

**Employee Handbook**  
**Crescent Beach Condominiums**

**Issued: September 1, 1999**

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Acknowledgment & Agreement

## I. INTRODUCTION

### A. WELCOME STATEMENT

Congratulations and thank you for accepting Crescent Beach's offer of employment. One of the keys to our success as a company is hiring good Employees. We have hired you because we believe you have the skills and the potential to help Crescent Beach succeed. We expect and depend upon you and each Employee to perform the tasks assigned to you to the best of your abilities. We believe that hard work and commitment will not only help us succeed, but will help give you a sense of pride and accomplishment.

We are glad to have you as a member of the Crescent Beach team. We hope that your employment proves mutually satisfying and that you will make an important contribution to our future. Every Employee has an important role in our operations and we value the abilities, experience and background that you bring with you to our company. It is our Employees who provide the services that our residents and guests rely upon and enable us to grow and create new opportunities in the years to come.

Our management team intends to provide you with all of the support and the resources you will need to perform your job effectively. If, at any time, you need assistance or guidance, please do not hesitate to ask any of the members of our management team. They are here to help you perform to the best of your abilities.

Once again, welcome to Crescent Beach; we are glad to have you with us.

### B. DESCRIPTION OF HANDBOOK

This Employee Handbook contains information about the employment policies and practices of Crescent Beach Condominiums ("Crescent Beach"). We expect each Employee to read this Employee Handbook carefully as it is a valuable reference for understanding your job and Crescent Beach. This Employee Handbook supersedes all previously issued Employee Handbooks and inconsistent verbal or written policy statements. Except for the policy of at-will employment, which can only be changed by the President in writing, Crescent Beach reserves the right to revise, delete, and add to the provisions of this Employee Handbook. All such revisions, deletions, or additions must be in writing and must be signed by the President of Crescent Beach. No oral statements or representations can change the provisions of this Employee Handbook.

None of Crescent Beach's personnel documents and benefit plans, including this Employee Handbook, constitutes, or is intended to constitute, an express or implied contract guaranteeing continued employment for any Employee. No Supervisor has any authority to enter into a contract of employment--express or implied--that changes or alters the at-will employment relationship. Only the Board of Directors has the authority to enter into an employment agreement that alters the at-will employment relationship and any such agreement must be in writing. This Employee Handbook is the property of Crescent Beach. All rights are reserved. No part of this Employee Handbook may be reproduced in any form or by any electronic or mechanical means, including information storage and retrieval systems, without permission in writing from the Board of Directors.

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Not all Crescent Beach policies and procedures are set forth in this Employee Handbook. We have summarized only some of the more important ones. If you have any questions or concerns about this Employee Handbook or any other policy or procedure, please ask your Supervisor or the Board of Directors.

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## II. EMPLOYMENT RELATIONSHIP

### A. EMPLOYMENT AT WILL

Employment at Crescent Beach may be terminated for any reason, with or without cause or notice, at any time by the Employee or Crescent Beach. Nothing in this Employee Handbook or in any oral or written statement shall limit the right to terminate employment at will. No Supervisor or Employee of Crescent Beach shall have any authority to enter into an employment agreement--express or implied--with any Employee providing for employment other than at-will.

This policy of at-will employment is the sole and entire agreement between you and Crescent Beach as to the duration of employment and the circumstances under which employment may be terminated.

With the exception of employment at will, terms and conditions of employment with Crescent Beach may be modified at the sole discretion of Crescent Beach with or without cause or notice at any time. No implied contract concerning any employment-related decision or term or condition of employment can be established by any other statement, conduct, policy, or practice.

### B. EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER

Crescent Beach is an equal employment opportunity employer and strives to comply with all applicable laws prohibiting discrimination based on race, color, creed, sex, age, national origin or ancestry, physical or mental disability, veteran status, marital status, HIV-positive status, possession of the sickle-cell anemia genetic trait, as well as any other category protected by federal, state, or local laws. All such discrimination is unlawful and all persons involved in the operations of Crescent Beach are prohibited from engaging in this type of conduct.

In accordance with applicable federal and state law protecting qualified individuals with known disabilities, Crescent Beach will attempt to reasonably accommodate those individuals unless doing so would create an undue hardship on Crescent Beach. Any qualified applicant or Employee with a disability who requires an accommodation in order to perform the essential functions of the job should contact the President and request an accommodation.

You should report every instance of unlawful discrimination to your Supervisor or the Board of Directors of Crescent Beach, regardless of whether you or someone else is the subject of the discrimination. Detailed reports--including names, descriptions, and actual events or statements made--will greatly enhance Crescent Beach's ability to investigate. Any documents supporting the allegations should also be submitted. Based on your report, Crescent Beach will conduct an investigation. Crescent Beach prohibits any and all retaliation for submitting a report of unlawful discrimination and for cooperating in any investigation. Any Supervisor or Employee who retaliates against the accuser or those involved in the investigation will be disciplined, up to and including discharge from employment.

If the investigation determines that prohibited discrimination or other conduct violative of Crescent Beach policy has occurred, Crescent Beach will take disciplinary action, up to and including termination of employment, against those who engaged in the misconduct. Crescent Beach will also evaluate whether other employment practices should be added or modified in order to deter and prevent that conduct in the future. You will be informed of whatever action(s) Crescent Beach takes to resolve and remedy the situation.

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SEE ADDENDUM B<sup>3</sup> "GUIDELINES FOR EMPLOYEE"

### **III. COMMENCING EMPLOYMENT**

#### **A. BACKGROUND CHECKS**

Crescent Beach recognizes the importance of maintaining a safe workplace with Employees who are honest, trustworthy, qualified, reliable, and nonviolent, and do not present a risk of serious harm to their coworkers or others. For purposes of furthering these concerns and interests, Crescent Beach reserves the right to investigate an individual's prior employment history, personal references, and educational background, as well as other relevant information that is reasonably available to Crescent Beach.

#### **B. IMMIGRATION COMPLIANCE**

Crescent Beach will comply with applicable immigration law, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990. As a condition of employment, every individual must provide satisfactory evidence of his or her identity and legal authority to work in the United States. The most common forms of identification are a driver's license and social security card; however, other documents can be used.

If you have any questions or need more information on immigration law issues, please contact the President.

#### **C. EMPLOYMENT STATUS**

Employees at Crescent Beach are classified as full-time nonexempt, part-time nonexempt, temporary, or exempt.

##### **1. Full-Time Nonexempt Employees**

Full-time nonexempt Employees are those who are normally scheduled to work and who do work a schedule of 40 or more hours per week.

##### **2. Part-Time Nonexempt Employees**

Part-time nonexempt Employees are those who are scheduled to and do work less than 40 hours per week. Part-time nonexempt Employees may be assigned a work schedule in advance or may work on an as-needed basis.

##### **3. Temporary Employees**

Temporary Employees are those who are employed for short-term assignments. Short-term assignments will generally be periods of six months or less. Temporary Employees are not eligible for benefits, except as required by applicable law, and may be classified as exempt or nonexempt on the basis of job duties and compensation.

##### **4. Exempt Employees**

Exempt Employees are those whose job assignments meet the federal and state requirements for overtime exemption. Exempt Employees are compensated on a salary basis and are not eligible for overtime pay. Generally, executive, administrative, professional, and certain outside sales Employees are overtime exempt. Your Supervisor will inform you if your status is exempt.

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#### **D. INTRODUCTORY PERIOD**

The first 84 days of continuous employment at Crescent Beach will no doubt be a learning experience. You will learn your job duties and responsibilities, get acquainted with your Supervisor(s) and fellow Employees, and familiarize yourself with Crescent Beach in general. We refer to this initial period of employment as your introductory period.

While we understand that you will be learning a lot about your new job, you are still expected to perform satisfactorily and your performance will be reviewed closely. Also, please understand that completion of the introductory period does not guarantee continued employment and does not change the at-will nature of the employment relationship.

#### **E. JOB DUTIES**

As part of your initial orientation, you will learn the various duties and responsibilities of your job. You may be provided with a copy of a written job description for your individual position. Crescent Beach maintains certain expectations and standards applicable to your job position. Your Supervisor should review these with you.

It is expected that Employees will perform additional duties and assume additional responsibilities as needed by their Supervisor for the efficient operation of Crescent Beach.

In order to adjust to changes in our business, it may become necessary to modify your job description, add to or remove certain duties and responsibilities, or reassign you to an alternate job position.

## **IV. PAYROLL**

### **A. WORKING HOURS & SCHEDULE**

Crescent Beach is not a retail business in the sense that it is open for business during certain hours, thus you will be assigned a work schedule and you will be expected to begin and end work according to the schedule. The most common schedule is 8:00 a.m. to 4:00 p.m., with a 30 minute lunch break at noon. In order to accommodate the needs of our business, it may be necessary to change individual work schedules on either a short-term or long-term basis.

At times, emergencies such as power failures, road closings, fires, or severe weather may interfere with Crescent Beach's operations. In such an event, Crescent Beach may order a temporary shutdown of part or all of its operations. Depending on the circumstances, time off may or may not be paid.

### **B. TIMEKEEPING PROCEDURES**

Nonexempt Employees must record their actual time worked for payroll and benefit purposes. Nonexempt Employees should record the time work begins and ends, as well as the beginning and ending time of each meal period. Nonexempt Employees must also record any departure from work for any non-work-related reason.

Altering, falsifying, and tampering with time records, or recording time on another Employee's time record is prohibited and subject to disciplinary action, up to and including termination of employment.

Exempt Employees may also be required to record their time worked and report full days of absence from work for reasons such as leaves of absence, sick leave, or personal business.

It is your responsibility to sign your time record to certify the accuracy of all time recorded. Any errors in your timecard should be reported immediately to your Supervisor, who will attempt to correct legitimate errors.

### **C. OVERTIME**

When operating requirements or other needs cannot be met during regular working hours, you may be scheduled to work overtime. All overtime work must be authorized in advance by your Supervisor. Working overtime without prior authorization may result in disciplinary action. Nonexempt Employees will be paid time and one-half compensation for all hours worked in excess of 40 in one workweek and as otherwise required by state and federal law. Exempt Employees are expected to work as much of each workday as is necessary to complete their job responsibilities. No overtime or additional compensation is provided to exempt Employees. For the purposes of calculating overtime for nonexempt Employees, the workweek begins at 12:01 a.m. Monday and ends at midnight on Sunday.

### **D. PAYMENT OF WAGES**

Paydays are on Friday for work performed during the previous one-week pay period. If a regular payday falls on a holiday, Employees will be paid on the preceding workday.

Paychecks are normally available by 1:00 p.m. on a payday. If there is an error in your check, please report it immediately to your Supervisor. No one other than the Employee to whom the check is issued. September 1, 1999

paycheck is written will be allowed to pick up a paycheck unless written authorization has been given for another person to do so.

#### **E. SALARY PAY POLICY**

Exempt Employees will be paid a salary in accordance with applicable law. Although exempt Employees are generally entitled to their salary for any week in which work is performed, deductions can and will be made when permitted by law. For example, an exempt Employee's salary may be reduced for complete days of absence for personal reasons and incomplete initial or final weeks of work. There may also be other occasions when an exempt Employee's salary may be reduced. Please contact your Supervisor or the President for more information.

#### **F. SALARY ADVANCES/LOANS**

Crescent Beach does not permit advances on paychecks or against accrued vacation.

#### **G. WAGE GARNISHMENTS**

Crescent Beach would like to avoid incurring the administrative costs of garnishments and wage assignments for Employees. Accordingly, Crescent Beach encourages all Employees to meet their financial obligations without involving Crescent Beach. Nonetheless, Crescent Beach will adhere to legally imposed wage assignments and garnishments, and will not modify the terms of those legal arrangements unless ordered to by a court. Crescent Beach will deduct the administrative costs of complying with wage assignment and garnishment orders, to the amount allowed by statute.

#### **H. BUSINESS EXPENSE REIMBURSEMENT**

Employees may be reimbursed for reasonable expenses incurred in the course of business. These expenses may include air travel, hotels, motels, meals, cab fare, rental vehicles, or gas and car mileage for personal vehicles. All expenses incurred should be submitted to Crescent Beach along with the receipts within 30 days of the date of the expenditure.

Employees are expected to exercise restraint and good judgment when incurring expenses. Employees should contact their Supervisor in advance if they have any question about whether an expense will be reimbursed.

## V. PERSONNEL

### A. OPEN-DOOR POLICY

Crescent Beach recognizes that Employees will have suggestions for improving the workplace, as well as complaints about the workplace. The most satisfactory solution to a job-related problem or concern is usually reached through a prompt discussion with your Supervisor. Please feel free to contact your Supervisor with any suggestions and/or complaints.

If you do not feel comfortable contacting your Supervisor or are not satisfied with your Supervisor's response, please submit your complaint or suggestion in writing to the Board of Directors. The Board of Directors will review your written submission and provide you with a final resolution.

While Crescent Beach provides you with this opportunity to communicate your views, please understand that not every complaint can be resolved to your satisfaction. Even so, Crescent Beach believes that open communication is essential to a successful work environment and all Employees should feel free to raise issues of concern without fear of reprisal.

### B. UNLAWFUL HARASSMENT

In accordance with applicable law, Crescent Beach prohibits sexual harassment and harassment because of race, color, national origin, ancestry, religion, creed, physical or mental disability, marital status, HIV-positive status, possession of the sickle-cell anemia genetic trait, age, or any other basis protected by federal, state, or local law. All such harassment is unlawful and will not be tolerated.

#### 1. Sexual Harassment Defined

Applicable state and federal law defines sexual harassment as unwanted sexual advances, requests for sexual favors, or visual, verbal, or physical conduct of a sexual nature when: (1) submission to the conduct is made a term or condition of employment; or (2) submission to or rejection of the conduct is used as basis for employment decisions affecting the individual; or (3) the conduct has the purpose or effect of unreasonably interfering with the Employee's work performance or creating an intimidating, hostile, or offensive working environment. This definition includes many forms of offensive behavior. The following is a partial list:

- a. Unwanted sexual advances;
- b. Offering employment benefits in exchange for sexual favors;
- c. Making or threatening reprisals after a negative response to sexual advances;
- d. Visual conduct such as leering, making sexual gestures, or displaying sexually suggestive objects, pictures, cartoons, or posters;
- e. Verbal conduct such as making or using derogatory comments, epithets, slurs, sexually explicit jokes, or comments about any Employee's body or dress;
- f. Verbal sexual advances or propositions;

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- g. Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, or suggestive or obscene letters, notes, or invitations;
- h. Physical conduct such as touching, assault, or impeding or blocking movements; and
- i. Retaliation for reporting harassment or threatening to report harassment.

It is unlawful for males to sexually harass females or other males, and for females to sexually harass males or other females. Sexual harassment on the job is unlawful whether it involves coworker harassment, harassment by a Supervisor, or harassment by persons doing business with or for Crescent Beach.

## **2. Other Types Of Harassment**

Prohibited harassment on the basis of race, color, national origin, ancestry, religion, physical or mental disability, marital status, HIV-positive status, possession of the sickle-cell anemia genetic trait, age, or any other protected basis, includes behavior similar to sexual harassment, such as:

- a. Verbal conduct such as threats, epithets, derogatory comments, or slurs;
- b. Visual conduct such as derogatory posters, photographs, cartoons, drawings, or gestures;
- c. Physical conduct such as assault, unwanted touching, or blocking normal movement; and
- d. Retaliation for reporting harassment or threatening to report harassment.

## **3. Crescent Beach's Complaint Procedure**

Crescent Beach's complaint procedure provides for an immediate, thorough, and objective investigation of any claim of unlawful or prohibited harassment, appropriate disciplinary action against one found to have engaged in prohibited harassment, and appropriate remedies for any victim of harassment. A claim of harassment may exist even if the Employee has not lost a job or some economic benefit.

If you believe you have been harassed on the job, or if you are aware of the harassment of others, you should provide a written or verbal complaint to your Supervisor or to any other Supervisor with Crescent Beach or to the Board of Directors as soon as possible. Your complaint should be as detailed as possible, including the names of individuals involved, the names of any witnesses, direct quotations when language is relevant, and any documentary evidence (notes, pictures, cartoons, et cetera).

Applicable law also prohibits retaliation against any Employee by another Employee or by Crescent Beach for using this complaint procedure or for filing, testifying, assisting, or participating in any manner in any investigation, proceeding, or hearing conducted by a governmental enforcement agency. Additionally, Crescent Beach will not knowingly permit any retaliation against any Employee who complains of prohibited harassment or who participates in an investigation.

All incidents of prohibited harassment that are reported will be investigated. Crescent Beach will immediately undertake or direct an effective, thorough, and objective investigation of the

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harassment allegations. The investigation will be completed and a determination regarding the reported harassment will be made and communicated to the Employee who complained and to the accused harasser(s).

If Crescent Beach determines that prohibited harassment has occurred, Crescent Beach will take effective remedial action commensurate with the circumstances. Appropriate action will also be taken to deter any future harassment. If a complaint of prohibited harassment is substantiated, appropriate disciplinary action, up to and including discharge, will be taken. Whatever action is taken against the harasser will be communicated to the Employee who complained.

#### **4. Liability For Harassment**

Any Employee of Crescent Beach, whether a coworker or Supervisor, who is found to have engaged in prohibited harassment is subject to disciplinary action, up to and including discharge from employment. Any Employee who engages in prohibited harassment, including any Supervisor or manager who knew about the harassment but took no action to stop it, may be held personally liable for monetary damages. Any Supervisor or manager who knew about harassment and took no action to stop it or failed to report the harassment to the Board of Directors may also be subject to discipline up to and including discharge. Crescent Beach does not consider conduct in violation of this policy to be within the course and scope of employment or the direct consequence of the discharge of one's duties. Accordingly, to the extent permitted by law, Crescent Beach reserves the right not to provide a defense or pay damages assessed against Employees for conduct in violation of this policy.

#### **5. Additional Enforcement Information**

In addition to Crescent Beach's internal complaint procedure, Employees should also be aware that the federal Equal Employment Opportunity Commission (EEOC) and the Florida Commission on Human Relations (FCHR) investigate and prosecute complaints of unlawful harassment in employment. Employees who believe that they have been unlawfully harassed may file a complaint with either of these agencies. The EEOC and the FCHR serve as neutral fact finders and attempt to help the parties voluntarily resolve disputes.

For more information, contact Crescent Beach's President. You may also contact the nearest office of the EEOC or the FCHR, as listed in the telephone directory.

### **C. PROHIBITED CONDUCT**

In order to assure orderly operations and provide the best possible work environment, Crescent Beach expects Employees to follow rules of conduct that will protect the interests and safety of personnel. It is not possible to list all the forms of behavior that are considered unacceptable in the workplace, but the following are examples of infractions of rules of conduct that may result in disciplinary action, including suspension, demotion, or termination of employment.

1. Falsification of employment records, employment information, or other records.
2. Recording the work time of another Employee, allowing any other Employee to record your work time, or allowing falsification of any time card, whether your own or another Employee's.
3. Theft or the deliberate or careless damage of any Crescent Beach property or the property of any Employee or residents and guests.

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4. Removing or borrowing Crescent Beach property without prior authorization.
5. Unauthorized use of Crescent Beach equipment, time, materials, or facilities.
6. Working under the influence of alcohol.
7. Possessing, distributing, selling, transferring, or using--or being under the influence of--alcohol or illegal drugs in the workplace.
8. Provoking a fight or fighting during working hours or on premises owned or occupied by Crescent Beach.
9. Participating in horseplay or practical jokes on Crescent Beach's time or on premises owned or occupied by Crescent Beach.
10. Carrying firearms or any other dangerous weapons, at any time, on premises owned or occupied by Crescent Beach.
11. Engaging in criminal conduct whether or not related to job performance.
12. Causing, creating, or participating in a disruption of any kind during working hours or on premises owned or occupied by Crescent Beach.
13. Insubordination, including but not limited to failure or refusal to obey the orders or instructions of any Supervisor or member of management, or the use of abusive or threatening language toward any Supervisor or member of management.
14. Using profane or abusive language at any time during working hours or while on premises owned or occupied by Crescent Beach.
15. Failing to notify the appropriate Supervisor when unable to report to work.
16. An unreported absence on a scheduled workday.
17. Failing to obtain permission to leave work for any reason during normal working hours.
18. Failing to observe working schedules, including rest and lunch periods.
19. Abusing paid sick leave.
20. Failing to provide a physician's certificate when requested or required to do so.
21. Sleeping or malingering on the job.
22. Making or accepting personal telephone calls of more than three minutes in duration during working hours.
23. Working overtime without authorization or refusing to work assigned overtime.
24. Wearing extreme unprofessional, or inappropriate styles of dress or hair while working.

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25. Violating any safety, health, or security policy, rule, or procedure of Crescent Beach.

26. Committing a fraudulent act or a breach of trust in any circumstances.

However, Crescent Beach does not have a formal progressive discipline policy requiring a set number of warnings or counseling sessions. Instead, each case is considered based on its own facts. In the case of misconduct or violation of Crescent Beach's policies, immediate termination may be appropriate depending on the facts.

This statement of prohibited conduct does not alter or limit Crescent Beach's policy of employment at will. Either you or Crescent Beach may terminate the employment relationship at any time for any reason, with or without cause or without notice.

#### **D. CONDUCT & EMPLOYMENT OUTSIDE WORK**

In general, Crescent Beach does not seek to interfere with Employees' off-duty activities. However, Crescent Beach cannot tolerate off-duty conduct that impacts negatively on Crescent Beach, either in terms of an Employee's individual work performance or the business interests of Crescent Beach, including its reputation. For example, Crescent Beach prohibits any illegal or immoral conduct by an off-duty Employee that affects or has the potential to affect Crescent Beach.

#### **E. DRUG & ALCOHOL ABUSE**

The use of alcohol, illegal drugs, intoxicants, and controlled substances, whether on or off duty, can impair Employees' ability to work safely and efficiently. Crescent Beach prohibits the use of these substances to the extent that they affect, or have the potential to affect, the workplace. Crescent Beach will not jeopardize the safety of the Employee, other Employees, our residents and guests, the public, and Crescent Beach operations due to an individual's poor judgment. Accordingly, Crescent Beach prohibits the following:

1. Possession, use, or being under the influence of alcohol or an illegal drug, intoxicant, or controlled substance during working hours.
2. Operating a vehicle owned or leased by Crescent Beach while under the influence of alcohol or an illegal drug, intoxicant, or controlled substance.
3. Distribution, sale, manufacture or purchase--or the attempted distribution, sale, manufacture or purchase--of an illegal drug, intoxicant, or controlled substance during working hours or while on premises owned or occupied by Crescent Beach.

Any Employee suspected of possessing alcohol, an illegal drug, intoxicants, or a controlled substance is subject to inspection and search, with or without notice. Employees' personal belongings, including any bags, purses, briefcases, and clothing, and all Crescent Beach property, are also subject to inspection and search, with or without notice. Employees who violate Crescent Beach's drug and alcohol abuse policy will be removed from the workplace immediately. Crescent Beach may also bring the matter to the attention of appropriate law enforcement authorities. Any conviction for criminal conduct involving illegal drugs, intoxicants, or controlled substances, whether on or off duty, or any violation of Crescent Beach's drug and alcohol abuse policy, including having a positive drug-test result, may lead to disciplinary action, up to and including termination.

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The use of prescription drugs and/or over-the-counter drugs may also affect Employees' job performance and seriously impair Employees' value to Crescent Beach. Any Employee who is using prescription or over-the-counter drugs that may impair his or her ability to safely perform the job or may affect the safety or well-being of others must submit a physician's statement that the prescription drug use will not affect job safety. The Employee is not required to identify the medication or the underlying illness. Various federal, state, and local laws protect the rights of individuals with disabilities and others with regard to the confidentiality of medical information, medical treatment, and the use of prescription drugs and substances taken under medical supervision. Nothing contained in this policy is intended to interfere with individual rights under, or to violate, these laws.

## **F. PUNCTUALITY & ATTENDANCE**

Crescent Beach expects you to report to work on a reliable and punctual basis. Absenteeism, early departures from work, and late arrivals burden your fellow Employees and Crescent Beach. If you cannot avoid being late to work or are unable to work as scheduled, you must call your Supervisor as soon as possible.

Every time you are absent or late, or leave early, you must provide your Supervisor with an honest reason or explanation. You must also inform your Supervisor of the expected duration of any absence. Crescent Beach will comply with applicable laws relating to time off from work, but it is your responsibility to provide sufficient information to enable Crescent Beach to make a determination. You must notify your Supervisor of any change in your status as soon as possible.

Excessive absenteeism may lead to disciplinary action, up to and including termination of employment. Continuing patterns of absences, early departures, or tardies--regardless of the exact number of days--may warrant disciplinary action.

If you fail to report for work without any notification to your Supervisor, you may be considered to have abandoned your employment.

Individuals with disabilities may be granted reasonable accommodation in complying with these policies if undue hardship does not result to Crescent Beach's operations. However, regular attendance and promptness are considered part of each Employee's essential job functions.

## **G. INVESTIGATIONS OF CURRENT EMPLOYEES**

Crescent Beach may occasionally find it necessary to investigate current Employees, where behavior or other relevant circumstances raise questions concerning work performance, reliability, honesty, trustworthiness, or potential threat to the safety of coworkers or others. Employee investigations may, where appropriate, include credit reports and investigations of criminal records, including appropriate inquiries about any arrest for which the Employee is out on bail. In the event that a background check is conducted, the Company will comply with the federal Fair Credit Reporting Act and applicable state laws, including providing the Employee with any required notices and forms. Employees subject to an investigation are required to cooperate with Crescent Beach's lawful efforts to obtain relevant information, and may be disciplined up to and including termination for failure to do so.

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## H. PERFORMANCE EVALUATIONS

Performance evaluations are conducted from time to time to provide both you and your Supervisor with the opportunity to discuss your job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss methods for improving your performance. However, please understand that a positive performance evaluation does not guarantee an increase in salary, a promotion, or even continued employment. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the discretion of Crescent Beach.

In addition to these more formal performance evaluations, Crescent Beach encourages you and your Supervisor to discuss your job performance on an ongoing basis.

## I. PERSONNEL RECORDS

The information recorded in your personnel file is extremely important. Make sure that the personal data in the file is accurate and up to date. Please report any change of address, phone number, et cetera to the President.

Employees may inspect their personnel file in the presence of a representative of Crescent Beach. Please contact your Supervisor to schedule a time. You may request copies from your file of any documents that you have previously signed. If you desire, you may add a written statement to your file explaining any disputed item.

Only authorized Supervisors and management personnel will have access to your personnel file. However, Crescent Beach will cooperate with--and provide access to your personnel file to--law enforcement officials or local, state, or federal agencies in accordance with applicable law. All requests to review an Employee's personnel file should be referred to the President. Confidential health/medical records are not included in your personnel file. Crescent Beach will safeguard them from disclosure and will divulge that information only (1) as allowed by law; (2) to the Employee's personal physician upon written request of the Employee; or (3) as required for workers' compensation cases.

## J. RESIDENTS AND GUESTS RELATIONS

Crescent Beach's success depends on satisfying our residents and guests. Employees of Crescent Beach are expected to treat residents and guests courteously and with the utmost respect at all times. You should report any problems with guests or residents to the Manager's office.

## K. CONFIDENTIALITY

Information about Crescent Beach, its Employees, residents and guests, suppliers, and vendors is to be kept confidential and divulged only to individuals within Crescent Beach with both a need to receive and authorization to receive the information. If in doubt as to whether information should be divulged, err in favor of not divulging information and discuss the situation with your Supervisor.

All records and files maintained by Crescent Beach are confidential and remain the property of Crescent Beach. Records and files are not to be disclosed to any outside party without the express permission of the President. Confidential information includes, but is in no way limited to: financial records; business, marketing, and strategic plans; personnel and payroll records

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regarding current and former Employees; the identity of, contact information for, and any other account information on residents and guests, vendors, and suppliers; inventions, programs, trade secrets, formulas, techniques and processes; and any other documents or information regarding Crescent Beach's operations, procedures, or practices. Confidential information may not be removed from Crescent Beach premises without express authorization.

Confidential information obtained during or through employment with Crescent Beach may not be used by any Employee for the purpose of furthering current or future outside employment or activities or for obtaining personal gain or profit. Crescent Beach reserves the right to avail itself of all legal or equitable remedies to prevent impermissible use of confidential information or to recover damages incurred as a result of the impermissible use of confidential information.

Employees may be required to enter into written confidentiality agreements confirming their understanding of Crescent Beach's confidentiality policies.

#### **L. EMPLOYEE DRESS & PERSONAL APPEARANCE**

You are expected to report to work well groomed, clean, and dressed according to the requirements of your position. Some Employees may be required to wear uniforms or safety equipment/clothing. Please contact your Supervisor for specific information regarding acceptable attire for your position. If you report to work dressed or groomed inappropriately, you may be prevented from working until you return to work well groomed and wearing the proper attire.

#### **M. PUBLICITY/STATEMENTS TO THE MEDIA**

All media inquiries regarding Crescent Beach and its operations must be referred to the Board of Directors. Only the Board of Directors is authorized to make or approve public statements pertaining to Crescent Beach or its operations. No Employees, unless specifically designated by the President, are authorized to make those statements. Any Employee wishing to write and/or publish an article, paper, or other publication on behalf of Crescent Beach must first obtain approval from the Board of Directors before publication.

## VI. CRESCENT BEACH FACILITIES

### A. POLICIES AGAINST WORKPLACE VIOLENCE

#### 1. Statement of Policy

Crescent Beach recognizes that violence in the workplace is a growing nationwide problem necessitating a firm, considered response by employers. The costs of workplace violence are great, both in human and financial terms. We believe that the safety and security of Crescent Beach Employees are paramount. Therefore, Crescent Beach has adopted this policy regarding workplace violence.

Acts or threats of physical violence, including intimidation, harassment, and/or coercion, that involve or affect Crescent Beach or that occur on Crescent Beach property or in the conduct of Crescent Beach business off Crescent Beach property, will not be tolerated. This prohibition against threats and acts of violence applies to all persons involved in Crescent Beach operations, including, but not limited to, Crescent Beach personnel, contract workers, temporary employees, and anyone else on Crescent Beach property or conducting Crescent Beach business off Crescent Beach property. Violations of this policy, by any individual, will lead to disciplinary and/or legal action as appropriate.

This policy is intended to bring Crescent Beach into compliance with existing legal provisions requiring employers to provide a safe workplace; it is not intended to create any obligations beyond those required by existing law.

#### 2. Definitions

Workplace violence is any intentional conduct that is sufficiently severe, offensive, or intimidating to cause an individual to reasonably fear for his or her personal safety or the safety of his or her family, friends, and/or property such that employment conditions are altered or a hostile, abusive, or intimidating work environment is created for one or several Crescent Beach Employees. Workplace violence may involve any threats or acts of violence occurring on Crescent Beach premises, regardless of the relationship between Crescent Beach and the parties involved in the incident. It also includes threats or acts of violence that affect the business interests of Crescent Beach or that may lead to an incident of violence on Crescent Beach premises. Threats or acts of violence occurring off Crescent Beach premises that involve Employees, agents, or individuals acting as a representative of Crescent Beach, whether as victims of or active participants in the conduct, may also constitute workplace violence. Specific examples of conduct that may constitute threats or acts of violence under this policy include, but are not limited to, the following:

- a. Threats or acts of physical or aggressive contact directed toward another individual;
- b. Threats or acts of physical harm directed toward an individual or his/her family, friends, associates, or property;
- c. The intentional destruction or threat of destruction of Crescent Beach property or another Employee's property;
- d. Harassing or threatening phone calls.
- e. Surveillance;

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f. Stalking;

g. Veiled threats of physical harm or similar intimidation; and

h. Any conduct resulting in the conviction under any criminal code provision relating to violence or threats of violence that adversely affects Crescent Beach's legitimate business interests. Workplace violence does not refer to occasional comments of a socially acceptable nature. These comments may include references to legitimate sporting activities, popular entertainment, or current events. Rather, it refers to behavior that is personally offensive, threatening, or intimidating.

### 3. Enforcement

Any person who engages in a threat or violent action on Crescent Beach property may be removed from the premises as quickly as safety permits and may be required, at Crescent Beach's discretion, to remain off Crescent Beach premises pending the outcome of an investigation of the incident.

When threats are made or acts of violence are committed by Employee(s), a judgment will be made by Crescent Beach as to what actions are appropriate, including possible medical evaluation and/or possible disciplinary action.

Once a threat has been substantiated, it is Crescent Beach's policy to put the threatmaker on notice that he/she will be held accountable for his/her actions and then implement a decisive and appropriate response.

Under this policy, decisions may be needed to prevent a threat from being carried out, a violent act from occurring, or a life-threatening situation from developing. No existing policy or procedure of Crescent Beach should be interpreted in a manner that prevents the making of these necessary decisions.

**Important Note:** Crescent Beach will make the sole determination of whether, and to what extent, threats or acts of violence will be acted upon by Crescent Beach. In making this determination, Crescent Beach may undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis to believe that workplace violence has occurred. No provision of this policy shall alter the at-will nature of employment at Crescent Beach.

### B. USE OF EQUIPMENT

All Crescent Beach property—including desks, storage areas, work areas, lockers, file cabinets, credenzas, office telephones, cellular telephones, facsimile machines, duplicating machines, and vehicles—must be used properly and maintained in good working order.

Crescent Beach reserves the right, at all times and without prior notice, to inspect and search any and all of its property for the purpose of determining whether this policy or any other policy of Crescent Beach has been violated, or when an inspection and investigation is necessary for purposes of promoting safety in the workplace or compliance with state and federal laws. These inspections may be conducted during or after business hours and in the presence or absence of the Employee.

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In addition, in order to ensure the safety and security of Employees and residents and guests, and to protect Crescent Beach's legitimate business interests, Crescent Beach reserves the right to question and inspect or search any Employee or other individual entering onto or leaving Crescent Beach premises. The inspection or search may include any packages or items that the individual may be carrying, including briefcases, handbags, knapsacks, shopping bags, et cetera. These items are subject to inspection and search at any time, with or without prior notice. Crescent Beach also may require Employees while on the job or on Crescent Beach's premises to agree to reasonable inspection of their personal property and/or persons. The individual may be requested to self-inspect his or her personal property or person by displaying the contents of any packages and/or turning out his or her pockets, et cetera, in the presence of a representative of Crescent Beach, typically a management Employee of the same gender. Crescent Beach will not tolerate any Employee's refusal to submit to a search.

Telephone calls may be monitored by Crescent Beach to ensure quality and residents and guests satisfaction.

Employees are not permitted to use Crescent Beach's equipment for non-work purposes. Accordingly, Employees have no right of privacy as to any information or file maintained in or on Crescent Beach property or transmitted through Crescent Beach. For purposes of inspecting, investigating, or searching Employees' files or documents, Crescent Beach may override any applicable passwords, codes, or locks in accordance with the best interests of Crescent Beach, its Employees, or its residents and guests or visitors. All bills and other documentation related to the use of Crescent Beach equipment or property are the property of Crescent Beach and may be reviewed and used for purposes that Crescent Beach considers appropriate.

### **C. USE OF STATIONERY & MAIL SERVICES**

All engraved or printed Crescent Beach stationery, envelopes, and other work materials are for Crescent Beach business only. These materials may not be used for personal correspondence or nonbusiness matters. When signing business letters on Crescent Beach letterhead, the Employee's name and title or position must be used.

Employees are requested not to send or receive personal mail using Crescent Beach's mail services. Employees will be asked to reimburse the cost of postage for non-business related materials sent through Crescent Beach's mail services.

### **D. VISITORS**

Friends and relatives should be asked not to visit Employees during working hours. Unattended children are not allowed in the facility or on the premises at any time. For safety and insurance reasons, friends, relatives and residents and guests are not permitted in areas restricted to Employees only, unless authorized by management.

### **E. SOLICITATION & DISTRIBUTION OF LITERATURE**

Approaching fellow Employees in the workplace regarding activities, organizations, or causes, regardless of how worthwhile, important, or benevolent, can create unnecessary apprehension and pressures for fellow Employees. This conduct is inappropriate. Crescent Beach has established rules, applicable to all Employees, to govern solicitation and distribution of written material during working time and entry onto the premises and work areas. All Employees are expected to comply strictly with these rules.

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1. 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 the activity is directed;

2. No Employee shall distribute or circulate any written or printed material in work areas at any time, during his or her working time, or during the working time of the Employee or Employees at whom the activity is directed; and

3. Under no circumstances will non-Employees be permitted to solicit or to distribute written material for any purpose on Crescent Beach property.

As used in this policy, "working time" includes all time for which an Employee is paid and/or is scheduled to be performing services for Crescent Beach; it does not include break periods, meal periods, or periods in which an Employee is not, and is not scheduled to be, performing services or work for Crescent Beach.

#### F. TELEPHONES

While you are at work, you are expected to perform your job duties and responsibilities. Personal calls, both incoming and outgoing, must be kept to a minimum and must not interfere with your duties and responsibilities or Crescent Beach policies. Long distance calls and any other calls incurring charges (other than for a local call) are prohibited absent the express approval of your Supervisor.

#### G. HOUSEKEEPING

All Employees are expected to maintain their desks and/or work areas in an orderly fashion. Also, please pick up after yourself when you use the break room, restroom, or other Crescent Beach facilities.

#### H. HEALTH & SAFETY

The health and safety of Employees and others on Crescent Beach property are of critical concern to Crescent Beach. We strive to attain the highest possible level of safety in all activities and operations. Crescent Beach also intends to comply with all health and safety laws applicable to our business.

To this end, Crescent Beach must rely upon Employees to ensure that work areas are kept safe and free of hazardous conditions. Employees should be conscientious about workplace safety, including proper operating methods and known dangerous conditions or hazards. You should report any unsafe conditions or potential hazards to your Supervisor *immediately*, even if you believe you have corrected the problem. If you suspect a concealed danger is present on Crescent Beach's premises, or in a product, facility, piece of equipment, process, or business practice for which Crescent Beach is responsible, bring it to the attention of your Supervisor or the Board of Directors *immediately*. Supervisors should arrange for the correction of any unsafe condition or concealed danger immediately and should contact the Board of Directors regarding the problem.

Periodically, Crescent Beach may issue rules and guidelines governing workplace safety and health. All Employees should familiarize themselves with these rules and guidelines as strict compliance will be expected. Contact your Supervisor for copies of current rules and guidelines.

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Failure to comply strictly with rules and guidelines regarding health and safety or negligent work performance that endangers health and safety will not be tolerated.

Any workplace injury, accident, or illness *must* be reported to your Supervisor as soon as possible, regardless of the severity of the injury or accident. If medical attention is required immediately, Supervisors will assist Employees in obtaining medical care, after which the details of the injury or accident must be reported.

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## VII. BENEFITS

### A. HOLIDAYS

Crescent Beach observes the following paid holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Thanksgiving, and Christmas. If a holiday falls on a weekend day, it is usually observed on the preceding Friday or the following Monday. Holiday observance will be announced in advance.

Holiday pay will be calculated based on your straight time pay rate (as of the date of the holiday) times the number of hours you would have otherwise worked on that day. Holiday pay is not counted for the purpose of calculating an Employee's overtime hours of work or overtime premiums. Employees who are discharged or end their employment with Crescent Beach will not be paid for any accrued but unused holiday time off. To be eligible for holiday pay, you must work the last scheduled day immediately preceding and the first scheduled day following the holiday.

If a holiday occurs during your vacation period, you will be granted one additional day of vacation period, to be taken at a time approved in advance by your Supervisor.

### B. VACATIONS

Full-time Employees accrue paid vacations in accordance with the schedule below. Part-time and temporary Employees do not accrue paid vacation time.

- Eligible Employees may take up to one week of vacation per year after one year of employment.
- Eligible Employees may take up to two weeks of vacation per year after two years of employment.
- Eligible Employees may take up to three weeks of vacation per year after five years of employment.

Unused vacation at year end will not carry over to the subsequent year, nor will you be compensated for it. Thus, we strongly encourage you to schedule and take vacation, as you will otherwise lose it. You must request vacation as far in advance as possible, but at least sixty (60) days before the desired vacation. Vacations will be scheduled so as to provide adequate coverage of job and staff requirements. The Board of Directors will make the final determination in this regard. Vacation may not be taken in any months other than May, June, July or August, due to seasonal demand, except by special exception. If a holiday occurs during your vacation period, you will be granted one additional day of vacation to be taken at a time approved in advance by your Supervisor. Employees who are discharged or end their employment with Crescent Beach will not be paid for any unused vacation time off.

### C. INSURANCE BENEFITS

#### 1. Medical Insurance

Full-time Employees may be eligible for medical insurance coverage under Crescent Beach's policy. Medical Insurance coverage is a benefit provided by Crescent beach. Employees should consult the Summary Plan description for more complete information about eligibility and details of Crescent Beach's medical insurance plan. Copies of the plan document and summary plan Issued September 1, 1999

description are available from the plan administrator. The plan document is controlling. controlling.

## 2. Disability Insurance

Employees are covered by Florida State Disability Insurance pursuant to the Florida Unemployment Insurance Code. Disability insurance is payable when you cannot work because of illness or injury unrelated to your employment at Crescent Beach or when you are entitled to temporary workers' compensation at a rate less than the daily disability benefit amount.

## 3. Unemployment Compensation

Crescent Beach contributes to the Unemployment Insurance Fund on behalf of its Employees.

## 4. Social Security

Crescent Beach matches each Employee's Social Security contribution dollar for dollar. You may be eligible to receive these benefits upon your retirement and/or perhaps in other circumstances in accordance with the Social Security laws.

## 5. Workers' Compensation

If you are injured or become ill on the job, then you may receive, at no cost to you, workers' compensation insurance benefits which may include medical care, compensation, and vocational rehabilitation. To receive workers' compensation benefits, you must:

- a. Report any work-related injury to your Supervisor immediately.
- b. Complete a written claim form and return it to the President.
- c. Seek medical treatment and follow-up care if required.

State law imposes legal consequences on the abuse of workers' compensation benefits. Crescent Beach will report any concerns of false or fraudulent claims to the workers' compensation insurance carrier for investigation. Any person who makes or causes to be made any knowingly false or fraudulent material statement or material misrepresentation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony and subject to criminal and civil penalties.

## D. SICK LEAVE

Crescent Beach provides paid sick leave to all eligible Employees for periods of temporary absence due to illness or injury. Full-time Employees may take up to five days of sick leave per year. Unused sick leave does not carry over to the next year and you will not be paid for unused sick leave. Part-time and temporary Employees do not accrue sick leave.

Certification by your health care provider is required for absences of more than two consecutive work days or for intermittent absences due to the same reason. A health care provider's certification is also required prior to reinstatement after one of those absences. A health care provider's certification may also be required in other circumstances. It is your responsibility to apply for any disability benefits for which you may be eligible as a result of illness or disability, including Florida State Disability Insurance, workers' compensation insurance, and/or any short-

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term disability insurance benefits for which you qualify. Employees who are discharged or end their employment with Crescent Beach will not be paid for any accrued but unused sick leave.

Sick leave may not be used during holidays, vacation, or hours of work outside an Employee's regular schedule. Your sick leave benefits will be fully integrated with other benefits available to you so that at no time will you be paid more than your regular compensation.

## **E. LEAVES OF ABSENCE**

### **1. General Provisions**

Crescent Beach may grant a leave of absence in certain circumstances. You should notify your Supervisor and/or the Board of Directors in writing as soon as you become aware that you may need a leave of absence. Crescent Beach will consider your request in accordance with applicable law and Crescent Beach's leave policies. You will be notified whether your leave request is granted or denied. If you are granted leave, you must comply with the terms and conditions of the leave, including keeping in touch with your Supervisor or the Board of Directors during your leave, and giving prompt notice if there is any change in your return date.

You must not accept other employment or apply for unemployment insurance while you are on a leave of absence. Acceptance of other employment while on leave will be treated as a voluntary resignation from employment at Crescent Beach. Benefits, such as vacation, sick and holiday pay will not be available while you are on a leave of absence. **Crescent Beach does not guarantee that a position will be available when you are ready to return to work.** If a position is available, you will be credited with the full employment status that existed prior to the start of the leave.

You may be eligible to continue your medical insurance coverage during your leave under the provisions of Florida COBRA. Your Supervisor or the Board of Directors can give you additional information on this subject.

You may be required to use available vacation leave concurrently with an unpaid leave of absence. Available sick leave benefits may be used during occupational medical leaves and pregnancy disability leaves. Any vacation or sick leave payments will be coordinated with any state disability, workers' compensation, or other wage reimbursement benefits for which you may be eligible so that at no time will you be paid more than your regular compensation.

Crescent Beach may hold in abeyance or proceed with any counseling, performance review, or disciplinary action, including discharge, that was contemplated prior to any Employee's request for or receipt of a leave of absence or that has come to Crescent Beach's attention during the leave. If any action is held in abeyance during the leave of absence, Crescent Beach reserves the right to proceed with the action upon the Employee's return. Requesting or receiving a leave of absence in no way relieves Employees of their obligation while on the job to perform their job responsibilities capably and up to Crescent Beach's expectations and to observe all Crescent Beach policies, rules, and procedures.

### **2. Medical Leaves Of Absence**

A medical leave of absence may be granted for medical disabilities as described below, upon the submission of a valid and acceptable health care provider's certification that an Employee is disabled and unable to perform the functions of his or her position. The health care provider's

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written certification must also state when the disability began and when the Employee is expected to be able to return to work.

Crescent Beach will attempt to accommodate Employees returning from a medical leave of absence who are unable to perform the essential functions of the job because of a physical or mental disability.

#### **a. Occupational Medical Leave**

Employees with occupational illnesses, injuries, or disabilities may be granted an occupational medical leave. As an alternative, Crescent Beach may offer the Employee temporary, modified work. Upon the submission of a medical certification that the Employee is able to return to work, the Employee will be reinstated in accordance with applicable law. If an Employee is disabled due to an industrial injury, Crescent Beach will attempt to accommodate the Employee.

### **3. Military Leave (Active And Reserve Service)**

Leave without pay is provided to you when you enter military service of the Armed Forces of the United States or are in the Armed Forces Reserves. You are afforded reemployment rights and retain full seniority benefits for all prior service upon reemployment in accordance with the Uniformed Services Employment and Reemployment Rights Act and Florida law. You need to bring your military service orders to the President for review prior to commencement of the leave.

## **F. OTHER TIME OFF**

### **1. Personal Leaves of Absence**

After one year of employment, a personal leave of absence without pay for up to 90 days may be granted at the discretion of Crescent Beach. Requests for personal leave should be limited to unusual circumstances requiring an extended absence.

Employees are hereby notified that Crescent Beach does not guarantee reinstatement following a personal leave. However, Crescent Beach will offer Employees returning from a personal leave of absence the same position, or a comparable position that the individual is qualified to perform, if either position is available.

### **2. Funeral or Bereavement Time Off**

Any Employee may take up to two consecutive workdays off without pay following the death of the Employee's current spouse, parent, child, sister, brother, grandparent, mother-in-law, father-in-law, daughter-in-law, or son-in-law. Exempt employees will be paid for up to two (2) days of such leave and in accordance with all applicable laws. The President may also approve additional unpaid time off.

### **3. Civic Duty Time Off**

Crescent Beach encourages Employees to serve on jury or witness duty when called. You must notify your Supervisor of the need for time off for jury or witness duty as soon as a notice or summons from the court or a subpoena is received. Non-exempt employees will not receive pay for any time off for civic duty. Exempt Employees will not incur any reduction in pay for a partial week of absence due to jury or witness duty. Any additional time off will be without pay. Verification from the court clerk of having served may be required and you will be expected to

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report or return to work for the remainder of your work schedule on any day you are dismissed from jury or witness duty.

#### 4. Voting Time Off

If you cannot vote in a statewide public election before or after working hours, then you will be allowed sufficient time off to go to the polls. Crescent Beach will pay you for up to the first two hours of absence from regularly scheduled work that is necessary to vote in a statewide public election. Any additional time off will be without pay. You must give reasonable notice to the President of the need to have time off to vote and must give at least three (3) days notice when three days notice is possible.

## **VIII. TERMINATION**

### **A. VOLUNTARY TERMINATIONS**

If you decide to leave your employment with Crescent Beach, we ask that you give us at least two weeks written notice. This will give us the opportunity to make the necessary adjustments in our operation. Please return all property owned by Crescent Beach (e.g., vehicles, computers, keys, uniforms, identification badges, credit cards) prior to your departure. Crescent Beach retains the right to accept your resignation immediately and pay you the amount of straight time compensation you would have earned in place of any further performance.

### **B. INVOLUNTARY TERMINATIONS**

While the decision to commence employment is consensual, the same is not always true when the time comes to terminate the employment relationship. As an at-will employer, Crescent Beach reserves the right to end the employment relationship at any time, with or without cause or notice. In the event your employment is terminated, please return all property owned by Crescent Beach to the President prior to your departure.

## IX. CONCLUSION

### IN CLOSING

Many Crescent Beach policies and Employee benefits have been treated only briefly in this Employee Handbook. If you have any questions or want more information, your Supervisor will be glad to fill in the details for you. The President will also be happy to help you with questions or problems.

**ADDENDUM A**

**AMENDMENT TO EMPLOYEE HANDBOOK**  
on page 21, Part VII BENEFITS; A. HOLIDAYS

**VII. BENEFITS**

**A. HOLIDAYS**

Crescent Beach observes the following ten (10) paid holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Thanksgiving, day following Thanksgiving and Christmas. If a holiday falls on a weekend day, it is usually observed on the preceding Friday or the following Monday. Holiday observance will be announced in advance.

revised: December 10, 1999



## **Addendum B**

Amendments To Employee Handbook on page 21. Part VII Benefits; B. Vacations.

### **VII. Benefits**

#### **B. Vacations**

Full-time employees accrue paid vacations in accordance with the schedule below. Part-time and temporary employees do not accrue paid vacation time.

- Eligible employees may take up to four (4) weeks of vacation per year after fifteen (15) years of employment.

Revised: November 25, 2003

## **Addendum C**

### **HEALTH/MEDICAL ISSUES:**

The Board has instructed Crescent Beach Employees not assist anyone with medical/health issues either in a unit or on property, as this could be a liability to the association. Our employees are not trained personnel for any of these situations, except employees that are trained on the AED (Automated External Defibrillator) and those employees that are licensed in CPR. The employee could hurt themselves or the injured/ill person, if not handled properly. People in need of medical care must call 9-1-1 for assistance.

Effective February 1, 2021 the Board of Directors unanimously approved the following changes to The Employee Handbook of Crescent Beach Condominium which shall be known as

Addendum D.

1. Page 14, I. PERSONNEL RECORDS, third paragraph, after the word 'President' add the following: ***who shall have access to Employee's personnel file.***
2. Page 21, VII. BENEFITS  
A. HOLIDAYS

This section and Amendment A are deleted and replaced with the following language:

***Effective 2/1/21 Crescent beach observes the following paid holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas and three (3) additional days to be taken between May 1 and October 31. Requested vacation days between November 1 and April 30 shall have the approval of your Supervisor with only one office and one maintenance employee being approved for vacation on same date. If a holiday falls on a weekend day, it is usually observed on the preceding Friday or the following Monday. Employees hired prior to 2/1/21 shall be entitled to four (4) additional vacation days to be taken between October 31 and April 30 with Supervisor approval.***

***Holiday pay will be calculated based on your straight time pay rate (as of the date of the holiday) times the number of hours you would have otherwise worked on that day. Holiday pay is not counted for the purposes of calculating an Employee's overtime hours of work or overtime premiums. Employees who are discharged or end their employment with Crescent Beach will not be paid for any accrued but unused holiday time off. To be eligible for holiday pay, you must work the last scheduled day immediately preceding and the first scheduled day following the holiday.***

***If a holiday occurs during your vacation, you will be granted one additional day of vacation period, to be taken at a time approved in advance by your Supervisor.***

3. Page 21, VII BENEFITS  
B. Vacations

**Full-time employees hired after February 1, 2021 shall follow the Vacation Schedule listed on page 21. Same, new full-time employees do not participate in vacation schedule as listed in Addendum B to the current Employee Handbook.**