



# **EMPLOYEE HANDBOOK**

La Casa Del Sol Council of Co-Owners



## **EMPLOYEE HANDBOOK**

La Casa del Sol Council of Owners

*Reviewed and updated April 4, 2020*

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## FOREWORD

La Casa del Sol

Whether you have just joined our staff or have been at La Casa del Sol for a while, we are confident that you will find our company a dynamic and rewarding place in which to work, and we look forward to a productive and successful association. We consider the employees of La Casa del Sol to be one of its most valuable resources. This handbook has been written to serve as the guide for the employer/employee relationship.

There are several things to keep in mind about this handbook. First, it contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit or the applicability of a policy or practice to you, you should address your specific questions to the Board of Director in charge of resort operations or the Board of Directors as a whole. Neither this handbook nor any other company document confers any contractual right; either expressed or implied, to remain in the company's employ. Nor does it guarantee any fixed terms and conditions of your employment. Your employment is not for any specific time and may be terminated at will with or without cause and without prior notice by La Casa del Sol, or you may resign for any reason at any time. No supervisor or other representative of the company has the authority to enter into any agreement for employment for any specified period of time or to make any agreement contrary to the above.

The procedures, practices, policies and benefits described here may be modified or discontinued from time to time. We will try to inform you of any changes as they occur.

This handbook and the information in it should be treated as confidential. No portion of this handbook should be disclosed to others, except La Casa del Sol employees and others affiliated with La Casa del Sol whose knowledge of the information is required in the normal course of business.

Some subjects described in this handbook are covered in detail in official policy documents. Refer to these documents for specific information because the handbook only briefly summarizes those guidelines and benefits.

## Employee Handbook Acknowledgment and Receipt

**I have received my copy of the Employee Handbook.**

The employee handbook describes important information about La Casa del Sol, and I understand that I should consult my manager regarding any questions not answered in the handbook. I have entered into my employment relationship with La Casa del Sol voluntarily and acknowledge that there is no specified length of employment. **Accordingly, either I or La Casa del Sol can terminate the relationship at will, with or without cause, at any time, so long as there is not violation of applicable federal or state law.**

This handbook and the policies and procedures contained herein supersede any and all prior practices, oral or written representations, or statements regarding the terms and conditions of my employment with La Casa del Sol. By distributing this handbook, La Casa del Sol expressly revokes any and all previous policies and procedures that are inconsistent with those contained herein.

I understand that, except for employment-at-will status, any and all policies and practices may be changed at any time by La Casa del Sol, and La Casa del Sol reserves the right to change my hours, wages and working conditions at any time. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify or eliminate existing policies. *Only the Board of Directors of La Casa del Sol has the ability to adopt any revisions to the policies in this handbook.*

**I understand and agree that nothing in the Employee Handbook creates, or is intended to create; a promise or representation of continued employment and that employment at La Casa del Sol is employment at will, which may be terminated at the will of either La Casa del Sol or myself. Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document.** I understand and agree that employment and compensation may be terminated with or without cause and with or without notice at any time by La Casa del Sol or me.

I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

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Employee's Signature

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Employee's Name (Print)

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Date

**TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE**

## **DIVERSITY**

### **Equal Employment Opportunity Statement**

La Casa del Sol provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, marital status, amnesty or status as a covered veteran in accordance with applicable federal, state and local laws. La Casa del Sol complies with applicable state and local laws governing nondiscrimination in employment in every location in which the company has facilities. This policy applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

La Casa del Sol expressly prohibits any form of unlawful employee harassment based on race, color, religion, gender, sexual orientation, national origin, age, genetic information, disability or veteran status. Improper interference with the ability of La Casa del Sol employees to perform their expected job duties is absolutely not tolerated.

### **La Casa del Sol's Anti-harassment Policy and Complaint Procedure**

La Casa del Sol is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment. Therefore, La Casa del Sol expects that all relationships among persons in the office will be business-like and free of bias, prejudice and harassment.

It is the policy of La Casa del Sol to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, marital status, amnesty or status as a covered veteran. La Casa del Sol prohibits any such discrimination or harassment.

La Casa del Sol encourages reporting of all perceived incidents of discrimination or harassment. It is the policy of La Casa del Sol to promptly and thoroughly investigate such reports. La Casa del Sol prohibits retaliation against any individual who reports discrimination or harassment or who participates in an investigation of such reports.

### **Definitions of Harassment**

Sexual harassment constitutes discrimination and is illegal under federal, state and local laws. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or c) such conduct has the purpose or effect of

unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, whistling or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal or visual conduct of a sexual nature.

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal, written or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, gender, sexual orientation, national origin, age, disability, marital status, citizenship, genetic information or any other characteristic protected by law or that of his/her relatives, friends or associates, and that a) has the purpose or effect of creating an intimidating, hostile or offensive work environment; b) has the purpose or effect of unreasonably interfering with an individual's work performance; or c) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group and that is placed on walls or elsewhere on the employer's premises or circulated in the workplace, on company time or using company equipment via e-mail, phone (including voice messages), text messages, tweets, blogs, social networking sites or other means.

### **Individuals and Conduct Covered**

These policies apply to all applicants and employees, whether related to conduct engaged in by fellow employees or someone not directly connected to La Casa del Sol (e.g., an outside vendor, consultant or customer).

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

### **Complaint Process**

Individuals who believe they have been the victims of conduct prohibited by this policy statement or who believe they have witnessed such conduct should discuss their concerns with their immediate supervisor or any member of management.

When possible, La Casa del Sol encourages individuals who believe they are being subjected to such conduct to promptly advise the offender that his or her behavior is unwelcome and request that it be discontinued. Often this action alone will resolve the problem. La Casa del Sol recognizes, however, that an individual may prefer to pursue the matter through complaint procedures.



La Casa del Sol encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken before relationships become irreparably strained. Therefore, although no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have another relevant knowledge.

Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action.

Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed. Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately.

If a party to a complaint does not agree with its resolution, that party may appeal to the La Casa del Sol Board of Directors.

False and malicious complaints of harassment, discrimination or retaliation may be the subject of appropriate disciplinary action.

## EMPLOYMENT

### Employee Classification Categories

All employees are designated as either nonexempt or exempt under state and federal wage and hour laws. The following is intended to help employees understand employment classifications and employees' employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. The right to terminate the employment-at-will relationship at any time is retained by both the employee and La Casa del Sol.

**Nonexempt employees** are employees whose work is covered by the Fair Labor Standards Act (FLSA). They are NOT exempt from the law's requirements concerning minimum wage and overtime.

**Exempt employees** are generally managers or professional, administrative or technical staff who ARE exempt from the minimum wage and overtime provisions of the FLSA. Exempt employees hold jobs that meet the standards and criteria established under the FLSA by the U.S. Department of Labor.

La Casa del Sol has established the following categories for both nonexempt and exempt employees:

- **Regular, full time:** Employees who are not in a temporary status and who are regularly scheduled to work the company's full-time schedule of 40 hours per week.
- **Regular, part time:** Employees who are not in a temporary status and who are regularly scheduled to work less than the full-time schedule but at least 20 hours each week.
- **Temporary, full time:** Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work the company's full-time schedule for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status.
- **Temporary, part time:** Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work less than the company's full-time schedule for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status.

Temporary workers are not eligible for company benefits unless specifically stated otherwise in company policy or are deemed eligible according to plan documents.

## **Background and Reference Checks**

To ensure that individuals who join La Casa del Sol are well qualified and to ensure that La Casa del Sol maintains a safe and productive work environment, we may at our discretion, conduct pre-employment background checks on all applicants who accept an offer of employment. Background checks may include verification of any information on the applicant's resume or application form.

Offers of employment may be conditional and based on receipt of a background check report that is acceptable to La Casa del Sol. All background checks are conducted in conformity with the Federal Fair Credit Reporting Act, the Americans with Disabilities Act, and state and federal privacy and antidiscrimination laws. Reports are kept confidential and are only viewed by individuals involved in the hiring process.

If information obtained in a background check would lead La Casa del Sol to deny employment, a copy of the report will be provided to the applicant, and the applicant will have the opportunity to dispute the report's accuracy. Background checks may include a criminal record check, although a criminal conviction does not automatically bar an applicant from employment.

Additional checks such as a driving record or credit report may be made on applicants for particular job categories if appropriate and job related.

La Casa del Sol also reserves the right to conduct a background check for current employees to determine eligibility for promotion or reassignment in the same manner as described above.

## **Nepotism, Employment of Relatives and Personal Relationships**

La Casa del Sol wants to ensure that corporate practices do not create situations such as conflict of interest or favoritism. This extends to practices that involve employee hiring and promotion. Close relatives, partners, those in a dating relationship or members of the same household may not be permitted (at the discretion of La Casa del Sol) to be in positions that have a reporting responsibility to each other. Close relatives are defined as husband, wife, domestic partner, father, mother, father-in-law, mother-in-law, grandfather, grandmother, son, son-in-law, daughter, daughter-in-law, uncle, aunt, nephew, niece, brother, sister, brother-in-law, sister-in-law, step relatives, cousins and domestic partner relatives.

If employees begin a dating relationship or become relatives, partners or members of the same household and if one party is in a supervisory position, that person is required to inform management of the relationship.

La Casa del Sol reserves the right to apply this policy to situations where there is a conflict or the potential for conflict because of the relationship between employees, even if there is no direct-reporting relationship or authority involved.

## Progressive Discipline

Every employee has the duty and the responsibility to be aware of and abide by existing rules and policies. Employees also have the responsibility to perform his/her duties to the best of his/her ability and to the standards as set forth in his/her job description or as otherwise established.

La Casa del Sol supports the use of progressive discipline to address issues such as poor work performance or misconduct. Our progressive discipline policy is designed to provide a corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance issues. Our progressive discipline policy has been designed consistent with our organizational values, best practices and employment laws.

Outlined below are the steps of our progressive discipline policy and procedure. La Casa del Sol reserves the right to combine or skip steps in this process depending on the facts of each situation and the nature of the offense. The level of disciplinary intervention may also vary. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling and/or training; the employee's work record; and the impact the conduct and performance issues have on our organization.

The following outlines La Casa del Sol's progressive discipline process:

- **Verbal warning:** The resort manager or LCDS board member in charge of resort operations verbally counsels an employee about an issue of concern, and a written record of the discussion is placed in the employee's file for future reference.
- **Written warning:** Written warnings are used for behavior or violations the resort manager or LCDS board member in charge of resort operations considers serious or in situations when a verbal warning has not helped change unacceptable behavior. Written warnings are placed in an employee's personnel file. Employees should recognize the serious nature of the written warning.
- **Performance improvement plan:** Whenever an employee has been involved in a disciplinary situation that has not been readily resolved or when he/she has demonstrated an inability to perform assigned work responsibilities efficiently, the employee may be given a final warning or placed on a performance improvement plan (PIP). PIP status will last for a predetermined amount of time not to exceed 90 days. Within this time period, the employee must demonstrate a willingness and ability to meet and maintain the conduct and/or work requirements as specified by the resort manager or LCDS board member in charge of resort operations. At the end of the performance improvement period, the performance improvement plan may be closed or, if established goals are not met, dismissal may occur.

La Casa del Sol reserves the right to determine the appropriate level of discipline for any inappropriate conduct, including oral and written warnings, suspension with or without pay, demotion and discharge.

### **Separation of Employment**

Separation of employment from La Casa del Sol can occur for several different reasons.

- **Resignation:** Although we hope your employment with us will be a mutually rewarding experience, we understand that varying circumstances cause employees to voluntarily resign employment. Resigning employees are encouraged to provide two weeks' notice, preferably in writing, to facilitate a smooth transition out of the organization. If an employee provides less notice than requested, the employer may deem the individual to be ineligible for rehire depending on the circumstances regarding the notice given.
- **Job abandonment:** Employees who fail to report to work or contact the resort manager or LCDS board member in charge of resort operations for three (3) consecutive workdays shall be considered to have abandoned the job without notice, effective at the end of their normal shift on the third day. The resort manager or LCDS board member in charge of resort operations shall notify the Board of Directors at the expiration of the third workday and initiate the paperwork to terminate the employee. Employees who are separated due to job abandonment are ineligible to receive accrued benefits and are ineligible for rehire.
- **Termination:** Employees of La Casa del Sol are employed on an at-will basis, and La Casa del Sol retains the right to terminate an employee at any time.

### **Return of Company Property**

The separating employee must return all company property at the time of separation. Failure to return LCDS property will result in deductions for the replacement value of the missing LCDS property from the final paycheck.

Accrued vacation leave will be paid in the last paycheck unless the employee resigned and did not give and work a full two weeks' notice.

### **Rehire**

Former employees who left La Casa del Sol in good standing and were classified as eligible for rehire may be considered for reemployment. An application must be submitted to the Resort Manager and the applicant must meet all minimum qualifications and requirements of the position, including any qualifying exam, when required. Previous tenure will not be considered in calculating longevity, leave accruals or any other benefits.

An applicant or employee who is terminated for violating policy or who resigned in lieu of termination from employment due to a policy violation may not be ineligible for rehire.

## WORKPLACE SAFETY

### Drug-Free Workplace

La Casa del Sol has a longstanding commitment to provide a safe and productive work environment. Alcohol and drug abuse pose a threat to the health and safety of employees and to the security of our equipment and facilities. For these reasons, La Casa del Sol is committed to the elimination of drug and/or alcohol use and abuse in the workplace.

This policy outlines the practice and procedure designed to correct instances of identified alcohol and/or drug use in the workplace. This policy applies to all employees and all applicants for employment of La Casa del Sol.

**Employees should report to work fit for duty and free of any adverse effects of illegal drugs or alcohol.** This policy does not prohibit employees from the lawful use and possession of prescribed medications. Employees must, however, consult with their doctors about the medications' effect on their fitness for duty and ability to work safely and promptly disclose any work restrictions to their supervisor. Employees should not, however, disclose underlying medical conditions unless directed to do so.

### Work Rules

The following work rules apply to all employees:

- Whenever employees are working, are operating any company vehicle, are present on company premises, or are conducting related work off-site, they are prohibited from:
  - Using, possessing, buying, selling, manufacturing or dispensing an illegal drug (to include possession of drug paraphernalia).
  - Being under the influence of alcohol or an illegal drug as defined in this policy.
- The presence of any detectable amount of any illegal drug or illegal controlled substance in an employee's body while performing company business or while in a company facility is prohibited.
- La Casa del Sol will not allow any employee to perform their duties while taking prescribed drugs that are adversely affecting the employee's ability to safely and effectively perform their job duties. Employees taking a prescribed medication must carry it in the container labeled by a licensed pharmacist or be prepared to produce it if asked.
- Any illegal drugs or drug paraphernalia will be turned over to an appropriate law enforcement agency and may result in criminal prosecution.

## Required Testing

The company retains the right to require the following tests:

- **Pre-employment or random:** All applicants may be asked to pass a drug test before beginning work or receiving an offer of employment. Refusal to submit to testing will result in disqualification of further employment consideration.
- **Reasonable suspicion:** Employees are subject to testing based on observations by a supervisor of apparent workplace use, possession or impairment. The LCDS board member in charge of resort operations must be consulted before sending an employee for reasonable suspicion testing.
- **Post-accident:** Employees may be subject to testing when they cause or contribute to accidents that seriously damage a company vehicle, machinery, equipment or property and/or result in an injury to themselves or another employee requiring off-site medical attention. In any of these instances, the investigation and subsequent testing performed by law enforcement or medical professionals may be considered by La Casa del Sol as accurate testing, and utilized in continued employment and/or termination decisions.
- **Follow-up:** Employees who have tested positive, or otherwise violated this policy, are subject to discipline up to and including termination. Depending on the circumstances and the employee's work history/record, La Casa del Sol may offer an employee who violates this policy or tests positive the opportunity to return to work on a last-chance basis pursuant to mutually agreeable terms, which could include follow-up drug testing, at employee expense, at times and frequencies for a minimum of one (1) year but not more than two (2) years. If the employee either does not complete his/her rehabilitation program or tests positive after completing the rehabilitation program, he/she will be subject to immediate discharge from employment.

## Consequences

Applicants who refuse to cooperate in a drug test or who test positive will not be hired.

Employees who refuse to cooperate in required tests or who use, possess, buy, sell, manufacture or dispense an illegal drug in violation of this policy will be terminated.

The first time an employee tests positive for alcohol or illegal drug use under this policy, the result will be discipline up to and including termination.

## Confidentiality

Information and records relating to positive test results, drug and alcohol dependencies and legitimate medical explanations provided to the Board of Directors or Resort Management shall be kept confidential to the extent required by law and maintained in secure files separate from normal personnel files.

## Inspections

La Casa del Sol reserves the right to inspect all portions of its premises for drugs, alcohol or other contraband. All employees, contract employees and visitors may be asked to cooperate in

inspections of their persons, work areas and property that might conceal a drug, alcohol or other contraband. Employees who possess such contraband or refuse to cooperate in such inspections are subject to appropriate discipline up to and including termination.

### **Crimes Involving Drugs**

La Casa del Sol prohibits all employees from manufacturing, distributing, dispensing, possessing or using an illegal drug in or on company premises or while conducting company business. Employees are also prohibited from misusing legally prescribed or over-the-counter (OTC) drugs. Law enforcement personnel shall be notified, as appropriate, when criminal activity is suspected.

### **Workplace Bullying**

La Casa del Sol defines bullying as “repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment.” Such behavior violates the La Casa del Sol Code of Ethics, which states that all employees will be treated with dignity and respect.

The purpose of this policy is to communicate to all employees, including managers and board members, that La Casa del Sol will not tolerate bullying behavior. Employees found in violation of this policy will be disciplined up to and including termination.

Bullying may be intentional or unintentional. However, it must be noted that where an allegation of bullying is made, the intention of the alleged bully is irrelevant and will not be given consideration when meting out discipline. As in sexual harassment, it is the effect of the behavior upon the individual that is important. La Casa del Sol considers the following types of behavior examples of bullying:

- **Verbal bullying:** Slandering, ridiculing or maligning a person or his/her family; persistent name calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
- **Physical bullying:** Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault; damage to a person’s work area or property.
- **Gesture bullying:** Nonverbal threatening gestures or glances that convey threatening messages.
- **Exclusion:** Socially or physically excluding or disregarding a person in work-related activities.

### **Violence in the Workplace**



All employees, guests, vendors and business associates must be treated with courtesy and respect at all times. Employees are expected to refrain from conduct that may be dangerous to others.

Conduct that threatens intimidates or coerces another employee, guest, vendor or business associate will not be tolerated. La Casa del Sol resources may not be used to threaten, stalk or harass anyone at the workplace or outside the workplace. La Casa del Sol treats threats coming from an abusive personal relationship as it does other forms of violence.

Indirect or direct threats of violence, incidents of actual violence and suspicious individuals or activities should be reported as soon as possible to a supervisor or the Board of Directors. When reporting a threat or incident of violence, the employee should be as specific and detailed as possible. Employees should not place themselves in peril, nor should they attempt to intercede during an incident.

Employees should promptly inform management of any protective or restraining order that they have obtained that lists the workplace as a protected area. La Casa del Sol will not retaliate against employees making good-faith reports.

La Casa del Sol will promptly and thoroughly investigate all reports of threats of violence or incidents of actual violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as possible. La Casa del Sol will not retaliate against employees making good-faith reports of violence, threats or suspicious individuals or activities. In order to maintain workplace safety and the integrity of its investigation, La Casa del Sol may suspend employees suspected of workplace violence or threats of violence, either with or without pay, pending investigation.

Anyone found to be responsible for threats of or actual violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

La Casa del Sol encourages employees to bring their disputes to the attention of the resort manager or LCDS board member in charge of resort operations before the situation escalates. La Casa del Sol will not discipline employees for raising such concerns.

### **Safety**

It is the responsibility of each employee to conduct all tasks in a safe and efficient manner complying with all local, state and federal safety and health regulations and program standards, and with any special safety concerns for use in a particular area or around guests.

La Casa del Sol requires that every person in the organization assumes the responsibility of individual and organizational safety. Failure to follow proper safety and health guidelines or engaging in conduct that places the employee, guest or resort property at risk can lead to employee disciplinary action and/or termination.

## **Smoke-Free Workplace**

It is the policy of La Casa del Sol to prohibit smoking in all resort rooms and offices in order to provide and maintain a safe and healthy work environment for all employees and guests. The law defines smoking as the "act of lighting, smoking or carrying a lighted or smoldering cigar, cigarette, pipe or vapor device of any kind."

The smoke-free workplace policy applies to:

- All in-door areas of resort buildings.
- All resort-sponsored off-site conferences and meetings.
- All vehicles owned or leased by La Casa del Sol.
- All contractors and consultants and/or their employees working inside the resort buildings.

Employees are not allowed to smoke on the property.

Employees who violate the smoking policy will be subject to disciplinary action up to and including immediate termination.

## **WORKPLACE EXPECTATIONS**

### **Confidentiality**

Our guests, vendors and other parties with whom we associate entrust La Casa del Sol with important information relating to their personal interests and business relationships. It is our policy that all information considered confidential will not be disclosed to external parties or to employees without a "need to know." If an employee questions whether certain information is considered confidential, he/she should first check with his/her immediate supervisor.

This policy is intended to alert employees to the need for discretion at all times and is not intended to inhibit normal business communications.

### **Conflicts of Interest**

Employees must avoid any relationship or activity that might impair, or even appear to impair, their ability to make objective and fair decisions when performing their jobs. At times, an employee may be faced with situations in which business actions taken on behalf of La Casa del Sol may conflict with the employee's own personal interests. Company property, information or business opportunities may not be used for personal gain.

#### **Conflicts of interest could arise in the following circumstances:**

- Being employed by, or acting as a consultant to, a competitor or potential competitor, supplier or contractor, regardless of the nature of the employment, while employed with La Casa del Sol.
- Hiring or supervising family members or closely related persons.

- Serving as a board member for an outside commercial company or organization.
- Owning or having a substantial interest in a competitor, supplier or contractor.
- Accepting gifts, discounts, favors or services from a customer/potential customer, competitor or supplier, unless equally available to all company employees.

Employees with a conflict-of-interest question should seek advice from resort manager or LCDS board member in charge of resort operations. Before engaging in any activity, transaction or relationship that might give rise to a conflict of interest, employees must seek review from the resort manager or LCDS board member in charge of resort operations.

### **Outside Employment**

Employees are permitted to engage in outside work or to hold other jobs, subject to certain restrictions as outlined below.

Activities and conduct away from the job must not compete with, conflict with or compromise the company interests or adversely affect job performance and the ability to fulfill all LCDS job responsibilities. Employees are prohibited from the unauthorized use of any company tools or equipment and the unauthorized use or application of any confidential information. In addition, employees are not to solicit or conduct any outside business during paid working time.

Employees are cautioned to carefully consider the demands that additional work activity will create before accepting outside employment. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel or refusal to work overtime or different hours. If La Casa del Sol determines that an employee's outside work interferes with performance, the employee may be asked to terminate the outside employment.

Employees who have accepted outside employment may not use sick leave to work on the outside job. Fraudulent use of sick leave will result in disciplinary action up to and including termination.

### **Attendance and Punctuality**

All time off normal working hours including vacation must be scheduled with the resort manager or LCDS board member in charge of resort operations in advance. Sick leave may be used in the case of emergency or sudden illness without prior scheduling. Patterns of absenteeism or tardiness may result in discipline even if the employee has not yet exhausted available allowable time off. La Casa del Sol is not required, at present, to meet the requirements of the Family and Medical Leave Act of 1993 (FMLA) and as such, does not offer FMLA benefits.

Not reporting to work and not calling to report the absence is a no-call/no-show and is a serious matter. The first instance of a no call/no show will result in a final written warning. The second separate offense may result in termination of employment with no additional disciplinary steps. **A no call/no show lasting three days may be considered job abandonment and may be deemed an employee's voluntary resignation of employment.**

### **Attire and Grooming**

It is important for all employees to project a professional image while at work by being appropriately attired. La Casa del Sol employees are expected to be neat, clean and well groomed while on the job. Clothing must be consistent with the standards for a business environment and must be appropriate to the type of work being performed.

All employees must be covered from shoulders to four inches above the knees at all times.

La Casa del Sol is confident that employees will use their best judgment regarding attire and appearance. Management reserves the right to determine appropriateness. Any employee who is improperly dressed will be counseled or in severe cases may be sent home to change clothes. Continued disregard of this policy may be cause for disciplinary action, which may result in termination.

### **Electronic Communication and Internet Use**

The following guidelines have been established for using the Internet, company-provided cell phones and e-mail in an appropriate, ethical and professional manner:

- Internet, company-provided equipment (e.g., cell phone, laptops, and computers) and services may not be used for transmitting, retrieving or storing any communications of a defamatory, discriminatory, harassing or pornographic nature.
- The following actions are forbidden: using disparaging, abusive, profane or offensive language; creating, viewing or displaying materials that might adversely or negatively reflect upon La Casa del Sol or be contrary to La Casa del Sol's best interests; and engaging in any illegal activities, including piracy, cracking, extortion, blackmail, copyright infringement, and unauthorized access of any computers and company-provided equipment such as cell phones and laptops.
- Employees may not copy, retrieve, modify or forward copyrighted materials, except with permission or as a single copy to reference only.
- Employees must not use the system in a way that disrupts its use by others. Employees must not send or receive large files that could be saved/transferred via thumb drives. Employees are prohibited from sending or receiving files that are not related to work.
- Employees should not open suspicious e-mails, pop-ups or downloads. Contact management with any questions or concerns to reduce the release of viruses or to contain viruses immediately.

- Internal and external e-mails are considered business records and may be subject to discovery in the event of litigation. Be aware of this possibility when sending e-mail within and outside the company.

### **Right to Monitor**

All company-supplied technology and company-related work records belong to the company and not to the employee. La Casa del Sol routinely monitors use of company-supplied technology. Inappropriate or illegal use or communications may be subject to disciplinary action up to and including termination of employment.

### **Social Media—Acceptable Use**

Below are guidelines for social media use.

Employees may not post financial, confidential, sensitive or proprietary information about the resort, owners, guests, employees or applicants.

Employees may not post obscenities, slurs or personal attacks that can damage the reputation of the resort, owners, guests, employees or applicants.

When posting on social media sites, employees must use the following disclaimer when discussing job-related matters, *“The opinions expressed on this site are my own and do not necessarily represent the views of La Casa del Sol”*

La Casa del Sol may monitor content out on the Internet. Policy violations may result in discipline up to and including termination of employment.

### **Solicitations, Distributions and Posting of Materials**

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

Provisions:

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

- Employees may not distribute literature of any kind during work times or in any work area at any time, except in connection with a company-sponsored event
- The posting of materials or electronic announcements are permitted with approval from management.

Violations of this policy should be reported to management.

### **Employee Personnel Files**

Employee files are maintained by management and are considered confidential. Managers and board members may only have access to personnel file information on a need-to-know basis.

A manager or board member considering the hire of a former employee or transfer of a current employee may be granted access to the file, or limited parts of it, in accordance with antidiscrimination laws.

Personnel file access by current employees and former employees upon request will generally be permitted within three days of the request unless otherwise required under state law. Personnel files are to be reviewed only in the presence of management. Personnel files may not be taken outside the resort property.

Representatives of government or law enforcement agencies, in the course of their duties, may be allowed access to file information.

## **COMPENSATION**

### **Performance and Salary/wage/Wage Review**

Performance appraisals are conducted on an annual cycle. Employees will receive a performance review on the established date each year. The performance appraisal will be discussed, and both the employee and manager will sign the form to ensure that all strengths, areas for improvement and job goals for the next review period have been clearly communicated. Performance evaluation forms will be retained in the employee's personnel file.

Merit increases are based on company performance and financials and are not guaranteed. A performance review does not always result in a salary/wage increase. The employee's overall performance and salary/wage level relative to his/her position responsibilities are evaluated to determine if a salary/wage increase would be warranted.

Budget allocations for merit increases are planned for and allocated before the start of each calendar year. The annual salary/wage increase program is designed to assist management in planning and allocating merit and promotional increases that reward individual performance, that are market competitive and that are internally equitable.

Salary/wage adjustments are occasionally requested or warranted at times other than the employee's scheduled annual salary/wage reviews. Out-of-cycle salary/wage increases must be preapproved by the Board of Directors.

Resort Office Hours: Monday-Thursday 8am-4:30pm, Friday 8am-8pm, Saturday-Sunday 8am-4:30pm

### **Payment of Wages**

Salary/wage payment is made weekly via electronic deposit for base salary/wage due up to the pay date. Time for Friday through Thursday is sent to accounting office first thing on Friday morning, payroll processed and to be deposited in employees account on Monday. The accounting office will review all payroll.

The actual date of funds availability is determined by the employee's financial institution and not LCDS. LCDS has no control over, and is not responsible for, any delays in funds availability caused by the employee's financial institution or its policies.

It is the company's policy that employee salary will only be made to the financial institution and account of record given by the employee. Request to change this information can only be made by the employee or court ordered requests. Employee spouses or partners are not allowed to make changes to the electronic deposit information.

If the normal payday falls on a company-recognized holiday, paychecks will be distributed one workday before the aforementioned schedule.

In the event of electronic deposit failure, the Accounting Office must be notified as soon as possible and before a replacement deposit can be issued.

If an employee's marital status changes or the number of exemptions previously claimed increases or decreases, a new Form W-4 must be submitted to the Accounting Office.

Except for special situations preapproved by the Board of Directors, no salary/wage advances will be made.

### **Time Reporting**

A work hour is any hour of the day that is worked and should be recorded to the nearest tenth of an hour. The workday is defined as the 24-hour period starting at 12:00 a.m. and ending at 11:59 p.m. The workweek covers seven consecutive days beginning on Friday and ending on Thursday. The usual workweek period is 40 hours.

Overtime is defined as hours worked by an hourly or nonexempt employee in excess of 40 hours in a workweek and should be recorded to the nearest tenth of an hour. Overtime must be approved in advance by the manager to whom the employee reports.

La Casa del Sol utilizes a time clock management system requiring employees to time in when arriving or returning to work and time out when leaving the workplace for any reason not considered part of official LCDS business. ***Failure to properly time in and out may result in unpaid work time, disciplinary actions or termination.***

Employees will submit their time record weekly as directed by their manager. Each employee is to maintain an accurate daily record of his or her hours worked. All absences from work schedules must be recorded with the Manager and the appropriate Employee Absenteeism form filed.

### **Meal/Rest Periods**

The scheduling of meal periods at La Casa del Sol is set by the resort manager with the goal of providing the least possible disruption to company operations.

#### **Mandatory Meal Period**

Employee meal periods are important to company productivity and employee health. Employees who work at least 6 consecutive hours will be provided a meal break of 60 minutes. The meal period will not be included in the total hours of work per day and is not compensable.

Nonexempt (hourly) employees are to be completely relieved of all job duties while on meal breaks and must clock out for meal periods. ***\*\*As per Texas Workforce Commission law, all nonexempt employees are to be completely relieved of all job duties while on meal breaks.\*\****

#### **Impermissible Use of Meal Period and/or Rest Breaks**

The lunch period may not be used to account for an employee's late arrival or early departure or to cover time off for other purposes.

### **Overtime Pay (nonexempt employees)**

- Nonexempt (hourly) employees who exceed 40 hours of work time in a workweek will be paid time and one half.
- Paid leave, such as holiday, sick or vacation pay, does not apply toward work time.
- The workweek begins at 12:00 a.m. on Friday morning and ends at 11:59 p.m. on Thursday night.

Employees who anticipate the need for overtime to complete the week's work must notify the Manager in advance and obtain approval before working hours that extend beyond their normal schedule. During busy periods employees may be required to work extended hours.



### **On-Call Pay (Hourly employees)**

**On-Call hourly employee:** An employee who is compensated on an hourly basis and is required to be available for return to the LCDS property on an emergency basis after his or her normal work day hours.

An on-call hourly employee who is called back to work on an emergency basis outside the normal working hours for the employee shall be paid for the time worked at the overtime rate.

Time worked while on call will be calculated at the employee's regular rate of pay. If an on-call employee is not called back, no pay will be earned.

### **Employee Travel and Reimbursement**

Employees will be reimbursed for reasonable expenses incurred in connection with approved travel on behalf of the company.

Travelers seeking reimbursement should incur the lowest reasonable travel expenses and exercise care to avoid the appearance of impropriety. If a circumstance arises that is not specifically covered in the travel policies, the most conservative course of action should be adopted.

Travel for staff must be authorized in advance. Travelers should verify that planned travel is eligible for reimbursement before making travel arrangements. Upon completion of the trip, and within 30 days, the traveler must submit an Expense Report Form and supporting documentation to obtain reimbursement of expenses.

Exempt employees will be paid their regular salary/wage for weeks in which they travel. Nonexempt employees will be paid for travel time in accordance with federal and state wage payment laws.

### **Vehicle Use Reimbursement**

Employees will be reimbursed for expenses incurred for use of their personal vehicle for LCDS business.

**Regular or Scheduled Use:** Employees who are regularly required to use their personal vehicle for LCDS business will be paid a flat rate weekly fuel reimbursement to be paid weekly. This payment is considered an expense reimbursement and as such is not subject to Federal taxes and withholding requirements. The amount of reimbursement will be decided by the Board of Directors and may be changed at any time by the Board.

**Unusual or Unscheduled Use:** Employees who are asked to use their personal vehicle for unscheduled or non-routine LCDS business will be reimbursed the standard mileage of \$.30 mile

### **TIME OFF/LEAVES OF ABSENCE**

#### **Holiday Pay**

La Casa del Sol recognizes six paid holidays each year:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Time off may be granted to employees who desire to observe a religious holiday that is not recognized by the company.

On all holidays but Christmas, an employee will work the Sunday hours (service the pool, walk the grounds etc.) On Christmas, an employee will walk the property, check the pool/spa and check for other problems. Anyone working Christmas morning should get a minimum of 4 hours pay.

Holiday pay is given if an employee works the last scheduled workday before and the day after the holiday. A paid vacation day or paid sick day may count for this day.

#### **Vacation**

- Full time employees are eligible for one week of paid vacation after the one-year anniversary of their employment.
- Vacation is not for the manager during the busy time of the season, which would be May-August, and must have Vice-President approval thirty (30) in advance.
- Once earned, the vacation must be used before the next anniversary of employment.
- Vacation benefits do not accrue.
- After three years of employment, full time employees are eligible for two weeks of paid vacation. The two weeks of vacation must be used before the next anniversary date.
- For vacation purposes, full-time employees are those working 36-plus hours per week.
- All other extended absence from normal work hours is an unpaid leave of absence and must have prior approval from the manager or board member in charge of resort operations or Board of Directors.

Vacation leave will not be earned during an unpaid leave of absence.

To schedule vacation time, employees should submit a completed leave form to the manager at least two weeks before the requested leave. Requests will be approved based on a number of factors, including resort operations and staffing requirements. The manager should return the leave request to the employee within three business days of the date it is submitted indicating that the request has been approved or denied. If the request for vacation leave is denied, the manager should provide an appropriate reason on the form returned to the employee.

Vacation will be paid at the employee's base rate at the time the leave is taken. Vacation pay is not included in overtime calculation and does not include any special forms of compensation such as incentives, commissions, bonuses or shift differentials. If a holiday falls during the employee's vacation, the day will be considered as a vacation day.

Leave taken beyond an employee's available vacation balance will be unpaid unless otherwise approved by the Manager and/or Board of Directors, or as directed per state and/or Federal law.

If employment is terminated, unused vacation leave earned through the last day of active employment will be paid at the employee's base rate of pay at termination using the following schedule based on the employee's yearly employment anniversary.

Termination Occurs During:

- First Yearly Quarter of Anniversary: 25% of base pay at termination.
- Second Yearly Quarter of Anniversary: 50% of base pay at termination.
- Third Yearly Quarter of Employment Anniversary: 75% of base pay at termination.
- Fourth Yearly Quarter of Employment Anniversary: 100% of base pay at termination.

In the event of the employee's death, earned unused vacation time will be paid to the employee's estate or designated beneficiary.

### **Sick Leave**

- All full-time employees are entitled to 5 days of sick leave per year.
- Sick days do not accrue year to year.
- Sick days are not paid days until the one-year anniversary of employment.
- If sick leave is exhausted, any available vacation hours will be used in its place.
- An employee who has a sick leave absence in excess of three consecutive working days may be asked to present medical documentation for the absence.
- Employees are not paid for unused sick leave upon termination of employment.

Sick leave may be used for an employee's personal illness, well-care, and medical and dental appointments. Sick leave may also be used for illness and well-care in an employee's immediate family. Sick leave may be accrued to a maximum of 40 hours.

### **Personal Leave of Absence**

Employees who require time off in addition to vacation and/or accrued sick leave may request a personal leave of absence without pay for up to a maximum of 10 days. An extension may be approved in limited circumstances.

All regular employees employed for a minimum of 90 days are eligible to apply for an unpaid personal leave of absence. Job performance, absenteeism and departmental requirements will all be taken into consideration by the manager before a request is approved.

The employee must return to work on the scheduled return date or be considered to have voluntarily resigned from his or her employment. Extensions of leave will only be considered on a case-by-case basis.

### **Bereavement Leave**

Employees are entitled to three (3) days paid bereavement for the death of an immediate family member. Immediate family consists of parents, children, siblings and grandparents of the employee or spouse of the employee. If extra days are needed, the employee may use earned vacation days or take unpaid time off.

### **Jury Duty**

Upon receipt of notification from the state or federal courts of an obligation to serve on a jury, employees must notify their supervisor and provide him/her with a copy of the jury summons. The company will pay regular full-time and regular part-time employees for time off for jury duty up to two days of pay.

### **Voting Leave**

#### **Voting Time**

All employees should be able to vote either before or after regularly assigned work hours. However, when this is not possible due to work schedules, employees will receive up to two hours during the work day to vote. Time off for voting should be reported and coded appropriately on timekeeping records.

### **Military Leave of Absence**

La casa del Sol is committed to protecting the job rights of employees absent on military leave. In accordance with federal and state law, it is the company's policy that no employee or prospective employee will be subjected to any form of discrimination on the basis of that person's membership in or obligation to perform service for any of the Uniformed Services of the United States. Specifically, no person will be denied employment, reemployment, promotion or other benefit of employment on the basis of such membership. Furthermore, no person will be subjected to retaliation or adverse employment action because such person has exercised his or

her rights under applicable law or company policy. If any employee believes that he or she has been subjected to discrimination in violation of company policy, the employee should immediately contact resort management of the Board of Directors.

Employees taking part in a variety of military duties are eligible for benefits under this policy. Such military duties include leaves of absence taken by members of the uniformed services, including Reservists and National Guard members, for training, periods of active military service and funeral honors duty, as well as time spent being examined to determine fitness to perform such service.

Employees requesting leave for military duty should contact the Resort Manager to request leave as soon as they are aware of the need for leave.

Employees requesting leave for military duty should contact the Resort Manager to request leave as soon as they are aware of the need for leave.

### **BENEFITS**

La Casa del Sol does not provide medical, dental or mental care benefits at this time. This policy may be amended at a future date.

### **Workers' Compensation Benefits**

La Casa del Sol is covered under statutory state workers' compensation laws. Employees who sustain work-related injuries must immediately notify their Resort Manager or Supervisor.