morning sickness and for prenatal care, doctor-ordered bed rest, as well as other reasons. Your healthcare provider determines how much time you need for your disability.
- Premier Aquatic Services will also reasonably accommodate medical needs related to pregnancy, childbirth, or related conditions or temporarily transfer you to a less strenuous or hazardous position (where one is available) or duties if medically needed because of your pregnancy.
- Employees who need to take pregnancy disability must inform Premier Aquatic Services when a leave is expected to begin and how long it will likely last. If the need for a leave, reasonable accommodation, or transfer is foreseeable (such as the expected birth of a child or a planned medical treatment for yourself), employees must provide at least 30 days advance notice before the pregnancy disability leave or transfer is to begin. Employees must consult with the personnel manager regarding the scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of the Company. Any such scheduling is subject to the approval of the employee's health care provider;
- For emergencies or events that are unforeseeable, we need you to notify the Company, at least verbally, as soon as practical after you learn of the need for the leave.
- Failure to comply with these notice requirements may result in delay of leave, reasonable accommodation, or transfer;
- Pregnancy leave usually begins when ordered by the employee's physician. The employee must provide Premier Aquatic Services with a written certification from a health care provider for need of PDL, reasonable accommodation or transfer. The certification must be returned no later than 15 calendar days after it is requested by the Company. Failure to do so may, in some circumstances, delay PDL leave, reasonable accommodation or transfer. Please see the personnel department for a medical certification form to give to your health provider.
- Leave returns will be allowed only when the employee's physician sends a release;
- An employee will be required to use accrued sick time (if otherwise eligible to take the time) during a pregnancy disability leave. An employee will be allowed to use accrued vacation or personal time (if otherwise eligible to take the time) during a pregnancy disability leave; and

- Leave does not need to be taken in one continuous period of time and may be taken



intermittently, as needed. Leave may be taken in increments of 1 second.

If intermittent leave or leave on a reduced work schedule is medically advisable the employee may, in some instances, be required to transfer temporarily to an available alternative position that meets the employee's needs. The alternative position need not consist of equivalent duties, but must have the equivalent rate of pay and benefits. The employee must be qualified for the position. The position must better accommodate the employee's leave requirements than her regular job. Transfer to an alternative position can include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced work schedule.

Upon submission of a medical certification that an employee is able to return to work from a pregnancy disability leave, an employee will be reinstated to her same position held at the time the leave began or, in certain instances, to a comparable position, if available. There are limited exceptions to this policy. An employee returning from a pregnancy disability leave has no greater right to reinstatement than if the employee had been continuously employed.

Employees on pregnancy disability leave will be allowed to continue to participate in group health insurance coverage for up to a maximum of four months of disability leave (if such insurance was provided before the leave was taken) at the level and under the conditions that coverage would have been provided if the employee had continued in employment continuously for the duration of the leave. In some instances, an employer can recover from an employee premiums paid to maintain health coverage if the employee fails to return following pregnancy disability leave. PDL may impact other benefits or a seniority date. Please contact the personnel department for more information.

## School and Child Care Activities Leave

Employees are encouraged to participate in the school or child care activities of their child(ren).

The absence is subject to all of the following conditions:

- Time off under this policy can only be used by parents, guardians, grandparents, stepparents, foster parents or a person who stands *in loco parentis* to one or more children of the age to attend kindergarten through grade 12 or a licensed child care provider;
- The amount of time off for school or child care activities described below cannot exceed a total of 40 hours each year;
- Covered employees can use the time off to find, enroll or reenroll a child in a school or with a licensed child care provider or to participate in activities of the child's school or licensed child care provider. The time off for these purposes cannot exceed eight hours in any calendar month. Employees planning to take time off for these purposes must provide reasonable advance notice to their supervisor;
- Covered employees can also use time off to address a "child care provider or school emergency" if the employee gives notice to the employer. A child care provider or school emergency means that the employee's child cannot remain in a school or with a child care provider due to one of the following:
  - The school or child care provider has requested that the child be picked up, or has an attendance policy (excluding planned holidays) that prohibits the child from attending or requires the child to be picked up from the school or child care provider;
  - Behavioral or discipline problems;
  - Closure or unexpected unavailability of the school or child care provider, excluding planned holidays; or
  - A natural disaster, including, but not limited to, fire, earthquake or flood.
- Employees must provide their supervisor with documentation from the school or licensed child care provider verifying that they were engaged in these child related activities on the day and time of the absence;

## **School Appearances Involving Suspension**

If an employee who is the parent or guardian of a child facing suspension from school is summoned to the school to discuss the matter, the employee should alert his or her supervisor as soon as possible before leaving work. In agreement with California Labor Code Section 230.7, no discriminatory action will be taken against an employee who takes time off for this purpose.

## **Time Off for Voting**

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take off enough working time to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time, and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two hours combined. Under these circumstances, an employee will be allowed a maximum of two hours of time off during an election day without loss of pay. When possible, an employee requesting time off to vote shall give his or her supervisor at least two days notice.

## **Victims of Crime Leave**

An employee who is themselves a victim or who is the family member of a victim of certain serious crimes may take time off from work to attend judicial proceedings related to the crime or to attend proceedings involving rights of the victim.

A family member of a crime victim may be eligible to take this leave if he/she is the crime victim's spouse, parent, child or sibling. Other family members may also be covered depending on the purpose of the leave.

The absence from work must be in order to attend judicial proceedings or proceedings involving rights of the victim. Only certain crimes are covered. You must provide reasonable advance notice of your need for leave, and documentation related to the proceeding may be required. If advance notice is not possible, you must provide appropriate documentation within a reasonable time after the absence.

Any absence from work to attend judicial proceedings or proceedings involving victim rights will be unpaid, unless you choose to take paid time off.

For more information regarding this leave (including whether you are covered, when and what type of documentation is required, and which type of paid time off can be used), please contact a Company representative with day-to-day personnel responsibilities.

## **Volunteer Civil Service Personnel**

No employee shall be disciplined for taking time off to perform emergency duty as a volunteer firefighter, peace officer, or emergency rescue personnel. Employees who perform emergency duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel may also take up to a total of fourteen days unpaid leave time per calendar year to engage in required fire, law enforcement or emergency rescue training. Please alert your supervisor that you may have to take time off for emergency duty or emergency duty training. When taking time off for emergency duty, please alert your supervisor before doing so when possible.

If you are an official volunteer firefighter, reserve peace officer or emergency rescue personnel, please alert your supervisor if you have training. Volunteer firefighters, reserve peace officers and emergency rescue personnel may take up to a total of fourteen days per calendar year to engage in fire, law enforcement or emergency rescue training.

## **Benefits**

## Benefits Overview

Premier Aquatic Services is committed to providing the following benefits for eligible employees. Benefit eligibility may be dependent upon your employee classification (full-time versus part-time, for example) and on length of continuous employment at Premier Aquatic Services. Benefit eligibility requirements may also be imposed by the plans themselves.

Upon becoming eligible for certain employee benefit plans, you will receive Summary Plan Descriptions which describe the benefits in greater detail. For information regarding employee benefits and to answer any questions you may have contact the HR Manager.

The Company reserves the right to modify, amend or terminate benefits and to modify or amend benefit eligibility requirements at any time and for any reason, subject to any legal restrictions.

The Company offers the following employee benefits:

- Holiday pay
- Paid Time Off
- Sick Pay
- Retirement Plan
- Health Insurance
- Disability Insurance
- Additional benefits

Please refer to the employee benefit summary sheet or contact the HR manager for more information.



## Holidays

For the 2018 calendar year, Premier Aquatic Services observes the following paid holidays which is applicable to full time hourly managers and salaried employees.

- January 1 (New Year's Day)
- Thanksgiving Day
- Christmas Day

When a holiday falls on a Saturday or Sunday, it is usually observed on the preceding Friday or the following Monday. However, Premier Aquatic Services may grant another day off in lieu of closing. Holiday observance will be announced in advance.

Part time, seasonal and full time hourly employees employee's eligibility for holiday pay begins after completion of his or her trial period. To be eligible for holiday pay, you must be regularly scheduled to work on the day on which the holiday is observed and must work your regularly scheduled working days immediately preceding and immediately following the holiday, unless an absence on either day is approved in advance by your supervisor or the absence is otherwise protected by law. If you are required to work on a paid scheduled holiday you will receive 1.5x normal pay rate as a part time hourly employee or full time hourly employee. Full time hourly managers will receive 2x normal pay.

Please refer to the employee benefit sheet for more information.

## **External Employee Education**

Some employees may need to attend training programs, seminars, conferences, lectures, meetings, or other outside activities for the benefit of Premier Aquatic Services or the individual employees. Attendance at such activities, whether required by the Company or requested by individual employees, requires the written approval of the general manager. To obtain approval, any employee wishing to attend an activity must submit a written request detailing all relevant information, including date, hours, location, cost, expenses, and the nature, purpose, and justification for attendance.

Attendance at any such event is subject to the following policies on reimbursement and compensation. For attendance at events required or authorized by the Company, customary and reasonable expenses will be reimbursed upon submission of proper receipts. Acceptable expenses generally include registration fees, materials, meals, transportation, and parking. Reimbursement policies regarding these expenses should be discussed with the general manager in advance.

Employee attendance at authorized outside activities will be considered hours worked for non-exempt employees and will be compensated in accordance with normal payroll practices.

This policy does not apply to an employee's voluntary attendance, outside of normal working hours, at formal or informal educational sessions, even if such sessions generally may lead to improved job performance. While Premier Aquatic Services generally encourages all employees to improve their knowledge, job skills, and promotional qualifications, such activities do not qualify for reimbursement or compensation under this policy unless prior written approval is obtained as described previously.

## **Paid Family Leave**

Employees may be eligible for Paid Family Leave (PFL) wage replacement benefits, which are funded through payroll deductions and coordinated through the Employment Development Department. PFL provides limited compensation for up to six weeks after an unpaid, seven-day waiting period when an employee needs to take leave from work to care for a parent, parent-in-law, child, spouse, registered domestic partner, grandparent, grandchild, or sibling who is seriously ill, or for a working parent who wants time to bond with his or her newborn, foster child or newly adopted child. Effective July 1, 2020 up to eight weeks.

The PFL program does not provide employees with a right to a leave of absence; it is limited to a state-mandated wage replacement benefit.

## **Lactation Policy**

Premier Aquatic Services accommodates lactating employees by providing a reasonable amount of break time to any employee who desires to express breast milk for an infant child. The break time shall, if possible, run concurrently with any break time already provided to the employee. Any break time provided to express breast milk that does not run concurrently with break time already provided to the employee shall be unpaid. However, if providing such break time would seriously disrupt the operations of our business, we may deny break time to employees who wish to express breast milk.

We will make reasonable efforts to provide employees who need a lactation accommodation with the use of a room or other private location that is located close to the employee's work area in accordance with California Law. Employees with private offices will be required to use their offices to express breast milk.

Employees who desire lactation accommodations should contact their supervisor or Human Resources to request further accommodations.

Discrimination on the basis of sex includes discrimination based on breastfeeding and related medical conditions and is unlawful.

## **Workers' Compensation**

Premier Aquatic Services, in accordance with state law, provides insurance coverage for employees in case of work-related injury. The workers' compensation benefits provided to injured employees may include:

- Medical care;
- Cash benefits, tax free, to replace lost wages; and
- Assistance to help qualified injured employees return to suitable employment.

To ensure that you receive any workers' compensation benefits to which you may be entitled, you will need to:

- Immediately report any work-related injury to your supervisor;
- Seek medical treatment and follow-up care if required;
- Complete a written *Employee's Claim for Workers' Compensation Benefits* (DWC Form 1) and return it to HR Manager; and
- Provide the Company with a certification from your health care provider regarding the need for workers' compensation disability leave, as well as your eventual ability to return to work from the leave.

Upon submission of a medical certification that an employee is able to return to work after a workers' compensation leave, the employee under most circumstances will be reinstated to his or her same position held at the time the leave began, or to an equivalent position, if available. An employee returning from a workers' compensation leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if the employee on workers' compensation leave would have been laid off had he or she not gone on leave, or if the employee's position has been eliminated or filled in order to avoid undermining the Company's ability to operate safely and efficiently during the leave, and no equivalent or comparable positions are available, then the employee would not be entitled to reinstatement.

An employee's return depends on his or her qualifications for any existing openings. If, after returning from a workers' compensation disability leave, an employee is unable to perform the essential functions of his or her job because of a physical or mental disability, the Company's obligations to the employee may include reasonable accommodation, as governed by the Americans with Disabilities Act.

The law requires Premier Aquatic Services to notify the workers' compensation insurance company of any concerns of false or fraudulent claims.

### **Company-Provided Physician**

Premier Aquatic Services provides medical treatment for work-related injuries through a medical

provider network, AmTrust Group which the company has chosen to provide medical care to injured employees because of their experience in treating work-related injuries.

### **Workers' Compensation and FMLA/CFRA**

Employees who are ill or injured as a result of a work-related incident, and who are eligible for family and medical leave under state and federal law (Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA)), will be placed on FMLA/CFRA during the time they are disabled and not released to return to work. The leave under these laws runs concurrently, and eligible employees will be on FMLA/CFRA for a maximum of 12 weeks in a 12-month period 12-month period measured forward from the date an employee first took family leave.

### **Paid Sick Leave and Workers' Compensation Benefits**

Paid sick leave is a benefit that also covers absences for work-related illness or injury. Employees who have a work-related illness or injury are covered by workers' compensation insurance. However, workers' compensation benefits usually do not cover absences for medical treatment. When you report a work-related illness or injury, you will be sent for medical treatment, if treatment is necessary. You will be paid your regular wages for the time you spend seeking initial medical treatment.

Any further medical treatment will be under the direction of the health care provider. Any absences from work for follow-up treatment, physical therapy or other prescribed appointments will not be paid as time worked. If you have accrued and unused sick leave, you may choose to substitute paid sick leave for any time that would otherwise be unpaid.

If you do not have accrued, paid sick leave, or if you have used all of your sick leave, you may choose to substitute vacation/paid time off for further absences from worked, related to your illness or injury.

# **Management**

## **Employee Property**

An employee's personal property, including but not limited to lockers, packages, purses, and backpacks, may be inspected upon reasonable suspicion of unauthorized possession of Premier Aquatic Services property, possession of dangerous weapons or firearms, or abuse of the Company's drug and alcohol policy.



## **Employment of Relatives**

Relatives of employees may be eligible for employment with Premier Aquatic Services only if individuals involved do not work in a direct supervisory relationship, or in job positions in which there is a conflict of interest. The Company defines "relatives" as spouses, registered domestic partners, children, siblings, parents, in-laws, and step-relatives. Present employees who marry or become registered domestic partners will be permitted to continue working in the job position held only if they do not work in a direct supervisory relationship with one another or in job positions involving conflict of interest.

# Names and Addresses Policy

Premier Aquatic Services is required by law to keep current all employees' names and addresses.

It is the responsibility of each employee to promptly change/add any personal information using the ADP app. If you have questions, please notify Human Resources. 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, promptly make the changes needed or contact the Human Resource department as soon as possible:

- Legal name
- Mailing address
- Telephone number(s)
- Exemptions on your tax forms
- Emergency contact(s)
- Training certificates

## Open-Door Policy

Suggestions for improving Premier Aquatic Services are always welcome. At some time, you may have a complaint, suggestion, or question about your job, your working conditions, or the treatment you are receiving. Your complaints, questions, and suggestions also are of concern to the Company.

If you have a complaint, suggestion or question, speak with your immediate supervisors as soon as possible. If you are not comfortable speaking to your immediate supervisor, please bring the issue to the personnel manager or HR manager.

Moreover, if you have raised the issue and If the problem persists, you may present it to the personnel manager, who will investigate and provide a solution or explanation.

If you believe it would be inappropriate to report the matter to your supervisor, you can report it directly to: Human Resource Manager, [Danielle@swimoc.com](mailto:Danielle@swimoc.com) (949) 716.3333 X 1012.

If the problem is not resolved, you may also present the problem to the owner of Premier Aquatic Services, who will attempt to reach a final resolution.

While a written complaint will assist us in investigating your concerns, it is not required that you put your complaint in writing. If you need assistance with your complaint, or you prefer to make a complaint in person, contact your Manager.

This procedure, which we believe is important for both you and the Company, cannot guarantee that every problem will be resolved to your satisfaction. However, Premier Aquatic Services values your observations and you should feel free to raise issues of concern without the fear of retaliation.

## **Performance Evaluations**

Each employee will receive periodic performance reviews conducted by his or her supervisor or manager. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude, and your attitude toward others. The performance evaluations are intended to make you aware of your progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of Premier Aquatic Services and depend upon many factors in addition to performance. After the review, you will be required to sign the evaluation report simply to acknowledge that it has been presented to you, that you have discussed it with your supervisor or manager, and that you are aware of its contents.

## Personnel Records

You have a right to inspect or receive a copy of the personnel records that Premier Aquatic Services maintains relating to your performance or to any grievance concerning you. Certain documents may be excluded or redacted from your personnel file by law, and there are legal limitations on the number of requests that can be made.

Any request to inspect or copy personnel records must be made in writing to the HR Manager. You can obtain a form for making such a written request from the HR Manager.

You may designate a representative to conduct the inspection of the records or receive a copy of the records. However, any designated representative must be authorized by you in writing to inspect or receive a copy of the records. Premier Aquatic Services may take reasonable steps to verify the identity of any representative you have designated in writing to inspect or receive a copy of your personnel records.

The personnel records may be made available to you either at the place where you work or at a mutually agreeable location (with no loss of compensation for going to that location to inspect or copy the records). The records will be made available no later than 30 calendar days from the date Premier Aquatic Services receives your written request to inspect or copy your personnel records (unless you/your representative and Premier Aquatic Services mutually agree in writing to a date beyond 30 calendar days but no later than 35 calendar days from receipt of the written request).

If you request a copy of the contents of your file, you will be charged the actual cost of copying.

Disclosure of personnel information to outside sources, other than your designated representative, will be limited. However, Premier Aquatic Services will cooperate with request from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.

## **Workplace Privacy - Audio/Video Recordings**

Due to concerns regarding the potential for invasion of privacy, sexual or other harassment, and protection of proprietary or confidential information, employees may not use any audio or video recording devices while on working time. Employees also may not use any audio or video recordings in work areas that Premier Aquatic Services has identified as confidential, secure or private, unless the employee is engaged in protected activity related to improving the terms and conditions of his/her employment, such as documenting health and safety issues.

The company uses or may use video surveillance in public areas (not in restrooms, locker rooms or changing areas). The video surveillance will not include sound recording.

**Company Property**

## Electronic and Social Media

This policy is intended to protect the Company's computer systems and electronic information.

For purposes of these policies, the following definitions apply: "Computers" are defined as desktop computers, laptops, handheld devices (including but not limited to iPhones, Black berries, smart phones, iPads, and other electronic tablets and cell phones), computer software/hardware and servers, and

- Cell phones
- iPads

Premier Aquatic Services also uses various forms of "electronic communication." "Electronic communications" includes e-mail, text messages, telephones, cell phones and other handheld devices (such as cell phones, Blackberries or smart phones or writing tablets or iPads), fax machines, and online services including the Internet.

"Electronic information" is any information created by an employee using computers or any means of electronic communication, including but not limited to, data, messages, multimedia data, and files.

The following general policies apply:

- Computers and all data transmitted through Premier Aquatic Services servers are Company property owned by the Company for the purpose of conducting Company business. These items must be maintained according to Premier Aquatic Services rules and regulations. Computers must be kept clean and employees must exercise care to prevent loss and damage. Prior authorization must be obtained before any Company property may be removed from the premises.
- All electronic communications also remain the sole property of Premier Aquatic Services and are to be used for Company business. For example, email messages are considered Company records.
- Electronic information created by an employee using any computer or any means of electronic communication is also the property of Premier Aquatic Services and remains the property of Premier Aquatic Services.
- Information stored in Premier Aquatic Services computers and file servers, including without limitation Customer lists and information  
Vendor lists and information  
Confidential company information  
Employee information is the property of the Company and may not be distributed outside the Company in any form whatsoever without the written permission of the Owner.
- Violation of any of the provisions of this policy, whether intentional or not, will subject Premier Aquatic Services employees to disciplinary action, up to and including termination.



## **Monitoring of Company Property**

Premier Aquatic Services reserves the right to inspect all Company property to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence. Premier Aquatic Services computers and all electronic communications and electronic information are subject to monitoring and no one should expect privacy regarding such use. The Company reserves the right to access, review and monitor electronic files, information, messages, text messages, e-mail, Internet history, browser-based webmail systems and other digital archives and to access, review and monitor the use of computers, software, and electronic communications to ensure that no misuse or violation of Company policy or any law occurs. E-mail may be monitored by the Company and there is no expectation of privacy. Assume that e-mail may be accessed, forwarded, read or heard by someone other than the intended recipient, even if marked as "private."

Employee passwords may be used for purposes of security but the use of a password does not affect the Company's ownership of the electronic information or ability to monitor the information. The Company may override an employee's password for any reason.

Employees are not permitted to access the electronic communications of other employees or third parties unless directed to do so by Premier Aquatic Services management.

## **Prohibited Use**

All existing Company policies apply to employee use of computers, electronic communications, electronic information, and the Internet. This includes policies that deal with misuse of Company assets or resources. It is a violation of Premier Aquatic Services policy to use computers, electronic communications, electronic information, or the Internet, in a manner that: is discriminatory harassing or obscene; constitutes copyright or trademark infringement; violates software licensing rules; is illegal; or is against Premier Aquatic Services policy. It is also a violation of policy to use computers, electronic communications, electronic information, or the Internet to communicate confidential or sensitive information or trade secrets.

The display of any kind of sexually explicit multimedia content, message, or document on any Company computer is a violation of the Company's policy against sexual harassment. This description of prohibited usage is not exhaustive and it is within the discretion of Premier Aquatic Services to determine if there has been a violation of this policy. Employees that engage in prohibited use will be subject to discipline and/or immediate termination.

This policy is not intended to limit the ability of employees to discuss with other employees the terms and conditions of their employment, including such topics as wages, job performance, workload, supervisors, or staffing.

## **Computer and Internet Use**

Premier Aquatic Services provides computers, electronic communications, electronic information and information technology resources, including the Internet, to its employees to help them do their job. Company provided computers; electronic communications, electronic information and the Internet are only to be used only for work-related purposes. No personal use of this Company property is permitted at any time. However, this policy is not intended to limit the ability of employees to use Company email systems to communicate with other employees regarding the terms and conditions of their employment, including such topics as wages, job performance, workload, supervisors or staffing.

## **Social Media**

Premier Aquatic Services does not use nor does it condone the use of social media in the workplace for any purpose. Social media is a set of Internet tools that aid in the facilitation of interaction between people online. If you have specific questions about which programs the Company deems to be social media, consult with the HR Manager.

Use of Internet based programs such as Facebook, Linked In, and Twitter (this is not meant to be an exhaustive list) is a violation of Company policy and use of Company property (including computers or handheld devices) to access social media tools or programs during working time on the work premises can result in discipline up to and including termination.

Employees can use their own personal devices to engage in social media during non-working times, such as breaks and meal periods; however, all other Company policies against inappropriate usage, including the Company's no tolerance for discrimination, harassment or retaliation in the workplace, and protection of confidential or trade secret information apply.

Nothing in the Company's social media policy is designed to interfere with, restrain or prevent employee communications regarding wages, hours or other terms and conditions of employment.

## **Employee-owned Devices**

Premier Aquatic Services recognizes that occasional use of the employee's own computers (including hand held devices) and electronic communications may occur during working time. The Company allows such occasional personal use as long as the usage does not interfere with the employee's work performance, take away from work time or violate any Company policy. All other company policies, including the Company's no tolerance for discrimination, harassment or retaliation in the workplace apply. Premier Aquatic Services reserves the right to adjust this policy on a case by case basis as it deems appropriate.

## Employer Property

Lockers, furniture, desks, computers, cell phones, data processing equipment/software, vehicles etc are Premier Aquatic Services property and must be maintained according to Company rules and regulations. They must be kept clean and are to be used only for work-related purposes. Premier Aquatic Services reserves the right to inspect all Company property including computer or phone data or messages to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence. Prior authorization must be obtained before any Company property may be removed from the premises.

Company voice mail and/or electronic mail (e-mail) including texting, pagers and mobile email are to be used for business purposes. Premier Aquatic Services reserves the right to monitor voice mail messages, and e-mail messages, and texts to ensure compliance with this rule, without notice to the employee and at any time, not necessarily in the employee's presence.

Premier Aquatic Services may periodically need to assign and/or change "passwords" and personal codes for

- Email
- Computers
- Lock box
- Voicemail
- Cell phones
- Websites

These communication technologies and related storage media and databases are to be used only for Company business and they remain the property of Premier Aquatic Services.

Premier Aquatic Services reserves the right to keep a record of all passwords and codes used and/or may be able to override any such password system. Messages on the company voice-mail and email systems are subject to the same company policies against discrimination and harassment as are any workplace communications. Offensive, harassing or discriminatory content in such messages will not be tolerated.

For security reasons, employees should not leave personal belongings of value in the workplace. Terminated employees should remove any personal items at the time they leave Premier Aquatic Services. Personal items left in the workplace are subject to disposal if not claimed at the time of an employee's termination.

## **Guests and Visitors**

Visits from friends and family are to be kept to a minimum, in order to preserve an appropriate work environment. It is extremely important that the impression left with Premier Aquatic Services visitors is that of a professional organization with the highest standards of conduct.

The Company reserves its right in its sole discretion to deny such a request for reasons including, but not limited to, the requested guest or visitor has been disruptive in the past, there is a special event scheduled on the date(s) requested, or the work environment is not appropriate for the visitor or guest due to safety or other reasons.

## **Housekeeping**

All employees are expected to keep their work areas clean and organized. People using common areas such as lunch rooms, locker rooms, and restrooms are expected to keep them sanitary. Please clean up after meals and dispose of trash properly.

## **Off-Duty Use of Facilities**

Employees are prohibited from remaining on Premier Aquatic Services premises or making use of Company facilities while not on duty. Employees are expressly prohibited from using Company facilities, Company property, or Company equipment for personal use. This policy is not intended to limit the ability of employees to use the Company's email systems to communicate with other employees regarding the terms and conditions of their employment during non-working times, including such topics as wages, job performance, workload, supervisors or staffing.

## **Parking**

Employees may park their vehicles in designated areas, if space permits. If space is unavailable, employees must park in permissible public areas in the vicinity of Premier Aquatic Services property. Employees may not use parking areas specifically designated for customers, vendors, Company vehicles, or reserved for managers. Premier Aquatic Services is not responsible for any loss or damage to employee vehicles or contents while parked on Company property.

## **Prohibiting Personal Use of Company Cell Phone**

Cell phones (including handheld devices and smart phones such as iPhones) may be provided to some employees to assist them in performing their job. Cell phones are company property. Data (including web browsing), messages (including voice mail, mobile email, and text messaging), and other stored electronic information is subject to monitoring and the employee does not have an expectation of privacy in the use of this Company property.

The Company may ask you to assign a password to your Company cell phone to prevent unauthorized access. This password does not affect the Company's ownership of the cell phone or ability to monitor the information.

Company cell phones must not be used in any manner that violates any other Company policy, including safety policies, confidentiality policies, electronic and social media policies, and policies against discrimination and harassment.

Employees who are provided a Company cell phone may use it to send and receive occasional and limited personal communications. Any personal usage of a Company-issued cell phone must not interfere with the employee's work performance, take away from work time, or violate any Company policy, including policies against harassment, discrimination and disclosure of confidential or trade secret information. Employees are responsible for paying for additional time or data usage in excess of any rate plan maintained by the Company and unrelated to performance of job duties or following Company directions.



## **Smoking**

Smoking is prohibited at this workplace. The smoking prohibition applies to all smoking devices, including, but not limited to, the use of electronic smoking devices, such as electronic cigarettes, pipes, hookahs, and vaping devices.

## **Solicitation and Distribution of Literature**

In order to ensure efficient operation of the Company's business and to prevent disruption to employees, we have established control of solicitations and distribution of literature on Company property. Premier Aquatic Services has enacted rules applicable to all employees governing solicitation, distribution of written material, and entry onto the premises and work areas. All employees are expected to comply strictly with these rules. Any employee who is in doubt concerning the application of these rules should consult with his or her supervisor.

No employee shall solicit or promote support for any cause or organization during his or her working time or during the working time of the employee or employees at whom such activity is directed. No employee shall distribute or circulate any written or printed material in work areas at any time, or during his or her working time or during the working time of the employee or employees at whom such activity is directed.

Under no circumstances will non-employees be permitted to solicit or to distribute written material for any purpose on Company property.

## **Employee Conduct**

## **Conducting Personal Business**

Employees are to conduct only Premier Aquatic Services business while at work. Employees may not conduct personal business or business for another employer during their scheduled working hours.

# Confidential Information

**Each employee is responsible for safeguarding the confidential information obtained during employment.**

In the course of your work, you may have access to trade secrets or similarly protected proprietary or confidential information regarding Premier Aquatic Services's business (such as financial data, research and development, marketing, business plans or strategies, suppliers, business partners or customers). You have a responsibility to prevent revealing or divulging any such information unless it is necessary for you to do so in the performance of your duties or as required by law.

Access to, or disclosure of, confidential information should be on a "need-to-know" basis and must be authorized by your supervisor. Any breach of this policy will not be tolerated and legal action may be taken by the Company.

This policy does not prohibit employees from confidentially disclosing trade secret, proprietary or confidential information to federal, state and local government officials, or to an attorney, when done to report or investigate a suspected violation of the law. Employees may also disclose the information in certain court proceedings if specific procedures to protect the information are followed. Nothing in this policy is intended to conflict with 18 U.S.C. sec. 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. sec. 1833(b).

## **Conflicts of Interest**

All employees must avoid situations involving actual conflict of interest. Personal or romantic involvement with a competitor, supplier, or subordinate employee of Premier Aquatic Services, which impairs an employee's ability to exercise good judgment on behalf of the Company, can create an actual conflict of interest. Supervisor-subordinate romantic or personal relationships also can lead to supervisory problems, possible claims of sexual harassment, and morale problems.

An employee involved in any of the types of relationships or situations described in this policy should immediately and fully disclose the relevant circumstances to his or her immediate supervisor, or any other appropriate supervisor, for a determination about whether an actual conflict exists. If an actual conflict is determined, Premier Aquatic Services may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action.

## Customer Relations

Employees are expected to be polite, courteous, prompt, and attentive to every customer. When an employee encounters an uncomfortable situation that he or she does not feel capable of handling, the general manager should be called immediately.

Ours is a service business and all of us must remember that the customer always comes first. Our customers ultimately pay all of our wages. Remember, while the customer is not always right, the customer is never wrong.

Customers are to be treated courteously and given proper attention at all times. Never regard a customer's question or concern as an interruption or an annoyance. You must respond to inquiries from customers, whether in person or by telephone, promptly and professionally.

Never place a telephone caller on hold for an extended period. Direct incoming calls to the appropriate person and make sure the call is received.

Through your conduct, show your desire to assist the customer in obtaining the help he or she needs. If you are unable to help a customer, find someone who can.

All correspondence and documents, whether to customers or others, must be neatly prepared and error-free. Attention to accuracy and detail in all paperwork demonstrates your commitment to those with whom we do business.

Never argue with a customer. If a problem develops or if a customer remains dissatisfied, ask your supervisor or the general manager to intervene.

## Dress Codes and Other Personal Standards

Employees are expected to wear clothing appropriate for the nature of our business and the type of work performed. Clothing should be neat, clean and tasteful. Avoid clothing that can create a safety hazard. Department managers may issue more specific guidelines.

Because each employee is a representative of Premier Aquatic Services in the eyes of the public, each employee must report to work properly groomed and wearing appropriate clothing. Employees are expected to dress neatly and, in a manner, consistent with the nature of the work performed.

All clothing should be clean and without rips or holes. Employees who report to work inappropriately dressed may be asked to clock out and return in acceptable attire.

All employees required to wear uniforms provided by Premier Aquatic Services must take care of their uniforms and report any wear or damage to their supervisors. Instructions regarding cleaning and maintenance of uniforms will be provided. Supervisors will inform you of additional requirements regarding acceptable attire. Certain employees may be required to wear safety equipment or clothing. Any deviations from these guidelines must be approved by your supervisor.

This dress code policy will not be enforced in a manner that discriminates against anyone based on a protected class, such as race, sex, gender identity or gender expression, religion, national origin or any other class protected by federal, state or local law. For more information, see the *Harassment, Discrimination and Retaliation Prevention* policy. Employees who need a reasonable accommodation because of religious beliefs, observances or practices should contact a company representative with day-to-day personnel responsibility and discuss the need for accommodation.



## Drug and Alcohol Abuse

Premier Aquatic Services is concerned about the use of alcohol, marijuana, illegal drugs or controlled substances as it affects the workplace. Use of these substances, whether on or off the job can detract from an employee's work performance, efficiency, safety, and health, and seriously impair Company operations. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and exposes the Company to the risks of property loss or damage, or injury to other persons.

The following rules and standards of conduct apply to all employees while on Company property, at work, or working on Company business. The following are strictly prohibited by Company policy:

- Being under the influence of, or impaired by, an illegal or controlled substance, alcohol or marijuana while on the job.
- Using or possessing illegal or controlled substances, alcohol or marijuana while on the job (including the illegal use of prescription drugs and possessing drug paraphernalia)
- Distributing, selling, or purchasing of an illegal or controlled substance, alcohol or marijuana while on the job.

Violation of these rules and standards of conduct will not be tolerated. Premier Aquatic Services also may bring the matter to the attention of appropriate law enforcement authorities.

In order to enforce this policy, Premier Aquatic Services reserves the right to conduct searches of Company property or employees and/or their personal property, and to implement other measures necessary to deter and detect abuse of this policy.

An employee's conviction on a charge of illegal sale or possession of any controlled substance while off Company property will not be tolerated because such conduct, even though off duty, reflects adversely on Premier Aquatic Services. In addition, the Company must keep people who sell or possess controlled substances off Company premises in order to keep the controlled substances themselves off the premises.

Premier Aquatic Services will encourage and reasonably accommodate employees with alcohol, marijuana or drug dependencies to seek treatment and/or rehabilitation. Employees desiring such assistance should request a treatment or rehabilitation leave. The Company is not obligated, however, to continue to employ any person whose performance of essential job duties is impaired because of drug, alcohol or marijuana use. Additionally, employees who are given the opportunity to seek treatment and/or rehabilitation, but fail to successfully overcome their dependency or problem, will not automatically be reemployed or be given a second opportunity to seek treatment and/or rehabilitation. This policy on treatment and rehabilitation is not intended to affect the Company's treatment of employees who violate the regulations described previously. Rather, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.

## **Off-Duty Conduct**

While Premier Aquatic Services does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the Company's legitimate business interests.

Off-duty conduct by an employee that directly conflicts with the Company's essential business interests and disrupts business operations will not be tolerated.

## **Other Employment**

While employed by Premier Aquatic Services, employees are expected to devote their energies to their jobs with the Company.

Employment that directly conflicts with the Company's essential business interests and disrupts business operations is strictly prohibited.

Employees who wish to engage in additional employment that may create a real conflict of interest must submit a written request to Premier Aquatic Services explaining the details of the additional employment. If the additional employment is authorized, Premier Aquatic Services assumes no responsibility for it. Premier Aquatic Services shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

## **Political Activity**

Many employees participate in political activities on their own time. Company time, facilities, property or equipment (including all computers, networks, and electronic equipment) must not be used for an employee's outside political activities. Premier Aquatic Services will not reimburse any employee for political contributions, and employees should not attempt to receive or facilitate such reimbursements.

Absent a formal statement by Premier Aquatic Services announcing any political endorsements, employees must not, through their own actions, speech, contributions, or written communication, mislead others to believe that Premier Aquatic Services officially endorses or opposes any candidates for political office that Premier Aquatic Services itself has not publicly announced. Company employees are entitled to their own personal position.

The Company will not discriminate against employees based on their lawful political activity engaged in outside of work.

## **Prohibited Cell Phone Use**

Employees may not use cell phones while on working time out of concerns for invasion of privacy, sexual or other harassment, protection of proprietary or confidential information, productivity, and workplace security. Employees also may not use cell phones containing audio or video recording devices or cameras in the following work areas that the Company has designated as confidential, secure or private, unless the employee is engaged in protected activity related to improving the terms and conditions of his or her employment, such as documenting health and safety issues.

## Prohibited Conduct

Employees are expected to conduct themselves in a manner to further the Company's objectives. The following conduct is prohibited and will not be tolerated by Premier Aquatic Services. This list of prohibited conduct is illustrative only; other types of conduct that threaten security, personal safety, employee welfare and Company operations also may be prohibited and will result in disciplinary action up to and including termination.

- Falsifying employment records, employment information, or other Company records;
- Inefficient or careless performance of job responsibilities or inability to perform job duties satisfactorily;
- Recording the work time of another employee or allowing any other employee to record your work time, or falsifying any timecard, either your own or another employee's;
- Theft and deliberate or careless damage or destruction of any Company property, or the property of any employee or customer;
- Removing or borrowing Company property without prior authorization;
- Unauthorized use or misuse of Company equipment, time, materials, or facilities;
- Provoking a fight or fighting during working hours or on Company property;
- Participating in horseplay or practical jokes on Company time or on Company premises;
- Carrying firearms or any other dangerous weapons on Company premises at any time;
- Engaging in criminal conduct whether or not related to job performance;
- Causing, creating or participating in a disruption of any kind during working hours on Company property;
- Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward a supervisor or member of management;
- Using abusive, threatening or intimidating language at any time on Company premises;
- Violation of Company punctuality and attendance policies. Absences protected by state or federal law do not count as violations of this policy. Protected paid sick time under California law does not count as a violation of this policy;
- Failing to obtain permission to leave work for any reason during normal working hours, not including meal periods;
- Failing to observe working schedules, including rest and lunch periods;
- Sleeping or malingering on the job;
- Making or accepting personal telephone calls, including cell phone calls, of more than three minutes in duration during working hours, except in cases of emergency or extreme circumstances;
- Working overtime without authorization or refusing to work assigned overtime;
- Violation of dress standards;
- Violating any safety, health, security or Company policy, rule, procedure or violation of the Company's drug and alcohol policy;
- Committing a fraudulent act or a breach of trust under any circumstances;
- Violating the Company's anti-harassment or equal employment opportunity policies; and
- Failing to promptly report work-related injury or illness.

This statement of prohibited conduct does not alter the Company's policy of at-will employment. Either you or Premier Aquatic Services remain free to terminate the employment relationship at any time, with or without reason or advance notice.

## **Prohibited Use of Company Cell Phone While Driving**

In the interest of the safety of our employees and other drivers, Premier Aquatic Services employees are prohibited from using cell phones (including all smart phones) or other wireless communication devices (including laptops) while driving on Company business and/or Company time. This prohibition includes any use of the cell phone or other wireless communications device, such as answering or placing calls, engaging in conversations, texting, Web browsing or using any smart phone application while driving.

If your job requires that you keep your cell phone or other wireless communication device turned on while you are driving, you must use a hands-free, voice-operated device at all times. Under no circumstances should employees place phone calls while operating a motor vehicle while driving on Company business and/or Company time. Violating this policy is a violation of law and a violation of Company rules.

### **Employees Under Age 18**

A person under the age of 18 years is prohibited from driving a motor vehicle while using a wireless telephone, even if equipped with a hands-free device, or while using a mobile service device. The prohibition would not apply to such a person using a wireless telephone or a mobile service device for emergency purposes. Violating this policy is a violation of law and a violation of Company rules.

Writing, sending, or reading text-based communication - including text messaging, instant messaging, e-mail, web browsing and use of smart phone applications - on a wireless device or cell phone while driving is also prohibited under this policy. Violating this policy is a violation of law and a violation of Company rules.

You must also safely pull off the road before conducting Company business.



## **Punctuality and Attendance**

As an employee of Premier Aquatic Services, you are expected to be punctual and regular in attendance. Any tardiness or absence causes problems for your fellow employees and your supervisor. When you are absent, your assigned work must be performed by others.

Employees are expected to report to work as scheduled, on time, and prepared to start work. Employees also are expected to remain at work for their entire work schedule, except for meal periods or when required to leave on authorized Company business. Late arrivals, early departures or other unanticipated and unapproved absences from scheduled hours are disruptive and must be avoided.

If you are unable to report for work on any particular day, you must provide reasonable advance notice to your supervisor before the time you are scheduled to begin working for that day. You must inform your supervisor of the expected duration of any absence. If you fail to provide reasonable advance notice before your scheduled time to begin work and do not arrive in time for your assigned shift, you will be considered tardy for that day. If the circumstances for your tardiness or absence were unforeseen, inform your supervisor as soon as practicable of the reason for the tardiness or absenteeism.

Excessive absenteeism or tardiness, providing false information or abuse of leave laws will not be tolerated. Generally, if you fail to report for work without any notification to your supervisor and your absence continues for a period of one day, Premier Aquatic Services will consider that you have voluntarily abandoned or quit your employment.

**Absences protected by local, state and federal law do not count as a violation of the punctuality and attendance policy. Paid sick time protected under California law does not count as a violation of this policy.**

## **Wages**

## **Payment of Wages**

Paychecks are normally available every other Friday. If you observe an error on your check, please report it immediately to the HR manager.

All employees of Premier Aquatic Services are paid every other Friday unless otherwise communicated for work performed during the previous two-week pay period. If a regular payday falls on a holiday, employees will be paid on the workday before or after the holiday. However, there may be circumstances that this might not occur.

Settlement of commissions and payment of bonuses and incentives based on monthly financial statements are made annually upon review.

Premier Aquatic Services offers automatic payroll deposit. You may begin and stop automatic payroll deposit at any time. To begin automatic payroll deposit, you must complete a form (available from the HR manager) and return it to payroll at least 10 days before the pay period for which you would like the service to begin. You should carefully monitor your payroll deposit statements for the first two pay periods after the service begins.

To stop automatic payroll deposit, you must contact the HR manager at least 10 days before the pay period for which you would like the service to end. You will receive a regular payroll check on the first pay period after you have contacted the HR manager, provided you made contact no later than 10 days before the end of the pay period.

## **Timekeeping Requirements**

All nonexempt employees are required to use a Scheduling system to record time worked for payroll purposes. All time worked must be accurately reported on your time record.

Employees must record their own time at the start and at the end of each work period. Employees must clock out for their meal period and record the start and end of the meal period.

Employees are not allowed to work "off the clock." Working off the clock violates company policy. Any work performed before or after a regularly scheduled shift must be approved in advance by your supervisor. If you perform any off-the-clock work, please report the work to your supervisor.

Employees also must record their time whenever they leave the building for any reason other than Premier Aquatic Services business.

Employees will be required to certify that their time record is accurate.

Any handwritten marks or changes on the timecard must be initialed by a supervisor. Punching another employee's timecard, allowing another employee to punch your timecard, or altering a timecard is not permissible and is subject to disciplinary action.

Any errors on your timecard should be reported immediately to your supervisor.

Please also refer to Premier Aquatic Services's Meal and Rest Break Policy.

## **Reporting-Time Pay**

Premier Aquatic Services will comply with all applicable regulations regarding reporting-time pay for nonexempt employees.

Premier Aquatic Services will pay a minimum of two hours of pay to employees who are required to report to work on a day other than their normally scheduled workday.

Premier Aquatic Services will not pay employees who report to work but are unable to work under the following circumstances:

- Interruption of work because of the failure of any or all public utilities; or
- Interruption of work because of natural causes or other circumstances beyond the Company's power to control.

## **Advances**

Premier Aquatic Services does not permit advances against paychecks or against unaccrued vacation.

## Overtime for Nonexempt Employees

Employees may be required to work overtime as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime. Premier Aquatic Services will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by a supervisor. Premier Aquatic Services provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law as follows:

- All hours worked in excess of eight hours in one workday or 40 hours in one workweek will be treated as overtime. A workday begins at 12:01 a.m. and ends at midnight 24 hours later. Workweeks begin each Sunday at 12:01 a.m.;
- Compensation for hours in excess of 40 for the workweek, or in excess of eight and not more than 12 for the workday, and for the first eight hours on the seventh consecutive day of work in one workweek, shall be paid at a rate one and one-half times the employee's regular rate of pay;
- Compensation for hours in excess of 12 in one workday and in excess of eight on the seventh consecutive workday in a workweek shall be paid at double the regular rate of pay; and
- Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to exempt employees.

**All overtime must be approved by a manager.**

## Deductions for Exempt Employees

Employees paid on a "salary basis" regularly receive a predetermined amount of compensation each pay period. Subject to the exceptions listed below, exempt employees will receive full salary for any workweek in which they perform any work, regardless of the number of days or hours worked. Exempt employees may not be paid for any workweek in which they perform no work, subject to Premier Aquatic Services benefits programs and policies.

No deductions from salary may be made for time when work is not available, provided the exempt employee is ready, willing, and able to work. Deductions from pay are permissible when an exempt employee:

- Is absent from work for one or more full days for personal reasons other than sickness or disability;
- Is absent for one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy, or practice of providing full compensation for salary lost due to illness and the employee has exhausted his or her leave under this policy;
- Is absent for jury duty or military duty for a full week and performs no work during the week; or
- Works less than a full week during the initial or final week of employment;

Partial day deductions from available accrued vacation or sick leave balances will also be made by the Company when applicable.

It is Company policy to comply with these salary basis requirements. Therefore, Premier Aquatic Services prohibits all Company managers from making any improper deductions from the salaries of exempt employees. The Company wants employees to be aware of this policy and know that the Company does not allow deductions that violate federal or state law.

If you believe that an improper deduction from your salary has been made, you should immediately report this information to your direct supervisor, or to HR Manager

Reports of improper deductions will be investigated promptly. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made.



# Meal and Rest Periods

## Rest Breaks

All nonexempt employees are entitled to uninterrupted rest break periods during their workday. If you are a nonexempt employee, you will be paid for all such break periods, and you will not clock out.

### Number of Rest Breaks

You will be authorized and permitted one (1) 10-minute net rest break for every four (4) hours you work (or major fraction thereof, which is defined as any amount of time over two [2] hours). A rest break need not be authorized for employees whose total daily work time is less than three and one half (3.5) hours.

You will be relieved of all duty during your rest break periods. You are free to come and go as you please and are free to leave the premises. You are expected to return to work promptly at the end of any rest break.

If you work a shift from three and one-half (3.5) to six (6) hours in length you will be entitled to one (1) ten-minute rest break. If you work more than six (6) hours and up to 10 hours, you will be entitled to two (2) ten-minute rest breaks. If you work more than 10 hours and up to 14 hours, you will be entitled to three (3) ten-minute rest breaks.

### Timing of Rest Breaks

You are authorized and permitted to take a rest break in the middle of each four-hour work period.

There may be practical considerations that make this general timing infeasible and that require Premier Aquatic Services to deviate from this general rule. You will be informed if there are practical considerations that make this timing infeasible.

Your rest break will be scheduled by Manager and Supervisor

## Meal Period

All nonexempt employees will be provided an uninterrupted unpaid meal period of at least 30 minutes if you work more than five (5) hours in a workday. You must clock out for your meal period. You will be permitted a reasonable opportunity to take this meal period, and you will be relieved of all duty. During your meal period, you are free to come and go as you please and are free to leave the premises. You are expected to return to work promptly at the end of any meal period.

If your total work period for the day is more than five hours per day but no more than six hours, you may waive the meal period. This cannot be done without the mutual consent of you and your supervisor. You must discuss any such waiver with your supervisor in advance.

The waiver must be in writing.

#### **Timing of Meal Period**

Your meal period will be provided no later than the end of your fifth hour of work. For example, if you begin work at 8:00 a.m., you must start your meal period by 12:59 p.m. (which is before the end of your fifth hour of work).

Your meal period will be scheduled by Manager and Supervisor

#### **Second Meal Period**

If you work more than 10 hours in a day, you will be provided a second, unpaid meal period of at least 30 minutes. Again, you must clock out for your meal period. You will be permitted a reasonable opportunity to take this meal period, and you will be relieved of all duty. There will be no control over your activities during your meal period. During your meal period, you are free to leave the premises and are free to come and go as you please. You are expected to return to work promptly at the end of any meal period.

Depending on the circumstances, you may be able to waive your second meal period if you took the first meal period and if your total hours worked for the day is no more than twelve hours. This cannot be done without the mutual consent of you and your supervisor and must be in writing. You must discuss any such waiver with your supervisor in advance.

#### **Timing of Second Meal Period**

This second meal period will be provided no later than the end of your 10th hour of work.

Your second meal period will be scheduled by Manager and Supervisor.

#### **Recording Meal Periods**

You must clock out for any meal period and record the start and end of the meal period.

Employees are not allowed to work "off the clock." All work time must be accurately reported on your time record.

If for any reason you are not provided a meal period in accordance with our policy, or if you are in any way discouraged or impeded from taking your meal period or from taking the full amount of time allotted to you, please immediately notify Manager or Supervisor.

Anytime you miss a meal period that was provided to you (or you work any portion of a provided meal period), you will be required to report to Manager or Supervisor and document the reason for the missed meal period or time worked.

Please also refer to the Premier Aquatic Services Timekeeping Policy.

## **Pay for Mandatory Meetings/Training**

Premier Aquatic Services will pay non-exempt employees for their attendance at meetings, lectures, and training programs under the following conditions:

- Attendance is mandatory;
- The meeting, course, or lecture is directly related to the employee's job;
- The employee who is required to attend such meetings, lectures, or training programs will be notified of the necessity for such attendance by his or her supervisor;
- The employee will be paid at the then applicable minimum wage for time spent at meetings, lectures, and training programs if the employee does not perform any productive work during such attendance;
- Employees who do perform productive work during attendance at meetings, lectures or training programs will be compensated at their regular rate of pay; and
- Any hours in excess of eight in a day or 40 in a week will be paid at the appropriate overtime rate, at the hourly rate in effect at the time the overtime work is being performed.

## **Safety and Health**

## **Employees Who Are Required to Drive**

Employees whose job duties require them to drive a Company vehicle or their own vehicles for Company business will be required to show proof of current valid driving licenses and proof of insurability under the Company's policy or current effective insurance coverage before the first day of employment.

Premier Aquatic Services participates in a system that regularly checks state Department of Motor Vehicles (DMV) records of all employees who are required to drive as part of their job.

If an employee is required to drive as part of his or her job, Premier Aquatic Services retains the right to transfer to an alternative position, suspend, or terminate an employee whose license is suspended or revoked, or who fails to maintain personal automobile insurance coverage or who is uninsurable under the Company's policy.

Employees who drive their own vehicles on Company business will be reimbursed at the rate of 58 cents per mile.

## **Ergonomics**

Premier Aquatic Services is subject to Cal/OSHA ergonomics standards for minimizing workplace repetitive motion injuries. The Company will make necessary adjustments to reduce exposure to ergonomic hazards through modifications to equipment and processes and employee training. The Company encourages safe and proper work procedures and requires all employees to follow safety instructions and guidelines.

Premier Aquatic Services believes that reduction of ergonomic risk is instrumental in maintaining an environment of personal safety and well-being and is essential to our business. We intend to provide appropriate resources to create a risk-free environment. If you have any questions about ergonomics, please contact HR Manager.

## **Health and Safety**

All employees are responsible for their own safety, as well as that of others in the workplace. To help us maintain a safe workplace, everyone must be safety-conscious at all times. Report all work-related injuries or illnesses immediately to your supervisor or to the human resources department. In compliance with California law, and to promote the concept of a safe workplace, Premier Aquatic Services maintains an Injury and Illness Prevention Program. The Injury and Illness Prevention Program is available for review by employees and/or employee representatives in the general manager's office.

In compliance with Proposition 65, Premier Aquatic Services will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.



## **Heat Illness**

The Company is concerned with employee health and safety. Employees who work outside may be exposed to extreme temperatures or adverse working conditions, particularly in the summer months. All supervisors are trained in the recognition and prevention of heat illness. Employees who work outside are encouraged to frequently drink water. Employees who work outside are also allowed and encouraged to take a cool-down rest in the shade of at least five minutes (in addition to the time needed to access the shade) when needed to protect themselves from overheating. These preventative cool-down rests are paid time.

Please refer to the Company's Injury Illness and Prevention Program or talk to your supervisor for details on how to ensure you are protected from heat illness dangers.

## **Recreational Activities and Programs**

Premier Aquatic Services or its insurer will not be liable for payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

## **Security**

Premier Aquatic Services has developed guidelines to help maintain a secure workplace. Be aware of persons loitering for no apparent reason in parking areas, walkways, entrances and exits, and service areas. Report any suspicious persons or activities to security personnel.

Secure your desk or office at the end of the day. When called away from your work area for an extended length of time, do not leave valuable and/or personal articles in or around your workstation that may be accessible. The security of facilities as well as the welfare of our employees depends upon the alertness and sensitivity of every individual to potential security risks. You should immediately notify your supervisor when unknown persons are acting in a suspicious manner in or around the facilities, or when keys, security passes, or identification badges are missing.

The Company's workplace security program is described in detail in the Company's Illness and Injury Prevention Program (IIPP).

## Workplace Violence

Premier Aquatic Services has adopted the following workplace violence policy to ensure a safe working environment for all employees.

The Company has zero tolerance for acts of violence and threats of violence. Without exception, acts and threats of violence are not permitted. All such acts and threats, even those made in apparent jest, will be taken seriously, and will lead to discipline up to and including termination.

Possession of non-work related weapons on Company premises and at Company-sponsored events shall constitute a threat of violence.

It is every employee's responsibility to assist in establishing and maintaining a violence-free work environment. Therefore, each employee is expected and encouraged to report any incident which may be threatening to you or your co-workers or any event which you reasonably believe is threatening or violent.

You may report an incident to any supervisor or manager.

A threat includes, but is not limited to, any indication of intent to harm a person or damage Company property. Threats may be direct or indirect, and they may be communicated verbally or nonverbally. The following are examples of threats and acts that shall be considered violent - this list is in no way all-inclusive:

<b>Example</b>	<b>Type of Threat</b>
Saying, "Do you want to see your next birthday?"	Indirect
Writing, "Employees who kill their supervisors have the right idea."	Indirect
Saying, "I'm going to punch your lights out."	Direct
Making a hitting motion or obscene gesture	Nonverbal
Displaying weapons	Extreme
Stalking or otherwise forcing undue attention on someone, whether romantic or hostile	Extreme
Taking actions likely to cause bodily harm or property damage	Acts of violence

## **Termination**

## **Employee References**

All requests for references must be directed to the HR manager.

By policy, Premier Aquatic Services discloses only the dates of employment and the title of the last position held of former employees. If you authorize the disclosure in writing, Premier Aquatic Services also will inform prospective employers of the amount of salary or wage you last earned.

## **Involuntary Termination and Progressive Discipline**

Violation of Premier Aquatic Services policies and rules may warrant disciplinary action. The Company has a system of progressive discipline that may include verbal warnings, written warnings, and suspension. The system is not formal, and Premier Aquatic Services may, in its sole discretion, utilize whatever form of discipline is deemed appropriate under the circumstances, up to, and including, immediate termination of employment. The Company's policy of progressive discipline in no way limits or alters the at-will employment relationship.

## **Reductions in Force**

Under some circumstances, Premier Aquatic Services may need to restructure or reduce its workforce. If restructuring our operations or reducing the number of employees becomes necessary, the Company will attempt to provide advance notice, if possible, to help prepare affected individuals. If possible, employees subject to layoff will be informed of the nature of the layoff and the foreseeable duration of the layoff, whether short-term or indefinite.

In determining which employees will be subject to layoff, Premier Aquatic Services will take into account, among other things, operation and requirements, the skill, productivity, ability, and past performance of those involved, and also, when feasible, the employee's length of service.



## **Voluntary Resignation**

Voluntary resignation results when an employee voluntarily quits his or her employment at Premier Aquatic Services, or fails to report to work for three consecutively scheduled workdays without notice to, or approval by, his or her supervisor (unless the absence is protected by law). All Company-owned property, including vehicles, keys, uniforms, identification badges, and credit cards, must be returned immediately upon termination of employment.

## **Confirmation of Receipt**

## Confirmation of Receipt

I have received my copy of the Company's employee handbook. I understand and agree that it is my responsibility to read and familiarize myself with the policies and procedures contained in the handbook.

I understand and agree that nothing in the employee handbook creates or is intended to create a promise or representation of continued employment and that employment at Premier Aquatic Services is employment at-will; employment may be terminated at the will of either the Company or myself. My signature certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between Premier Aquatic Services and myself concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations concerning my employment with Premier Aquatic Services.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the Company. Premier Aquatic Services reserves the right to change my hours, wages, and working conditions at any time. I understand and agree that other than the president of Premier Aquatic Services, no manager, supervisor, or representative of the Company has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the president has the authority to make any such agreement and then only in writing, signed by the president.

Employee's Signature *Aryan Khadivi*

Employee's Printed Name Aryan Khadivi

Date 09/24/2020

