

VIII. PERSONNEL *(Revised 12/14/16)*

8.01 **EQUAL OPPORTUNITY EMPLOYMENT**

- A. The Sun City Center Community Association, Inc. is an equal opportunity employer and selects the best matched individual for the job based upon the related qualifications regardless of race, color, creed, age, sex, disability, national or ethnic origin and takes affirmative action to insure against such discrimination.
- B. The Sun City Center Community Association, Inc. (Association) is an at-will employer. There is no contract of employment with the Association.

No individual has any authority to offer or enter into an agreement for employment for any specific period of time or to make an agreement for employment other than at-will.

The Association has the right to terminate employment, with or without cause, and with or without notice. Similarly, the employee has the right to resign employment with or without cause or notice.

8.02 **EMPLOYMENT PRACTICES**

A. **Hiring Procedures**

The Human Resources Manager is responsible for providing basic employment information and securing necessary documentation for our files. New applicants and former employees will be processed using the same standards.

B. **Falsification of Application**

Falsification of an application for employment by any employee may be considered grounds for immediate dismissal.

C. **Drug Testing, Physical Examination and Background Check**

The CA is committed to a drug-free workplace. Under no circumstances will the use of alcohol or the use, sale or possession of any illegal substance by any employee be allowed on CA premises. The CA has the right to require random drug and alcohol tests at the discretion of the Community Manager, HR Manager or Board's request.

Every applicant shall be required to pass a pre-employment physical and drug test before the final hiring decision is made. In addition, a criminal background check will be made. The medical exam, drug test, and background checks required as a condition of employment or continued employment will be furnished free to the applicant or employee.

Any employee found to test positive for drugs and/or alcohol will be subject to immediate discharge. Refusal to be tested shall result in immediate termination.

D. **Immigration Act Requirements**

In compliance with the federal Immigration Reform and Control Act of 1986 (IRCA), as amended, The Association is committed to employing only individuals who are authorized to work in the United States. Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. If an employee is authorized to work in this country for a limited period of time, the individual will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by The Association.

E. Social Security Number (SSN) Privacy and protection of Personal Information

To ensure to the extent practicable the confidentiality of employee, applicant, and member personal identifying information, no employee may acquire, disclose, transfer or unlawfully use the SSN, home address or telephone number, personal electronic mail address, internet identification name or password, parent surname prior to marriage, or driver's license number of any employee, applicant, or member, except in accordance with practice policy. The release of employee, applicant, or member personal identifying information to external parties is prohibited except where required by law. Internal access to employee, applicant, or member SSNs is restricted to employees with a legitimate business need for the information. Employee, applicant, or member SSNs will not be publicly posted, displayed, or visibly printed on any identification badge or time card.

Employee, applicant, or member SSNs may be collected in the ordinary course of business for the purpose of identity verification or to administer benefits and in accordance with state and federal laws. Records that include Social Security numbers will be maintained in accordance with federal and state laws.

Any documents that include employee, applicant, or member SSNs and are to be discarded must be destroyed by shredding paper documents and running a data scrubbing program before disposing of electronic storage media.

Any violation of this policy will result in disciplinary action up to and including discharge.

Where this practice policy and operating procedures may conflict with state law, the state law shall supersede this policy.

For more information about this policy and The Association's operating procedures, please contact your supervisor.

8.03 EMPLOYEE CLASSIFICATIONS

A. Work Week - Full-time (30 hours or more)

The normal work week for full-time employees of the Community Association will be from 7:00 AM to 3:30 PM. Approval for overtime must be approved by a Supervisor. When workload permits, two paid rest breaks of 15 minutes may be taken during an eight-hour shift. Breaks are to be observed in accordance with work

activity and scheduling. An unpaid meal period of 30 consecutive minutes is authorized for fulltime employees. Each supervisor has the discretion of setting work schedules specific to his or her unique work requirements. However, any deviations to the above standard hours must be approved by the Community Manager.

Work Week – Less than 30 hours

The normal work week will be established by the supervisor and approved by the Community Manager to best meet the requirements of the position. Employees will be offered a paid 15-minute break for each consecutive 4 hours of scheduled work. Breaks are to be observed in accordance with work activity and scheduling. An unpaid meal period of 30 consecutive minutes is authorized for part-time employees who work at least 6 consecutive hours.

B. Classifications

1. Regular full-time employees – 30 or more hours/week
2. Regular part-time employees - less than 30 hours/week
3. Introductory Period - 90 days
4. Salaried, exempt employees - Managerial positions exempt from Federal Wage and Hour regulations
5. Hourly, non-exempt employees – positions that are subject to Federal Wage and Hour regulations.
6. Evening Shift - may be deemed necessary by the Maintenance Supervisor

C. Pay Day and Pay Deductions

1. All employees are paid bi-weekly or 26 times per year. The pay week is Thursday through Wednesday. Paychecks and/or pay vouchers when direct deposit is implemented are issued on Thursday covering the previous two work weeks. If Thursday is a designated CA holiday, pay day will be the preceding day.
2. The following deductions will automatically be made from employee earnings:
 - a. Federal withholding tax - based on the latest W-4
 - b. Social Security
 - c. State and local taxes (if applicable)
 - d. Group health plans (if enrolled)
 - e. Uniforms (if applicable)
 - f. Supplemental Insurance (if enrolled)
 - g. Any court-mandated deductions

D. Time Card System

Each hourly employee must maintain an accurate record of hours worked using the appropriate record keeping system provided by the CA. Any employee who falsifies time records shall be subject to disciplinary action that may include dismissal. If an employee allows another to record his or her time, both shall be subject to disciplinary action that may include dismissal. Time cards are to be signed by Supervisor and employee prior to submission to the HR Manager.

E. Overtime

Overtime compensation for all employees is earned on those hours worked over 40 hours in a work week. Overtime is paid at a rate of time and one-half the regular rate for all hours worked over 40 hours. Double-time is paid for the seventh day worked in a work week. An unpaid lunch period is scheduled for each employee and permission will not be given to work through the scheduled lunch period unless authorized by the Supervisor. Overtime must be authorized by the Supervisor unless warranted by an emergency situation.

F. Attendance Requirements

Each employee is expected to work the hours assigned by the Supervisor. An employee is required to notify the Supervisor before the beginning of his or her shift if he or she is ill or unable to work. Excessive absenteeism or tardiness is reason for disciplinary action.

G. Personnel Records

Employees must keep the Human Resources Manager informed and up-to-date at all times when any changes occur in their status, i.e., name, address, telephone number, marital or dependency status, or emergency contact.

The CA recognizes an employee's right to privacy. All personnel records are kept in a locked file cabinet or in a password protected electronic file and information contained in these files is used or released only for the following reasons:

1. Verification of employment, date of employment and position held may be released without employee approval to anyone having a valid reason for obtaining such information.
2. Upon request, an employee may see his or her own file but under no circumstances will the file be removed from the Community Manager's office. Inspections must be conducted in the presence of the Human Resources Manager or Community Manager. An employee may submit written comments in disagreement with any material contained in his or her records. Alteration of original documents in an employee's folder is not allowed. An employee may have a copy of any material contained in his or her file.

8.04 EMPLOYEE CONDUCT

A. Smoking

Smoking shall not be permitted in any CA facility. Smoking is permissible only during assigned break and meal times in designated outdoor spaces. All smoking debris shall be disposed of properly.

B. Courtesy and Safety

Courtesy and thoughtfulness create a pleasant, business-like atmosphere. The CA asks that all employees keep their work areas neat, be friendly and cooperative with other employees and with CA members, endeavor to work safely on the job,

report all injuries and unsafe working conditions immediately to their Supervisor, abide by all safety rules, and wear all safety equipment as needed or required.

C. Prohibited Harassment

The Association prohibits harassment of one employee by another employee, supervisor or third party for any reason including, but not limited to: veteran status, race, creed, color, national origin, sexual orientation, sex, age, disability, and any other status protected by law. Harassment of third parties by our employees is also prohibited.

The purpose of this policy is to assure that in the workplace, no employee harasses another for any reason. Any harassment based on protected status is illegal and will not be tolerated at The Association.

While it is not easy to define precisely what harassment is, it includes but is not limited to:

- Verbal harassment such as epithets (nicknames and slang terms), derogatory comments or slurs, threats, unwelcome jokes and teasing;
- Physical harassment, such as assault, impeding or blocking movement, or any physical interference with normal work or movement when directed at an individual;
- Visual forms of harassment, such as derogatory posters, cartoons or drawings;
- Any other conduct that may create an offensive work environment.

Sexual Harassment

Sexual harassment of one employee by another employee, supervisor or third party is against company policy and is unlawful under state and federal law.

While it is not easy to define precisely what sexual harassment is, it includes but is not limited to:

- Repeated and/or unwelcome sexual advances, flirtations, propositions or requests for sexual favors;
- Verbal or graphic conduct of a sexual nature including but not limited to: sexually-related drawings, pictures, objects, jokes, teasing, or descriptions, or other sexually-related comments;
- Physical conduct of a sexual nature including but not limited to: uninvited touching, leering, whistling or obscene gestures.
- Verbal or physical conduct of a sexual nature in which the employee's submission to, or rejection of this conduct is used as the basis for employment decisions, or unreasonably interferes with the employee's work performance by creating a hostile work environment;
- Any other sexual conduct that may create an offensive work environment.

Reporting Harassment or Sexual Harassment

Any employee who feels that (s)he is being harassed should immediately report the facts of the incident(s) and the name(s) of the persons involved to the HR Manager. If the employee does not feel comfortable reporting to this person, or they are a part of the harassing or they have not gotten back to the employee within

five (5) days, the employee should then report the incident to the Community Manager or the President of the Board of Directors.

The Association will investigate all claims and take appropriate corrective action. Any employee, supervisor or agent of The Association who has been found to have harassed or sexually harassed another employee or a third party may be subject to appropriate disciplinary action, up to and including immediate termination of employment, and may be subject to personal legal and financial liability.

There will be no retaliation or adverse action taken against an employee who, in good faith, reports violations of this policy or participate in the investigation of such violations.

Finally, a false accusation of harassment or sexual harassment can, in and of itself, have a serious adverse effect on those who are wrongly accused. Therefore, all employees are expected to act responsibly in helping The Association maintain a workplace that is free from harassment and sexual harassment.

D. Gratuities

Employees may not accept anything of value from members, guests, suppliers or potential suppliers as "tips" or for the purpose of securing preferential treatment. Violation of this policy will result in immediate disciplinary action.

E. Personal Telephone Calls

While the CA recognizes that the use of the telephone during working hours is sometimes necessary, employees are strongly encouraged to use break or meal time for personal telephone calls. In case of an emergency, personal long distance calls may be made on CA phones and may be charged to the employee.

F. Conflict of Interest

No employee of the CA shall engage in any outside business or financial activity which conflicts with the interests of the CA, or which interferes with his or her ability to fully perform job responsibilities. Violation of this policy may result in immediate dismissal. No employee or employee's immediate family member may have a financial interest in a supplier to the CA.

G. Dress Code

A neat professional appearance is a requirement of the Community Association. It is expected that all employees will exercise good judgment and dress appropriately for their jobs. Here are some factors that should be taken into consideration when determining appropriate dress:

- Acceptable appearance, to protect the CA's image.
- The nature of your work.
- Safety considerations, such as necessary precautions when working near machinery or hazardous work areas.
- The nature of your public contact, and the normal expectations of outside parties with whom you work.
- The prevailing dress practices of other workers in similar jobs.

- Maintenance employees shall be required to wear proper safety equipment when necessary for a particular job at all times, without exception. Closed toe shoes are required for maintenance positions.
- Maintenance employees are required to wear the SCCCA shirt provided and either pants, blue jeans or shorts no more than two inches above the knee.

When an employee's dress does not comply with established standards, the supervisor will discuss the matter with the employee. If continued counseling fails to bring the desired response, the supervisor may initiate disciplinary action.

H. Political Activity

An employee's status will not be affected because of participation or non-participation in lawful civic and political activities. However, civic or political activity shall be conducted after working hours only.

I. Children on CA Property

Children of employees are allowed on CA property for brief, informal visits as long as such visits are infrequent and are not distracting or disruptive. In case of emergencies in which an employee has no other viable child care solution, an exception can be made upon approval by the Community Manager in concurrence with the Board President.

J. Association & Personal Vehicles

The Association employees may not drive any business vehicle without being prior approved. Before being approved to operate an Association vehicle, a valid driver's license will be verified. Employees approved to drive on Association business are required to inform The Association of any changes that may affect either their legal or physical ability to drive or their continued insurability. Driving is considered only an incidental function of the position.

Employees who drive a vehicle on Association business must exercise due diligence to drive safely and maintain the security of the vehicle and its contents at all times. Employees are also responsible for any driving infractions or fines that occur as a result of their driving.

Cell phone use while driving is strictly prohibited.

Employees must report any theft or malicious damage involving an Association vehicle, regardless of the extent of the damage. Such reports must be made as soon as possible, but no later than 48 hours after the incident.

Employees are not permitted, under any circumstances, to operate an Association vehicle or a personal vehicle for company business when any physical or mental impairment causes the employee to be unable to drive safely. Additionally, employees shall not operate any Association vehicle at any time or operate any personal vehicle for Association business while using or consuming alcohol, illegal drugs or prescription medications that may affect their ability to drive. These prohibitions include circumstances in which the employee is temporarily unable to

operate a vehicle safely or legally because of impairment, illness, medication or intoxication.

Use of Association vehicles will be for business purposes only. No personal use unless authorized by Supervisor in advance of use.

8.05 EMPLOYEE EVALUATION

A. Evaluation

Every employee is initially evaluated after a 90 day introductory period starting on the date of his or her employment. The Community Manager may terminate an employee during the introductory period without further recourse. Upon completion of the introductory period, a new employee will be considered a full-time employee or part-time employee as defined in 8.03 B and, therefore, is eligible for benefits that apply.

B. Pay For Performance

The Community Association strives to pay competitive salaries. In turn, it is expected that employees will perform their duties in a satisfactory and responsible manner.

The Pay for Performance salary plan and appraisal system strives to measure this performance as objectively as possible. Both the quality and quantity of an employee's work and other such factors as deemed necessary are an important part of this system. It also serves as feedback to the employee concerning his or her performance strengths and weaknesses.

Job performance reviews will normally be completed annually for each employee. During the first year of employment, performance reviews are conducted after 90 days, then annually. Special performance reviews may be made as determined by an employee's Supervisor.

The Human Resources Manager will notify each Supervisor thirty (30) days in advance of each employee's review date. Each review shall be signed by the employee indicating that he or she has read the review, not that he or she agrees or disagrees with its contents. The employee may record any comments he or she may have concerning the review. All reviews conducted shall be kept in the employee's official personnel folder.

All changes in benefit plans and/or salary grids (annually) shall require approval by the Board.

C. Anniversary Date

The anniversary date shall be the employee's first day on the job. In the case of rehiring a past employee, the anniversary date shall become the re-hire date.

8.06 EMPLOYEE BENEFITS

A. Insurance

1. Life Insurance

Group life and accidental death and dismemberment insurance is provided for all regular full-time employees, upon completion of the 90 day introductory period, at no cost to the employee. The following amounts will be paid to the employee's designated beneficiary or legal representative upon his or her death:

Life.....\$25,000 *
Accidental Death and Dismemberment.....to \$25,000 *

* or maximum amount allowed by employee's age, whichever is less.

2. Health Insurance

Upon completion of the 90 day introductory period, employees and their qualified dependents are eligible for enrollment in a comprehensive group medical package which provides hospital, surgical, accidental, vision, and dental benefits. Insurance is provided on an optional cost-sharing basis. Coverage will be effective the 91st day of employment.

The employee must be a full-time employee with a regularly scheduled work week of at least 30 hours to be eligible for this benefit.

Qualified dependent coverage is for those who meet the definition of a dependent as outlined in the Plan Document.

Applications for any or all health benefits will be supplied by the Human Resources Manager prior to eligibility. Employee participation will be through payroll deduction.

3. Workers' Compensation Insurance *(Added 6/9/10)*

The CA provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

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

Neither the CA nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by the CA.

4. Supplemental Insurance *(Added 6/9/10)*

Upon completion of the 90 day introductory period, employees and their qualified dependents are eligible to enroll in a supplemental insurance

program. This optional insurance is offered but is not on a cost sharing basis. All costs for this benefit are paid by the employee.

B. Vacation

1. All full time employees shall earn vacation days based on continuous service which shall include approved vacation days, approved personal days and excused absences.
2. Vacation time shall be earned at the rate of one day for each complete month of employment in the year ending December 31: a maximum of 10 days can be earned in one year. Those days are then to be used in the following calendar year only. In the sixth full calendar year of employment ending December 31, and in each subsequent full year thereafter, the employee shall earn 1 1/4 days per month to be used the following calendar year. Employees hired after January 1 shall earn vacation days in accordance with the above and be eligible to use those days after December 31.

Vacation time, in lieu of pay increase, may be granted with prior approval of the employee's Supervisor and the Community Manager which, if approved, would exceed maximum days allowable. This would be calculated on a case by case basis.

3. All use and scheduling of vacation time must be requested of and approved by the Supervisor.
4. (a) Vacation days earned in any calendar year must be taken by December 31 of the following year.
 - (b) If an individual is on sick leave on December 1 and unable to take all of his or her vacation by December 31, that portion of the unused vacation may be carried over to the following year.
 - (c) Under special circumstances, the Community Manager may approve exceptions to this section on an individual basis.
5. Non-exempt employees can take time off in parts of a day. Exempt employees can take time off in no less than ½ a day and count the hours against vacation or personal time.
6. A holiday designated by the Association which falls within an approved vacation leave shall count as a holiday and not as a day of vacation.
7. Personal days can be used in conjunction with vacation leave.
8. In the event of voluntary termination of employment, with two weeks notice, an employee will be paid for all earned days of vacation.
9. Part-time employees do not earn vacation.

10. Pay, in lieu of vacation, may only be granted with prior approval of the employee's Supervisor and the Community Manager. The funds must be available within the budget.

C. Holidays observed by the CA:

New Year's Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving	Fourth Thursday in November Friday after Thanksgiving
Christmas Eve	1:00 PM
Christmas Day	December 25
New Year's Eve	1:00 PM
Employee's Birthday *	Effective January 1, 2003

1. If the above holidays (with exceptions as noted with an *) fall on Saturday, the preceding Friday will be the holiday. If they fall on Sunday, the following Monday will be the holiday.
2. In order to be eligible for holiday pay, an employee must have worked the last regularly scheduled work day prior to the holiday and the first regularly scheduled work day immediately following the holiday.
3. Part-time employees are only eligible for national holiday pay, if the national holiday falls on the part-time employee's regularly scheduled work day. Part-time employees are paid holiday pay determined by the number of hours the employee would have worked if the day were not a holiday. *(Revised 4/27/17)*
4. Employees required to work on a CA recognized holiday are paid at their normal straight time rate plus holiday pay, if eligible, at the regular straight time rate.
5. A holiday designated by the Association which falls within an approved vacation leave shall count as a holiday and not as a day of vacation.
6. Employees may take religious holidays not designated as CA holidays, without pay or can use vacation or personal time pay, if scheduled in advance with the Supervisor.

D. Personal Leave *(Amended 4/12/06)*

1. A regular full-time employee will earn one-half day of personal leave for each month worked (i.e. four hours for a 40 hour work week employee and three hours for those employees working less than 40 hours per week).
2. After employee's 90 day introductory period is completed, personal leave is calculated retroactive to employee's date of hire. This leave may be used for medical and/or personal reasons. Leave can be accumulated and a total of 40 hours can be carried over into the following year.
3. Personal leave should be scheduled by the employee with his or her Supervisor as far in advance as possible.

E. Funeral Leave (Amended 1/9/13)

1. Any full-time employee who has completed the 90 day introductory period may be granted up to three days (the day before, the day of, and the day after) leave with pay to arrange for or attend the funeral of an immediate family member. An immediate family member is defined as husband, wife, significant other/partner, son, daughter, step-son, step-daughter, step-sister, step-brother, mother, father, sister, brother, grandmother, grandfather, grandson, granddaughter, mother-in-law, or father-in-law. In the case of a death of a brother-in-law, sister-in-law, niece, or nephew, the employee will be granted leave on the day of the funeral with pay.
2. No payment will be made for any days of the funeral leave which fall on a non-working day, paid holiday or part of the employee's vacation.

F. Jury Duty

1. If an employee is called for mandatory jury duty and has completed the 90 day introductory period, the CA will guarantee that the total pay received for jury duty and hours worked will amount to the pay he or she would have received for the scheduled week for a period of no more than ten days per calendar year.
2. Employees must notify their Supervisor within 24 hours of receiving notice for Jury Duty. They must also furnish a written statement from the Court showing the date and time served and the amount of pay received. The employees must work at their regular jobs during the hours they are not required to be in Court.

G. Individual Retirement Account

All employees who have completed 90 days of continuous service and whose total yearly compensation is more than \$400 will be enrolled in a CA sponsored Individual Retirement Account (IRA) as determined by the Board annually. Information regarding enrollment is available from the Human Resources Manager.

H. Fitness Center

Any CA regular full-time or part-time employee may use the SCCCA Fitness Center before or after such employee's working hours provided space and/or equipment is available.

I. Club Participation (Added 5/8/13)

Employees who are not members of the Community Association as a general rule are not allowed to join clubs or join in sporting events sponsored by the Community Association unless they are specifically requested to do so by the sponsoring club or organization. Employees will be responsible to pay any dues assessed. Community Manager permission is required prior to joining a club.

J. Leave of Absence

The Community Manager, with approval of the employee's Supervisor, may grant a leave of absence (LOA) without pay, not to exceed eight (8) weeks, to a full-time employee.

A LOA will be granted for medical, military, maternity, or personal reasons. Any accumulated vacation time or personal days not yet taken will first be applied against the leave. The leave must be requested in writing through the employee's Supervisor.

If the leave of absence without pay is granted, all CA benefits will be suspended when the LOA begins. However, accumulated seniority prior to leave will not be affected. All benefit coverage ends while the employee is on leave, unless the employee elects to continue coverage by paying the full cost of the coverage commencing with the day leave begins.

Except in the case of emergency, the employee should request a leave of absence as far in advance as possible. Employee shall notify his or her Supervisor two weeks before expiration of LOA to discuss return to work.

Short Term Disability (Serious Illness, Injury or Disability)

The CA provides a short-term disability (STD) benefits plan that is not to exceed 90 calendar days in any twelve month period to eligible regular salaried employees who are unable to work because of a disability due to an injury or illness. Eligible regular salaried employees may participate in the STD plan subject to all terms and conditions of the CA.

All other employees can pursue STD benefits through the supplemental insurance program. The supplemental coverage and its premium is the total responsibility of the employee.

Doctor's Release *(Amended 9/12/07)*

A Doctor's release is required prior to returning to work after a five day or greater absence due to injury or illness. (Also see Return to Work Policy 8.08.)

Military

A full time employee with over one year continuous service may be granted up to two weeks military leave per year (10 working days) to meet short term military training obligations. The CA will pay the difference between the employee's normal pay and the amount of pay received from the military during the two weeks military leave. It will be necessary for the employee to provide a statement from the appropriate military branch showing the date and time served and the amount of pay received.

Any training in excess of two weeks per calendar year is to be taken as vacation, personal leave or leave without pay.

Notification must be given to the employee's Supervisor at least two weeks prior or as soon as possible to his or her scheduled military duty .

8.07 SEPARATION OF EMPLOYMENT

A. Reasons for Termination of Employment

Voluntary Termination/Resignation – It is expected that employees who voluntarily terminate their employment with The Association will give a two (2) week notice, in writing, to their supervisor to allow for an effective transition of responsibilities and return of company property. Persons voluntarily terminating employment, with two weeks notice, will receive earned vacation pay and personal leave.

Job Abandonment – An employee who fails to report to work for two (2) consecutive workdays, and fails to notify his/her supervisor of the reason for absence from work will be considered to have voluntarily resigned his/her position.

An appeal may be made in writing to the employee's immediate supervisor. If it is determined that there were extenuating circumstances for the absence and failure to notify, the employee may be reinstated.

Layoff – There may be times that a position at The Association may need to be eliminated due to budgetary constraints. If an employee is subject to a layoff The Association will make every effort to notify the employee as soon as practicable. Any employee laid off through a reduction in force will be paid all accrued and earned vacation pay and personal leave.

Retirement – Voluntary employment termination by an employee meeting age, length of service, and any other criteria for retirement from The Association.

Involuntary Terminations – Employment at The Association is at-will. Termination of employment may be for any reason (e.g., misconduct, tardiness, absenteeism, unsatisfactory performance, etc.) or for no reason at all. An employee's immediate Supervisor has the authority to issue a formal, written warning for any breach of CA policy or work responsibilities which are deemed by the Supervisor to be serious. Two formal warnings shall be considered sufficient grounds for a disciplinary discharge. An employee may be terminated with no formal warning, especially for actions such as violence against another employee, or Association Member, or embezzlement. A formal warning becomes a part of the employee's permanent file.

Any earned benefits may be forfeited for Involuntary Termination or if the employee fails to give proper notice..

B. Termination of Benefits

The coverage for an employee and his or her dependents will terminate on the earliest of the following date:

1. The date the Company Plan is terminated.
2. The date the employee is no longer actively employed.
3. With respect to a covered dependent, the date coverage terminates for the covered employee or the date such dependent no longer meets the qualifications of an eligible dependent.
4. The date all coverage or certain benefits are terminated by modification of the Plan.
5. The date an employee or dependent enters the Active Duty Armed Forces.

6. The date the employee fails to make any required contribution.
7. The date an active employee or his or her eligible covered dependant spouse elects Medicare as the primary plan of benefits.

C. Conversion Privileges

Conversion privileges are available through COBRA. Such election must be made according to COBRA regulations. All information and applications will be supplied through CobraServ. Premium rates and benefits will be those currently offered by the insurance company at the time application is made in addition to CobraServ administrative costs.

D. References

Information provided to prospective employers of former employees shall include dates of employment, positions held and most recent salary only. All inquiries must be in writing on company letterhead and all responses shall be in writing.

8.08

GRIEVANCE PROCEDURE

In an effort to establish the smoothest possible working relationship among CA employees, the following uniform procedure for settling employee complaints and grievances has been established.

- A. Any employee affected by a management decision or action that the employee believes is not in compliance with CA policies must first discuss the problem with his or her immediate supervisor no later than five (5) working days after the problem occurs or after the employee has become aware of its occurrence.
- B. If the employee is not satisfied with the answer in Step A, he or she may appeal the decision to the Community Manager. The appeal must be in writing describing the complaint in detail and the remedy sought. Such appeal must be made within five (5) business days of the date of the response from his or her immediate supervisor in Step A. The Community Manager will meet with the employee to review the complaint within five (5) business days of receiving the appeal. Once this meeting is concluded, the Community Manager has five (5) business days to review the facts of the complaint and render a decision in writing.
- C. The Community Manager shall on a timely basis keep the Board informed of the status of all grievances.
- D. If the employee is not satisfied with the answer in Step B, he or she may file a request with the Board of Directors to review the grievance. The request must be submitted in writing within five (5) business days from the response by the Community Manager. After receipt, the Board of Directors shall have seven (7) business days to review the grievance and render a final and binding decision. Should the Board of Directors decide not to review the grievance, the employee will be informed in writing that the action determined in Step B is final and binding.

WHISTLEBLOWER POLICY *(amended 2/12/25)*

This whistleblower policy of Sun City Center community Association, Inc. (CA): (1) encourages staff to come forward with credible information on illegal practices or serious violations of adopted CA policy; (2) specifies that the CA will protect the person from retaliation; and (3) identifies where such information can be reported.

1. **Encouragement of reporting.** The CA encourages complaints, reports or inquiries about illegal practices or serious violations of the CA policies. Appropriate subjects to raise under this policy would include financial improprieties, accounting, or audit matters, ethical violations, or other similar illegal or improper practices or policies. Other subjects on which the CA has existing complaint mechanisms should be addressed under those mechanism, such as raising matters of alleged discrimination or harassment via the CA human resources channels, unless those channels are themselves implicated in the wrongdoing. This policy is not intended to provide a means of appeal from outcomes in those other mechanisms.
2. **Protection from Retaliation.** The CA prohibits retaliation by or on behalf of the CA against staff for making good faith complaints, reports or inquiries under this policy or for participating in a review or investigation under this policy. This protection extends to those whose allegations are made in good faith, but proved to be mistaken. The CA reserves the right to discipline persons who make bad faith, knowingly false, or vexatious complaints, reports or inquiries, or who otherwise abuse this policy.
3. **Where to report.** Complaints, reports or inquiries may be made under this policy on a confidential or anonymous basis. They should describe in detail the specific facts demonstrating the basis of the complaints, reports or inquiries. They should be directed to the CA manager. If the CA manager is implicated in the complaint, report or inquiry, they should be directed to the CA board president. The CA will conduct a prompt discrete and objective review or investigation. Staff must recognize that the CA may be unable to fully evaluate a vague or general complaint, report, or inquiry that is made anonymously.

1. Policy Statement

It is the policy of Sun City Center Community Association, Inc. when possible, to modify work assignments for a limited period to assist employees who are temporarily restricted from performing their regularly assigned duties due to an on-the-job injury.

Note: This policy should not be construed as recognition that an employee has a disability as defined by the Americans with Disabilities Act (ADA) of 1990.

2. Purpose

- a) It is the intent of the Community Association's RETURN-TO-WORK Program to provide temporary modified-duty for employees who are partially disabled due to illness or injuries. Each department will attempt to accommodate employees who cannot perform the basic duties of their job. This policy provides guidelines for administering a modified duty program to limit the number of lost workdays an injured or ill employee may incur by providing meaningful work of a restricted or limited nature.
- b) The Community Association shall make every effort to bring ill or injured employees back to work as long as this will not cause any harm to the employee, others, or company property. The Community Association shall strive to assist the employee to return to his or her former position, and to cooperate in the employee's rehabilitation.

2. Scope and Objective

- a) The Community Association will provide temporary transitional duty whenever possible for a period of up to seven (7) calendar days to determine the degree of improvement.
- b) An extension in excess of seven (7) calendar days may be allowed on a case-by-case basis, when recovery is incomplete.
- c) Such extensions will be reviewed every seven (7) calendar days thereafter and modified work may continue to be provided in cases where improvement continues.

The objectives of the Community Association's RETURN-TO-WORK Program are to:

- a) Allow the employee to remain in the work force and resume productive employment as soon as possible.
- b) Enable the worker to gradually overcome medical restrictions through a transitional period of modified-duty, work-reconditioning assignments.
- c) Comply with all applicable parts of the Americans with Disabilities Act (ADA) and with all appropriate parts of the Family and Medical Leave Act (FMLA).
- d) Comply with all applicable state laws.

3. Definitions

- a) A **RETURN-TO-WORK (Modified Duty)** position is a temporary position to which an employee is assigned when he/she is unable to return to his/her regular position following an on-the-job injury or illness. The Return-to-Work position temporarily addresses the restrictions placed on an individual by the employee's treating doctor.
- b) **Employment related injury** is an injury or occupational disease, which arises out of the course and scope of employment and is a compensable injury or illness.
- c) **Physician** in this policy means a doctor of medicine, osteopathic medicine, optometry, dentistry, podiatry, or chiropractic who is licensed and authorized to practice.

4. Eligibility

To be eligible for participation in the RETURN-TO-WORK Program, an employee must provide a written statement from his/her treating physician that he/she is:

- a) Temporarily unable to perform his/her essential duties, following an employment related injury or illness. This written statement shall be specifically supported by treating physician's written recommendations on duration and physical limitations of employee, and
- b) Capable of carrying out work of a lighter or modified nature from his/her regular duties and is expected to return to his/her regular duties within seven (7) calendar days.

5. Type of Work

- a) The Community Association will provide temporary transitional duty whenever possible and practical, and will cooperate in every way possible to provide:
 - 1) Regular duties on a limited basis,
 - 2) Modified duty, and/or
 - 3) Special assignments for the recovering employee.
- b) Whenever possible, attempts will be made to allow the employee to remain in his or her original classification or job function with modified duties.
- c) Special assignments and/or modified duties in addition to regular duties will be determined by the Community Association Manager and by the supervisor of the department in which the employee will be working after taking into consideration the employee's medical restrictions.
- d) The Community Association maintains the right to assign employees on modified duty to any job within the facility that will not exceed their

restrictions and they are capable of doing. Modified duties may not be desirable to the employee. Job availability for work related injuries would take precedence over non-work related injuries.

- e) Employees on modified duty may be assigned to work on any shift at the discretion of the company. While modified duty employees may not be able to work or be assigned to work a full-time schedule, in no case shall modified duty employees work overtime.
- f) The Community Association Manager and/or supervisor will supervise all employees undergoing rehabilitation and/or modified duty. When these employees are assigned to their regular departments, they will report to the supervisor in that department under the direction of the Community Association Manager. Employees undergoing rehabilitation who are not working in their regular departments will be given assignments by the Community Association Manager and/or supervisor.
- g) On evening shifts, night shifts, and weekends, modification of job duties may be made at any time by the supervisor of an employee who has reported an injury, until the employee sees the Community Association Manager.
- h) The Community Association Manager will develop and maintain the necessary administrative procedure and associated forms and reports to support the RETURN-TO-WORK Program.
- a) Program Extension An extension in excess of up to seven (7) calendar days may be allowed on a case-by-case basis, when recovery is incomplete.
- b) Such extensions will be reviewed every seven (7) calendar days thereafter and modified work may continue to be provided in cases where improvement continues.

6. Medically Unable to Report

- a) Any person who is unable to report for work due to an injury or illness, whether that injury or illness occurred in the workplace or not, must check in with their immediate supervisor at least bi-weekly by phone or in person.
- b) The injured employee may be asked to produce appropriate medical documentation on his or her condition to verify there has or has not been a change in their physical status as it affects returning to work.
- c) At the discretion of the Community Association, the employee may be asked to see a physician that the Community Association designates.

7. Compensation and Benefits

- a) The Community Association Manager, with supervisor input, will determine the rate of pay for the job being performed and this will be evaluated every thirty (30) days.

At no time will the rate of pay be less than the specified Florida labor rate.

8. Employee's Responsibilities

- a) The employee shall be responsible to report all job-related injuries and any medical restrictions to their immediate supervisor. The employee shall keep their Supervisor informed of any change in job-related restrictions.
- b) The employee shall adhere to all medical advice and directives as prescribed by the treating physician, nurse, or other medically qualified professional. The employer should question any medical directives, which may not be clearly understood. Failure to adhere to any medical restrictions may result in disciplinary action.
- c) The employee shall not perform any activity, which is not in accord with job-related restrictions, both on and off the job. If the employee feels that tasks have been assigned which violate these restrictions, he or she should immediately inform his or her Supervisor. Failure to adhere to any work-related medical restrictions may result in disciplinary action.

9. Doctor's Appointments

- a) The Community Association's notification policy regarding doctor's appointments will also apply to employees undergoing rehabilitation.
- b) If the employee requires follow-up treatment or a doctor's appointment, which cannot be scheduled during his or her non-working time, the Community Association shall compensate the employee for any straight-time lost from work due to said treatment or appointment; provided that the employee must have given the Community Association sufficient and reasonable prior notice that such treatment or appointment could not be scheduled during non-working time, in which case the Community Association shall have the right to attempt to change the employee's treatment or appointment to non-working time and, if able to do so, the employee shall not be entitled to compensation if the employee chooses nevertheless to keep the treatment or appointment on working time.

10. Failure to Participate

- a) Employees who are assigned to "modified duty" are expected to keep medical appointments and participate in follow-up rehabilitation treatment as necessary.
- b) Failure of the employee to participate in medical and rehabilitation treatment may be considered a violation of work rules and may result in disciplinary action.

11. Medical Reevaluation

- a) Employees shall be re-evaluated by a company-designated already engaged physician within seven (7) calendar days of their last examination, or physician's advice, to determine whether their modified duty status should be continued.

12. Supervisor's Responsibilities

- a) The Supervisor for the area that the injured employee is assigned for modified duty shall ensure that the employee is complying with job-related restrictions as noted on the modified duty form.
- b) Supervisors directing modified duty employees shall assign those employees to jobs, which can accommodate their restrictions. If no jobs are available within your department, contact the Community Association Manager to discuss options or arrange for departmental transfer.
- c) Each supervisor should compile and maintain a list of departmental job duties that meet light duty requirements. This list should be updated yearly and a copy given to the Community Association Manager.

13. Program Coordination

- a) The HR Manager will coordinate the RETURN-TO-WORK Program. This includes the responsibility to review and update the program as needed to ensure that it meets the needs of the Community Association and its employees.
- b) Decisions regarding the appropriateness of modified duty and contacts with the affected employee, the employee's supervisor, labor representatives, and medical personal shall be made by the HR Manager and/or Community Association Manager.
- c) If possible, the Community Association Manager and/or supervisor will arrange for temporary work assignment for modified duty employees where no appropriate work is available within the employee's regular department.
- d) The HR Manager and/or Community Association Manager will be the primary contact with all physicians and medical professionals, and shall provide information on an injured employees current job description, the modified duty policy, and the types of modified duty, which are available.
- e) The HR Manager and/or Community Association Manager will also provide such physicians with periodic updates and any change of status relating to the modified duty program. If additional information is requested by medical professionals, such as job descriptions for a specific ill or injured employee, the HR Manager and/or the supervisor shall provide such additional information.
- f) The HR Manager shall schedule all employees' medical appointments as necessary, and keep all necessary and appropriate records.