

PERSONNEL POLICIES

LAKE CUSHMAN MAINTENANCE COMPANY

HOODSPORT, WASHINGTON

REV 12/08/18

3/24/21 Revised pg 10 Rest Periods and Meal Breaks per Dept of Labor standards

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CHAPTER 1

INTRODUCTION

1.01 INTENT OF POLICIES

These policies are intended as general guidelines for successful employment and outline what is expected of you and what you may expect of the LCMC. The LCMC reserves the right to amend or terminate any of these policies at any time. However, a reasonable attempt will be made to give employees an opportunity to comment on proposed changes. These policies may also be supplemented by other administrative policies and procedures issued by the LCMC of Directors.

These policies are not intended to be a contract, express or implied, or a guarantee of employment for any specific duration. All employees of the LCMC are considered at-will employees and may be terminated from employment at any time, with or without cause and with or without notice. Although we hope that your employment relationship with us will be long-term, we recognize that things may not always work out as hoped, and either of us may decide to end the employment relationship.

No supervisor, manager or representative of the LCMC other than the LCMC Board of Directors has the authority to enter into any agreement with you for employment for any specified period or to make any written or verbal commitments contrary to what is outlined in these policies.

1.02 PURPOSE AND SCOPE

These personnel policies serve as a guide to the Lake Cushman Maintenance Company's current employment practices and procedures. These policies also describe what the LCMC provides in terms of compensation, benefits and other support. These policies contain general statements of policy for your information.

They apply to all employees, both management and non-management, regardless of when hired. Adherence to the personnel policies is the responsibility of all LCMC employees. Employees are a full partner in reading, understanding and adhering to the personnel policies.

These personnel policies do not apply to the LCMC Board of Directors. In cases where these policies conflict with any LCMC resolution, state or federal law, or personal services contract, the terms of that resolution, law or contract prevail. In all other cases, these policies apply.

1.03 CHANGING THE POLICIES

The LCMC Board of Directors sets personnel policy by board vote and enacts changes in compensation or benefit levels. As the need arises, the LCMC President may recommend to the LCMC Board of Directors changes to these policies. A Human Resources consultant or an attorney knowledgeable in employment policies will review such recommendations if applicable. The LCMC Board of Directors may administratively interpret or deviate from these policies in individual situations in order to achieve the primary mission of serving the property owners. In doing so, the LCMC Board of Directors will first balance the benefits and burdens to the LCMC

and the affected employee or employees. Employees may request specific changes to these policies by submitting written suggestions to the LCMC Board of Directors.

CHAPTER 2

GENERAL POLICIES AND PRACTICES

2.01 EQUAL EMPLOYMENT OPPORTUNITY POLICY

The Lake Cushman Maintenance Company is an equal employment opportunity employer. The LCMC employs, retains, promotes, terminates and otherwise treats all employees and job applicants on the basis of job-related qualifications and competence. These policies and all employment practices will be applied without regard to any individual's sex, race, color, religion, national origin, age, marital status, pregnancy, disability or any other basis prohibited by applicable law.

This policy relates to all phases of employment, including recruitment, placement, promotion, training, demotion, transfer, lay-off, recall, termination, rates of pay, employee benefits and participation in all LCMC-sponsored employee activities.

2.02 ANTI-HARASSMENT/NON-DISCRIMINATION POLICY

The LCMC is committed to providing a workplace that is free of verbal, physical and visual forms of harassment so that everyone can work in a productive, respectful and professional environment. Harassment in employment based on sex, race, national origin, religion, age, disability or any other basis prohibited by local, state or federal law is strictly prohibited. Employees who violate this policy are subject to discipline, up to and including termination.

Examples of harassment based on race, national origin, religion, age or disability include, but are not limited to:

- Memos, emails, cartoons or other visual displays of objects, pictures or posters that depict such groups or individuals in a derogatory way; or
- Verbal conduct, including making or using derogatory comments, epithets, slurs and jokes towards individuals or such groups.

Sexual harassment is generally defined as unwelcome sexual advances, requests for sexual favors, or other visual, verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
- Submission to or rejection of such conduct affects employment opportunities; or
- The conduct interferes with an employee's work or creates an intimidating, hostile or offensive work environment.

Sexual harassment includes harassment based on another person's gender, pregnancy, childbirth or related medical conditions. It also includes harassment of another employee of the same gender as the harasser.

Examples of sexual harassment include, but are not limited to, the following types of behavior:

- Unwelcome sexual advances, like requests for dates or propositions for sexual favors;
- Excessive, one-sided, romantic attention in the form of love letters, telephone calls, emails or gifts;
- Offering or conditioning an employment benefit, such as a raise, a promotion or a special job assignment, in exchange for sexual favors;
- Making or threatening reprisals, or changing performance expectations after an employee has turned down a sexual advance;
- Visual conduct, like leering, making sexual gestures, or displaying sexually suggestive objects, pictures, cartoons, calendars or posters in the workplace;
- Verbal conduct, like making or using derogatory comments, epithets, slurs, teasing and jokes of a sexual nature; and
- Unwelcome physical conduct, including pats, hugs, brushes, touches, shoulder rubs, assaults, or impeding or blocking movements.

The LCMC is committed to taking reasonable steps to prevent harassment from occurring and will take immediate and appropriate action when unlawful harassment is reported. To do this, however, the LCMC needs the cooperation of all employees at all levels.

Each employee is responsible for supporting and adhering to this policy. Employees should never tolerate inappropriate behavior. They should make their feelings known to the offending employee. If they are not comfortable doing this, then they should promptly report any offending behavior, whether such behavior is directed towards them personally or towards other employees of the LCMC, to their immediate supervisor, manager or any LCMC Board member. Employees are encouraged to report concerns about discrimination or harassment before behaviors become severe or pervasive, as the LCMC prefers to stop discrimination or harassment before it rises to the level of a violation of the anti-discrimination laws. Managers and/or supervisors who know or receive reports of offending behavior must promptly notify the LCMC Board of Directors president verbally with a follow-up written report.

The LCMC will promptly and thoroughly investigate all claims of harassment. Complaints of discrimination or harassment will be handled with sensitivity, discretion and confidentiality to the extent allowed by the circumstances and the law. Generally, this means that allegations of discrimination or harassment are shared with those who have a need to know so that the LCMC can conduct an effective investigation and take appropriate action to prevent any further violation of this policy.

If the LCMC concludes that unlawful harassment occurred, prompt and effective remedial action will be taken. This may include discipline of the harasser and other actions to remedy the effects of the harassment and prevent further harassment. No action will be taken against any employee who in good faith files a complaint of harassment or who assists in the investigation of such complaint by providing information. Employees who believe that they have been retaliated against for having reported harassment or participated in an investigation of a harassment complaint are urged to promptly notify any LCMC Board member so that their concerns may be

investigated. Appropriate corrective measures will be taken if allegations of retaliation are substantiated.

2.03 INCIDENTS OR THREATS OF VIOLENCE

LCMC has a "zero tolerance" policy for any physical and/or verbal actions that threaten its employees, customers or vendors. Each incident of violent behavior, whether another employee or external individual such as a customer, vendor, or citizen commits the incident, must be immediately documented in writing by each employee involved and be reported to the department manager.

Management will assess and, if necessary, investigate the incident and determine the appropriate action to be taken. Department management will immediately inform the LCMC President of all reported incidents of workplace violence.

Employees are encouraged to raise workplace concerns with their immediate supervisor, manager or any LCMC Board member.

In critical incidents in which serious threat or injury occurs, emergency responders such as Police, Fire, and/or Ambulance personnel may be immediately notified, by calling 911.

If necessary, the responsible LCMC Manager and/or LCMC Board of Directors, will promptly investigate the matter to determine relevant facts and circumstances. The manner of the investigation will depend on the nature of the incident.

While complete confidentiality cannot be promised due to the need to investigate, information about any complaint will be treated as confidentially as possible. Confidential information will be shared only on a need-to-know basis.

LCMC will take appropriate corrective action. In determining the appropriate corrective action, LCMC will consider all of the circumstances, including the nature of the complaint and the context in which events occurred.

2.04 EMPLOYMENT REFERENCES

Only the appropriate manager will provide employment references on current or former LCMC employees.

Except for routine verifications of employment requesting name, position, dates of employment and pay range, no information from an employee's personnel file will be available to the public without written authorization by the employee or court order.

CHAPTER 3

EMPLOYMENT PRACTICES

3.01 MERIT EMPLOYMENT

Consideration in the selection, placement and retention of employees will be based solely on merit. Merit is defined as the match between the knowledge, abilities, skills, and interests of the individual and the work and/or position assigned and how well the employee performs those duties, all as evaluated by LCMC management. Selection processes will be job related, and will attempt to measure a candidate's knowledge, abilities, skills, and interests as related to the duties of the position.

3.02 APPOINTING AUTHORITY

The LCMC Board of Directors is the appointing authority of the LCMC for management positions with power of appointment and removal of all managers. Managers are the appointing authority of the LCMC for positions with power of appointment and removal of the employees reporting to them with the following exceptions:

Exception 1: Newly hired managers must obtain LCMC Board of Director's approval to hire or terminate any employee until the manager has held their position for twelve months. After twelve months, the above provisions apply.

Exception 2: Managers shall notify the Board president their intention to terminate a full-time employee unless otherwise required by LCMC policy (e.g., 2nd drug offense). The board president will determine on a case-by-case basis the need to advise the LCMC Board of Directors of the planned action. If deemed necessary, the manager may take immediate action to suspend a full-time employee, without pay, until the manager is able to discuss need to terminate the employee with the board president.

3.03 HIRING PROCEDURES

When a position becomes vacant and needs to be filled, the position will be posted and/or advertised as appropriate.

The LCMC may administer pre-employment examinations to test the qualifications and ability of applicants, as determined necessary by the LCMC. The LCMC may also conduct certain background procedures as allowed by law. Examples of such procedures include: requiring applicants/employees to show proof they are authorized to work in the United States and requiring applicants/employees to complete a background examination.

Driving Record/License: Applicants for positions in which the applicant is expected to operate a motor vehicle must be at least eighteen (18) years old and will be required to present a valid Washington State driver's license with any necessary endorsements. All new employees who operate a motor vehicle for LCMC operations must obtain a copy of the Motor Vehicle Record (MVR) to ascertain that the employee has a valid license and an acceptable past driving record. Applicants with poor driving records, as determined by the LCMC, may be disqualified for employment with the LCMC in positions requiring driving.

Medical Examination: After an offer of employment has been made and prior to commencement of employment, the LCMC may require persons selected for employment to successfully pass a medical examination, including a drug test, which will be paid for by the LCMC. The purpose of the examination is to determine if the individual is physically able to perform the job and to ensure his/her physical condition will not endanger the medical, safety or wellbeing of other employees or the public. Included in the medical examination required will be drug testing and/or screening. The medical examination and/or drug test may be waived under certain circumstances for past employees being rehired less than 12 months since their last employment with LCMC. The offer of employment may be conditioned on the results of any examination and/or drug test required.

A candidate may be disqualified from consideration if: (1) found physically unable to safely perform the duties of the position and the individual's condition cannot reasonably be accommodated in the work place; (2) the candidate refuses to submit to a medical examination and/or complete medical history forms.

Offers of Employment: After a candidate's selection or promotion has been approved, the hiring manager will notify the candidate in writing and officially extend an offer of employment or promotion, including compensation levels and conditions of employment. The candidate must be made aware that employment and compensation is always subject to budget availability and continued satisfactory performance.

3.04 PART TIME EMPLOYEES

Compensation/Benefits: Part Time employees are eligible for overtime pay, sick leave, and participation in a Simple IRA for those earning \$5,000 or more a year as required by law. Part Time employees do not receive other benefits during their employment, with the exception of time and ½ for working a holiday (see 7.07 Holidays).

3.05 WORKING TEST PERIOD

Upon hire or appointment, all employees enter a working test period that is considered an integral part of the selection and evaluation process. The working test period is designed to give the employee time to learn the job and to give the supervisor time to evaluate whether the match between the employee and the job is appropriate.

The normal working test period is three (3) months or equivalent from the employee's date of hire, re-hire or promotion. A manager may extend the working test period on a month-to-month basis for up to an additional three (3) months. An extension may be granted due to circumstances such as an extended illness or a continued need to evaluate an employee's performance. The manager will indicate, in writing, successful completion of the working test period.

Performance Reviews: During the working test period, the employee's performance may be formally evaluated in writing on a scheduled basis. These evaluations will either demonstrate that the employee is successfully completing the working test period, or will provide a written plan of improvement that includes what is needed for the employee to gain regular employment status.

If an employee's performance does not improve or it becomes clear that the employee is unable to satisfactorily learn the position, the employee may be terminated at any time during the working test period.

The normal process for reviews during the working test period includes:

- (1) Initial orientation and goal setting

Once the working test period is successfully completed, the employee will be considered to have regular employment status. Satisfactory completion of the working test period does not create an employment contract or guarantee employment with the LCMC for any specified duration.

Use of Sick Leave/Vacation: Working test period employees may use their accrued sick leave from the beginning of their employment, but may not use accrued vacation until they have been employed for three (3) months.

If an employee is voluntarily or involuntarily terminated during the working test period, no payoff of accrued sick leave or vacation is made.

3.06 EMPLOYMENT OF RELATIVES (NEPOTISM)

It is LCMC policy that immediate family of current LCMC employees and the LCMC Board of Directors will not be employed by the LCMC where:

- (1) One of the parties would have authority (or practical power) to benefit, supervise, appoint, remove, or discipline the other;
- (2) One party would handle confidential material that creates improper or inappropriate access to that material by the other;
- (3) One party would be responsible for auditing the work of the other;
- (4) Other circumstances exist that might lead to potential conflict among the parties or conflict between the interest of one or both parties and the best interests of the LCMC;
or
- (5) One of the parties is an elected policy level official of the LCMC.

Change in Circumstances: If two employees marry, become related or become domestic partners, and in the LCMC's judgment, the potential problems noted above exist or reasonably could exist, only one of the employees will be permitted to stay with the LCMC, unless reasonable accommodations, as determined by the LCMC Board of Directors can be made to eliminate the potential problem. The decision as to which employee will remain with the LCMC must be made by the two employees within ninety (90) calendar days of the date they marry, become related, or become domestic partners. If no decision is made during this time, the LCMC reserves the right to terminate either employee.

3.07 PROMOTIONS

The LCMC's policy is to encourage promotion from within the organization whenever possible. Current employees applying for positions will be given preference when qualifications are equal to or exceed those of outside candidates.

New Working Test Period: After promotion to a new position, a new working test period must be completed. In the case of unsatisfactory performance in a promotional situation, the employee will be considered for transfer back to the previous position held by the employee.

CHAPTER 4

HOURS AND ATTENDANCE

4.01 WORKING HOURS

The LCMC's standard workweek is Thursday 12:01 a.m. through Wednesday midnight, for most employees. The scheduled work week for most full-time employees is Monday through Friday from 8:00 am to 4:30 pm, normally with a one-half hour unpaid lunch period and two ten (10) minute paid rest periods. A normal working schedule for regular full-time employees consists of forty (40) hours each workweek. Different work schedules may be established upon approval of the appropriate manager. The workweek may be changed as necessary, with proper notification to the affected employee.

Alternate Work Schedules: In order to accommodate the LCMC's workload, the manager may establish alternate work schedules. Examples include compressed work weeks (e.g., 4/10, 9/80) or telecommuting. Approval for an alternate work schedule will be predicated on task specific assignments. The LCMC is not responsible for providing or maintaining equipment used at home, and the employee is responsible for maintaining a safe home work place.

4.02 ATTENDANCE

Employees are expected to report for work on time and maintain good attendance. If an employee is unable to report to work on time, she or he should notify their supervisor before the work day begins or within sixty (60) minutes of the scheduled start time. For extended absences, employees may make other notification arrangements acceptable to their manager. If your supervisor is unavailable, leave a message on your manager's voice mail and also with the Manager of Support Services.

4.03 INCLEMENT WEATHER CONDITIONS/NATURAL DISASTERS

During periods of inclement weather or natural disaster, it is essential that the LCMC continue to provide vital services. Therefore, it is expected that employees make every reasonable effort to report to work without endangering their personal safety. An employee who is unable to get to work or voluntarily leaves work early because of inclement weather conditions may charge the time missed to: vacation, compensatory time, or leave without pay.

During periods of inclement weather or natural disaster, employees may be assigned emergency services work schedules other than their normal work assignments.

If, due to inclement weather or natural disaster, the LCMC determines to send employees home before the conclusion of their work day or determines not to have employees come to work, the employees will be paid their normal rate of pay for their regular work hours for that day.

4.04 BREAKS AND MEAL PERIODS (updated 3/24/21)

REST BREAKS

Employees are entitled to a paid rest break, free from work duties, of at least ten (10) minutes for every (4) four hours worked. Employees cannot be required to work more than three (3) hours without a rest break.

MEAL BREAKS

Employees are also entitled to a meal period of at least 30 minutes when they work more than (5) five hours in a shift. Meal periods are usually unpaid unless the employer requires the employee to remain on duty or on-call on the premises or work site, whether or not their meal break is interrupted.

All breaks should be arranged so they do not interfere with LCMC business or service. Breaks may not be saved in order to extend any other break period or leave early from work.

Meal periods will be scheduled near the middle of the shift depending on the work schedule of the employee and may not be less than 30 minutes.

When employees are required to remain on duty on the premises or at a prescribed work site, the LCMC will make every practical effort to provide employees with an uninterrupted paid meal period. If the meal period should be interrupted due to the employee's performing a task, upon completion of the task, the meal period will be continued until the employee has received 30 minutes' total of mealtime. Time spent performing the task will not be considered part of the meal period. The entire meal period will be paid without regard to the number of interruptions.

4.05 CALL BACK

All employees are subject to call back in emergencies or as needed by the LCMC. Non-exempt (FLSA covered) employees called back to duty will be paid at their regular rate, with the overtime rate paid for hours worked in excess of the weekly overtime threshold.

Employees called back to work will be paid for a minimum of four (4) hours regardless of the time actually worked. Such minimum time cannot be earned within four (4) hours of a previous call back.

4.06 ON CALL DUTY

LCMC employees that are released from active duty and are required by their manager or with their manager's approval volunteer to be available to take calls and return to work will be assigned "on call" duty. While assigned to on call duty, an employee will be free to use the time for his or her own purposes.

On call duty requires that the employee leave a telephone number where they can be reached or wear a communicating device and be able to respond within an hour. On call employees receive one (1) hour of regular pay for every eight (8) hours on duty.

If an on-call employee receives a work-related telephone call and is able to handle the problem over the phone, they will be compensated at one quarter (1/4) hour at their regular rate of pay for each phone call or the actual duration of the call whichever is more.

If the on-call employee is required to report to work, they will be compensated in accordance with Section 4.05 – Call Back.

4.07 RADIO WATCH DUTY

LCMC employees that are released from active duty and are required by their manager or with their manager's approval volunteer to monitor the radio will be assigned "radio watch" duty. An employee on radio watch duty is required to be able to hear, respond and initiate radio communication as required by LCMC.

Radio watch employees receive one (1) hour of regular pay for every four (4) hours on duty.

CHAPTER 5

COMPENSATION

5.01 SALARY PLAN

The LCMC Board of Directors is responsible for preparing a salary schedule that establishes pay ranges for each job classification. This pay plan is in effect only with LCMC Board of Directors approval and the LCMC Board of Directors must approve any subsequent changes in the pay plan.

5.02 SALARY POLICY

It is the intent of the LCMC to attract and retain quality employees. Within budget limitations, the LCMC endeavors to pay salaries competitive with those of other employees in the applicable labor market. Salaries are reviewed on an annual basis and, resources permitting, the LCMC Board of Directors may apply a cost of living or market adjustment to salary ranges.

5.03 GENERAL SALARY PRACTICES

Employee Pay Rates: Employees will be paid within the limits of their assigned wage range. The LCMC manager may establish a temporary entry point as a trainee rate 10% below the entry point.

Starting Rate of Pay: New employees will normally start their employment at the beginning of the pay range budgeted for their classification. The LCMC manager, however, may approve compensation at a higher rate in the range when qualified applicants cannot be recruited or the best-qualified applicant has experience and qualifications that warrant a higher salary.

Salary Increases: Employees are eligible for a salary increase within the range for their position on their performance review date.

Salary increases are contingent on satisfactory performance with performance appraisals required for all increases. If an employee's performance is unsatisfactory, the manager will prepare a work plan for improvement, in consultation with the employee. Improvement must be achieved for the employee to receive a salary increase.

Compensation Upon Promotion: Any employee promoted to a position in a higher classification and salary range will receive at least a five percent (5%) increase and not less than the entry point of the new range, providing, the salary does not exceed the maximum of the salary range.

Compensation When Working Out of Classification or a Special Assignment: An employee will be compensated for the assumption and performance of a significant part of the duties normally performed by an employee of higher classification or a special assignment, requiring the ongoing performance of duties not normally associated with the employee's classification. This will not apply to temporary assignments which are made pursuant to prior mutual agreement

between the employee and the employee's manager for the purpose of providing a training opportunity to the employee, for a mutually agreed upon period of time.

The performance of such duties must be eleven (11) consecutive work days or more and will be allowed only after written approval of the manager. The compensation will commence on the first day of the pay period during which the employee worked the eleventh (11th) consecutive day and will not exceed a period of six (6) months.

The compensation will be a minimum of five percent (5%) and a maximum of fifteen percent (15%) greater than the employee's regular compensation, depending on the job responsibilities and duties. When the temporary assignment is completed, the employee's salary will be returned to the previous amount, plus any automatic or earned increases during the temporary assignment. The employee's date of hire and anniversary date will remain unchanged throughout the temporary assignment.

Provisional Classifications And Salary Ranges: The LCMC manager may establish provisional job classifications and salary ranges for them prior to the establishment and filling of a regular position. The person holding the provisional appointment will sign an acknowledgment that the position is provisional and that the salary and classification may change. A provisional job classification must be brought to the LCMC Board of Directors for approval within six (6) months of its creation.

5.04 PAYDAYS

Employees are paid biweekly on for work performed through the preceding Wednesday. If a regularly scheduled payday falls on a holiday, paychecks may be distributed on the last regularly scheduled working day preceding the holiday.

Pay Deductions: The LCMC will withhold from the employee's paycheck those deductions required by law, any voluntary deductions authorized by the employee and for unpaid leave.

Deductions from the salary of an FLSA-exempt employee cannot be made for absences caused by the LCMC's operating requirements unless no work is performed in the entire workweek.

Payroll Records: The Accounting Specialist keeps the official payroll records. Each manager will approve and submit a work record signed by each non-exempt employee on a biweekly basis noting hours worked, leave taken and overtime worked.

5.05 OVERTIME/COMPENSATORY TIME

All LCMC positions are either "exempt" or "non-exempt" according to the Fair Labor Standards Act (FLSA). Employees will be notified on their date of hire as to whether they are exempt or non-exempt employees.

Non-exempt Employees/Overtime: Non-exempt employees are entitled to additional compensation when they work more than forty (40) hours in a seven (7) day workweek. Overtime pay is calculated at one and one-half times the employee's regular rate of pay for all time worked in excess of forty (40) hours in a workweek. When computing overtime, time paid for but not worked (e.g., holidays, sick leave and vacation time) will not count as hours worked. Overtime for non-exempt employees must be approved in advance by the employee's manager. Non-exempt

employees working more than 40 (40) hours in a seven (7) day workweek without their manager's approval are subject to disciplinary action, except in the event of an emergency.

Non-exempt Employees/Emergency Overtime: An emergency is defined as a situation causing an immediate threat to the safety or well-being of personnel, or LCMC assets. If responding to an emergency will put a non-exempt employee in an overtime situation, and the employee is unable to reach their manager, they will inform Security that they are proceeding to deal with the emergency. Security will take over responsibility for notifying the employee's manager. Overtime is authorized under these circumstances until the emergency is over, or the employee is otherwise directed by their manager or the LCMC Board President.

Exempt Employees/Overtime: Exempt employees are not covered by the FLSA overtime provisions and do not receive overtime pay or compensatory time. An exempt employee is paid to perform a job that may not necessarily be completed in a normal workweek. There will be no actual deduction in pay for absences of less than a full day for personal reasons, illness or disability.

Notwithstanding the above, the LCMC Board of Directors may authorize overtime compensation, at an exempt employee's regular rate of pay, for excessive hours beyond a normal workweek due to an emergency situation.

5.06 EXPENSE REIMBURSEMENT

LCMC employees will be reimbursed for reasonable and customary expenses actually incurred in connection with the business of the LCMC, including food, lodging and travel expenses and excluding expenses for alcoholic beverages. Incidental expenses such as tips, taxis, shuttles and baggage handling are also reimbursable. Personal expenses are generally not reimbursed. Receipts are required for all work-related reimbursement.

Notwithstanding the above, LCMC may establish a per-diem method to reimburse employees for meals and lodging.

5.07 GARNISHMENT

The LCMC will enforce garnishments and wage attachments as stipulated in federal and/or state laws.

5.08 COMPENSATION UPON TERMINATION

Upon an employee's separation from LCMC employment, the employee will receive the following compensation: regular wages for all worked hours that have not been paid; any overtime, holiday pay due; and payment of any accrued but unused vacation.

5.09 EMPLOYEE INCENTIVES

Non-Resident Employee Park Pass

Non-resident employees will receive one windshield sticker as a perk to their employment with LCMC.

Non-Resident Boat Pass

Non-resident employees may purchase boat and trailer passes.

Employee Golf

Employees that work 32 or more hours per week will receive 24, 9-hole rounds of golf and 24, large driving range bucket of balls, to be utilized at the LCMC golf course per year. For employees that work between 16 and 32 hours per week, they will receive a 50% discount on resident golf rates, on 24 9-hole rounds of golf and 24 large buckets of driving range balls per year.

Employees will receive a 10% discount on clubhouse regularly priced merchandise.

Coffee and Bottled Water

Employees will receive free coffee and bottled water at all LCMC locations.

CHAPTER 6

BENEFITS

6.01 BENEFITS PLAN

These policies generally describe the LCMC's current benefit package. The LCMC does not promise that any particular kind or level of benefits will continue in the future. The LCMC reserves the right to terminate or modify the benefits provided at any time, at the LCMC's discretion, with or without advance notice. Any changes in benefits, however, will not affect rights that have vested under the terms of any written benefit plan. The exact terms and conditions of the benefit plans are governed by the plan documents themselves. LCMC will not pay an employee cash in lieu of any company benefits.

6.02 RETIREMENT

The LCMC participates in the federal social security program. In addition, the LCMC provides a Simple IRA retirement plan for all employees earning \$5000 or more a year. Both full time and part time employees are encouraged to take advantage of this benefit. The LCMC may contribute a percentage annually, as determined by the Board of Directors.

6.03 WORKERS COMPENSATION

All employees are covered by the State Workers' Compensation (Industrial Insurance) Program, in accordance with applicable law. For qualifying cases, State Industrial Insurance will pay the employee for workdays lost and medical costs due to job-related injuries or illnesses. All job-related accidents should be reported immediately to the employee's manager. The State Workers' Compensation Program may not cover activities undertaken by employees outside their normal scope of work and/or workday.

When an employee is absent for one or more days due to an on-the-job accident, he/she is required to file a claim for Workers' Compensation. If the employee files a claim, the LCMC will continue to pay (by use of the employee's unused sick or other leaves) the employee's regular net salary pending receipt of Workers' Compensation benefits, at the employee's discretion.

Coordination of Benefits: When the employee receives Workers' Compensation benefits, he/she is required to repay to the LCMC the amount covered by Workers' Compensation and previously advanced by the LCMC. This policy is to ensure that employees will receive prompt and regular payment during periods of injury or disability as long as accrued sick or other leave is available, while ensuring that no employee receives more than he/she would have received had the injury not occurred. Upon the repayment of funds advanced, the appropriate amount of sick leave will be restored to the employee's account. Employees may supplement workers' compensation salary benefits by using accrued sick or other leaves to increase their workers' compensation disability payments up to an amount not to exceed their net pay if they were working their regular schedule.

The LCMC may require a medical examination at its expense, performed by a health care provider of its choice, to determine when the employee can return to work and/or that he/she will be capable of performing the duties of the position.

6.04 MEDICAL

The LCMC provides a qualified medical plan for full-time employees. The plan is discretionary for full-time employees. The Lake Cushman Maintenance Company pays monthly medical premiums up to a maximum established by the Board of Directors. LCMC will not make a salary adjustment or provide any other form of compensation, for employees choosing not to participate in the company-provided medical plan.

If the employee wishes to add dependents to his/her coverage under this plan, the employee pays the difference in premium over the maximum paid by LCMC. Upon termination of employment, the LCMC provided benefit premium, both the employer and employee paid portions, will be paid through the month termination occurs.

6.05 CONTINUATION OF INSURANCE COVERAGE

Leave of Absence: Upon mutual agreement between the employee and the LCMC manager, and in accordance with the terms and conditions of the insurance policy, the LCMC may continue medical insurance coverage at the employee's expense during an approved unpaid leave of absence. COBRA continuation rights may apply in the event coverage is not extended through the LCMC.

Workers Compensation Leave: An employee receiving Workers' Compensation benefits may continue medical insurance benefits by self-paying insurance premiums for the remainder of the time he/she receives Workers' Compensation benefits.

COBRA Rights: Upon an employee's termination from LCMC employment or upon an unpaid leave of absence, at the employee's option and expense, the employee may be eligible to continue LCMC medical insurance benefits to the extent provided under the federal Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) regulations. Continuation rights are not available if an employee is terminated for "gross misconduct." An administrative handling fee over and above the cost of the insurance premium may be charged to the employee or his/her dependents that elect to exercise their COBRA continuation rights.

6.06 ADMINISTRATION OF THE PERSONNEL SYSTEM

These policies and the LCMC's personnel system will be administered as follows:

LCMC Board of Directors: Adopts the budget that includes adjustments to salaries, benefit changes, authorization for positions and training appropriations. The Board of Directors will adopt, amend or revise these personnel policies by board vote.

LCMC President: Has final responsibility for implementing these personnel policies. As used in these policies, any action taken by the LCMC President will be with the advice and consent of the Board of Directors.

Managers/Superintendents: Responsible for administering their own department in accordance with these policies and any applicable laws. They are responsible for the

hiring, discipline and termination of their employees with the following exceptions. Board approval must also be obtained to terminate a full-time, non-seasonal employee who has completed their working test period.

6.07 DEFINITIONS

At Will Employment - Employment with LCMC is at will. This means your employment is for an indefinite period of time and it is subject to termination by you or LCMC, with or without cause, with or without notice, and at any time. Nothing in this policy or any other policy of LCMC shall be interpreted to be in conflict with or to eliminate or modify in any way, the at will employment status of LCMC employees.

The at will employment status of an employee of LCMC may be modified only in a written employment agreement with that employee which is signed by the Board President, of LCMC.

Immediate Family: Includes the employee's spouse, child, parent, brother or sister, mother or father-in-law, son or daughter-in-law, grandparent, grandchild, step relations as stated herein and significant others who live in the employee's home.

Employee – A person in the service of another under any contract of hire, express or implied, oral or written, where the employer has the right to control and direct the employee in the material details of how the work is to be performed.

Spouse – a life partner in a marriage, civil union, domestic partnership or common-law marriage.

Full Time Employee: An employee who has successfully completed a working test period as defined in these policies and is in a position authorized as regular by the Board of Directors, and who normally works a minimum of forty (40) hours a week.

Part Time Employee: Employees who hold jobs of limited duration due to special projects, abnormal or seasonal workloads or emergencies. Part time employees may work any number of hours a week, as the workload requires.

Anniversary Date: The date the employee commenced work with the LCMC; or a date based on the commencement of employment but adjusted for periods of unpaid leave. Benefits normally calculated based on the anniversary date include vacation and sick leave eligibility and accrual, eligibility for insurance and retirement programs and calculation of years of service with the LCMC.

Position Date: The date the employee commenced work in a specific position and/or classification.

Performance Review Date: The date established as the next formal performance review date for the employee. Normally this occurs 12 months from the last review date; however, the formal performance review date may be delayed or accelerated at LCMC's discretion.

Adjustments to the employee's salary, if any, would normally occur following a performance review date.

6.08 SEVERABILITY

If any provision of these Policies or the application thereof to any person or circumstance is held invalid, such invalidity will not affect other provisions or applications of these Policies which can be given effect without the invalid provision or application, and to this end, any section or word is declared to be severable.

6.09 BENEFITS UPON HIRE/RETURN FROM UNPAID LEAVE

Upon hire or return from an unpaid leave, an employee's benefits-leave accruals and insurance coverage will commence on the first of the month following the month of the date of hire or return from leave.

6.10 BENEFITS FOR PART-TIME

Unless noted otherwise in these policies, benefits for part-time employees are as follows:

Part-Time Employees: Part time employees may participate in the IRA benefit if they earn \$5000 or more per year (see 6.02). Part time employees are not eligible to receive other benefits, with the exception of sick leave (see 7.02 Sick Leave) and time and ½ for working a holiday (see 7.07 Holidays).

CHAPTER 7

LEAVES

7.01 VACATION

Each regular full-time employee is entitled to paid vacation leave as follows:

<u>Years of Employment</u>	<u>Vacation Hours Earned</u>	
0 - 1 year	5 - 8 hour workdays	(1.54 hours/pay-period)
2 - 4 years	10 - 8 hour workdays	(3.08 hours/pay-period)
5 - 9 years	15 - 8 hour workdays	(4.62 hours/pay-period)
10+ years	20 - 8 hour workdays	(6.15 hours/pay-period)

Vacation is earned beginning with the first full month of employment. Vacation hours are credited at the completion of each pay period. Employees are eligible to use earned vacation after three (3) months of employment.

Managers are responsible for scheduling employee vacations without disrupting department and LCMC operations. As a general guideline, leave requests of one week or more duration should be submitted in writing thirty (30) days in advance.

Vacation Accrual Maximum: Employees are encouraged to use vacation in the year it is earned. The maximum vacation that an employee may accrue is twice the employee's annual earned amount. Any hours earned above the maximum will not be accrued and will be lost to the employee. Where LCMC operations make it impractical for an employee to use his/her vacation time, the LCMC Board of Directors may authorize additional accruals.

Previous Relevant Service: For rehired employees, the LCMC Board of Directors may take into consideration an employee's previous years of service for initial vacation accrual purposes.

Minimum Vacation Use: Vacation may be used at a minimum rate of one (1) hour for non-exempt (FLSA covered) employees. Exempt employees (not covered by FLSA) are required to use vacation at a minimum rate of one (1) day.

Employees who successfully complete their working test period will be paid for accrued but unused vacation time upon separation from employment; provided that, employees who voluntarily resign must provide the LCMC with the notice required in Chapter 10.05. Employees who voluntarily or involuntarily terminate employment prior to the successful conclusion of the working test period will not be paid for accrued vacation leave.

Vacation credit may not be used or paid in advance of accrual and does not accrue during leave without pay.

Payment for Vacation upon Termination: All accrued vacation leave will be paid to the employee upon separation from LCMC service due to termination, resignation, retirement, layoff or death. Payment will be made at the next regular payday.

7.02 SICK LEAVE

Paid sick leave is available for employees to care for their health and the health of their family members.

Authorized Uses of Paid Sick Leave

Paid sick leave may be used for the following:

- An employee's mental or physical illness, injury or health condition;
- Preventive care such as a medical, dental or optical appointments and/or treatment;
- Care of a family member with an illness, injury, health condition and/or preventive care such as a medical/dental/optical appointment;
- Closure of the employee's place of business or child's school/place of care by order of a public official for any health-related reasons;
- Exposure to a contagious disease where on-the-job presence of the employee would jeopardize others.
- Use of prescription or non-prescription medication that impairs job performance or safety;
- Additional leave beyond bereavement leave for a death in the immediate family.
- If the employee or the employee's family member is a victim of domestic violence, sexual assault, or stalking.

Authorized use of paid sick leave for domestic violence, sexual assault or stalking includes:

- Seeking legal or law enforcement assistance or remedies to ensure the health and safety of employee's and their family members including, but not limited to, preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault or stalking.
- Seeking treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault, or stalking.
- Attending health care treatment for a victim who is the employee's family member.
- Obtaining, or assisting the employee's family member(s) in obtaining, services from: a domestic violence shelter; a rape crisis center; or a social services program for relief from domestic violence, sexual assault or stalking.
- To obtain, or assist a family member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault or stalking in which the employee or the employee's family member was a victim of domestic violence, sexual assault or stalking.
- Participating, for the employee or for the employee's family member(s), in: safety planning; or temporary or permanent relocation; or other actions to increase the safety from future incidents of domestic violence, sexual assault, or stalking.

Employees will not earn sick leave while on leave without pay.

Family members included in this policy

"Family member" is defined as a child or parent (including biological, adopted, foster, step or legal guardian), a spouse, registered domestic partner, spouse's parent, grandparent, grandchild or sibling.

Accrual of Paid Sick Leave

Paid sick leave begins to accrue at the start of employment, or for existing Part Time employees, January 1, 2018. You will be provided with an Employee Paid Sick Leave Notification at the start of employment. It contains information regarding: authorized use of paid sick leave, our company's paid sick leave accrual year, carryover of paid sick leave, eligibility for use, and information about retaliation.

Effective January 1, 2018, Part Time employees accrue paid sick leave at a rate of one (1) hour for every 40 hours worked. There is no cap on the number of paid sick leave hours that may be accrued in a year.

Full-time employees will accrue two (2) hours of sick leave each pay period beginning with the date of hire. Sick leave will not be used in advance of accrual or in lieu of vacation. A maximum of 160 hours of sick leave may be accrued. (from existing policy)

Paid Sick Leave Accrual Year

Accrual year is: Anniversary Date

Carryover of Paid Sick Leave Hours

At the end of the paid sick leave accrual year unused paid sick leave balances of 160 hours or less will carry over to the following year.

Eligibility to Use Accrued Paid Sick Leave

Employees are eligible to use accrued paid sick leave 90 days after starting their employment.

Reasonable Notice for the Use of Paid Sick Leave

Employees must provide reasonable advance notice of an absence from work for the use of paid sick leave to care for yourself or a family member. Please provide such reasonable notice to your manager. Any information provided will be kept confidential.

Reasonable Notice for Foreseeable Use of Paid Sick Leave

If an employee's absence is foreseeable, the employee must provide notice to their manager at least [10] days, or as early as possible, before the first day paid sick leave is used.

- Employees are required to submit an Employee Notice for Use of Paid Sick Leave form.
- If possible, notification should include the expected duration of the absence.

Reasonable Notice for Unforeseeable Use of Paid Sick Leave

If an employee's absence is unforeseeable, the employee must contact their manager as soon as possible.

- If the need for paid sick leave is unforeseeable, and arises before the required start of the employee's shift, notice should be provided no later than one (1) hour before the employee's required start time.
- In the event it is not possible to provide notice of an unforeseeable absence, a person, on the employee's behalf, may provide such notice.
- If possible, the notification should include the expected duration of the absence.
- Employees are required to complete an Employee Notice for Use of Paid Sick Leave form on the day following the employee's return from paid sick leave.

Please note:

- Verification may be required if an employee uses paid sick leave for more than three (3)

consecutive days for which the employee was required to work. The manager will be responsible for reporting in writing, sick leave requests to the office for recording on the employee's sick leave records that is verified with the employee's time card.

Reasonable Notice for Use of Paid Sick Leave for Domestic Violence Leave
Reasonable Notice for Foreseeable Use of Paid Sick Leave

An employee must give advance oral or written notice to their manager as soon as possible for the foreseeable use of paid sick leave to address issues related to the employee or the employee's family member being a victim of domestic violence, sexual assault or stalking.

Reasonable Notice for Unforeseeable Use of Paid Sick Leave

If an employee is unable to give advance notice because of an emergent or unforeseen circumstance related to the employee or the employee's family member being a victim of domestic violence, sexual assault or stalking, the employee or a designee must give oral or written notice to their manager no later than the end of the first day that the employee takes such leave.

Increments of Use for Paid Sick Leave

Employees are allowed to use paid sick leave in increments of one (1) hour per day for non-exempt (FLSA covered) employees. Exempt employees (not covered by FLSA) are required to use sick leave at a minimum rate of one (1) day.

Rate of pay when using paid sick leave

Paid sick leave hours will be compensated at an employee's regular rate of pay, excluding tips, service charges and overtime rates, where applicable.

Paid sick leave hours will not count towards the calculation of overtime.

Verification for Absences Exceeding Three Days

If an employee is seeking to use or has used paid sick leave for authorized purposes for more than three (3) consecutive days during which the employee is/was required to work, the employee may be required to provide verification that establishes or confirms that the use of paid sick leave is for an authorized purpose. When an employee or the employee's family member is sick for more than three (3) consecutive days for which the employee is required to work, acceptable verification may include:

- A doctor's note or a signed statement by a health care provider indicating that the use of paid sick leave is necessary to take care of the employee or an employee's family member; or
- A written or oral statement from the employee indicating that the use of paid sick leave is necessary to take care of themselves or a family member.

When an employee or the employee's family member has been a victim of domestic violence, sexual assault or stalking, the employee's choice of any of the following documents, or any combination thereof, satisfy this verification requirement: • A written statement that the employee or an employee's member is a victim of domestic violence, sexual assault, or stalking, and that the leave was taken to address related issues. • A police report indicating that the employee or the employee's family member was a victim of domestic violence; • Evidence from a court or prosecuting attorney showing that the employee or the employee's family member appeared, or is scheduled to appear, in court in connection with an incident of domestic violence, sexual assault, or stalking; • A court order of protection; • Documentation from any of the following persons from whom an employee or an employee's family member sought assistance in addressing the domestic violence situation indicating that the employee or the

employee's family member is a victim: • An advocate for victims of domestic violence, sexual assault, or stalking; o An attorney; • A member of the clergy; or • A medical professional.

When an employee is absent due to the closure of the employee's child's school or place of care by a public official due to health-related reasons:

•Notice of closure by a public official that the employee received regarding employee's child's school or place of care.

Verification must be provided to your employer within 10 calendar days of the first day an employee used paid sick leave to care for themselves or a family member.

Payroll

Employees will be notified of their paid sick leave balances each month via an insert in their pay envelope or on their pay stub including:

- Accrued paid sick leave since the last notification
- Used paid sick leave since the last notification
- Current balance of paid sick leave available for use

Separation from Employment

If an employee separates from employment, there will not be a financial or other reimbursement to the employee for accrued, unused paid sick leave at the time of separation.

Reinstatement of Employment

If an employee leaves employment and is rehired within 12 months of separation, any accrued, unused paid sick leave will be reinstated to the employees paid sick leave balance.

If an employee is rehired within 12 months of separation, the employee will not be required to wait another 90 days to use the accrued paid sick leave if the employee met that requirement during the previous period of employment. If an employee did not meet the 90-day requirement for the use of paid sick leave prior to separation, the previous period of time the employee worked for Lake Cushman Maintenance Company will count towards the 90 days for purposes of determining the employees' eligibility to use paid sick leave.

Retaliation prohibited

Any discrimination or retaliation against an employee for lawful exercise of paid sick leave rights is not allowed. Employees will not be disciplined for the lawful use of paid sick leave.

If an employee feels they are being discriminated or retaliated against, the employee may contact a human resources representative. If an employee is not satisfied with the company's response, the employee may contact the Washington State Department of Labor & Industries.

When Sick Leave is Exhausted: Employees who use all their accumulated sick leave and require more time off due to illness or injury may, with their manager's prior approval, use vacation, or take leave without pay.

Modified Duty: The LCMC recognizes that employees who are injured or become ill on or off the job may be unable to return to work for weeks or months. While some injuries/illnesses may, by their nature, prevent employees from returning to work until they are completely healed, others may allow employees to perform productive work that allows for a reduced physical capacity. It is the position of the LCMC that a reasonable approach for returning employees to work may benefit their medical recovery, their psychological wellbeing, the morale and productivity of their co-workers and in the best interests of the LCMC.

To be eligible to participate in this program, the injury or illness must be such that the employee will not be able to perform a substantial portion of their usual job duties. Participation for employees injured, or who became ill off the job will be at the sole discretion of the LCMC.

The LCMC may initiate the Modified Duty assignment by sending a health care provider's questionnaire to the injured worker's health care provider, along with a copy of the employee's job description.

It is the injured worker's responsibility to give permission to any health care provider for the release of such information that is necessary for the LCMC to identify a suitable Modified Duty assignment. The injured worker is also responsible for advising the treating health care provider of the particular elements of her or his job so that the health care provider can make an informed evaluation of the restrictions necessary to allow for the employee's proper recovery.

Upon receipt of the completed health care provider's questionnaire the LCMC may make an appropriate placement of the employee, if possible.

Modified Duty assignments will be temporary. In no event will a Modified Duty assignment last more than three (3) months, without being reviewed.

If subsequent reviews indicate that the employee's recovery is not proceeding as initially anticipated, the employee's Modified Duty may be extended to a specific date on which the health care provider expects the employee to be able to return to work without restriction.

The Modified Duty assignment may be terminated if tasks that meet the medical restrictions are no longer available; or if the employee is released to full duty or unrestricted work; or if the employee does not satisfactorily perform the assignment; or if the employee is determined to be fixed and stable; or if full recovery is not likely in three months; or it is no longer in the best interests of the LCMC.

The employee may return to unrestricted duty only upon written notification by a health care provider.

While on modified duty, an employee's pay may be changed to a level appropriate with the duties being performed.

7.03 BEREAVEMENT LEAVE

Any regular employee who suffers a death in the immediate family will receive up to three (3) days leave with pay. If additional time is needed, the employee's manager may authorize use of accrued sick leave or vacation leave.

7.04 LEAVE WITHOUT PAY

The LCMC manager may grant leaves of absence without pay for absence from work not covered by any other type of leave or if other leave balances are exhausted. Examples of absences that may qualify include, but are not limited to: a prolonged illness or medical condition, parenting, caring for an ill relative, or fulfilling a military obligation in excess of fifteen (15) days per year.

An employee may be required to use any accrued paid leaves before a leave without pay begins. If an employee is on unpaid status for more than thirty (30) calendar days, his or her anniversary date and time in service will be changed to reflect the period of absence.

7.05 JURY DUTY LEAVE

Employees may be granted time off with pay to serve on a jury. If an employee is summoned during a critical work period, the LCMC may ask the employee to request a waiver from duty. It is expected that employees will report to work if there is a break during jury duty where the employee is not required to report to the courts.

The employee will continue to receive his/her regular wages but will sign over to the LCMC any check for jury duty or witness services, except for travel reimbursement.

7.06 MILITARY LEAVE

Military Training Leave: Employees who are members of the National Guard or federal reserve military units are entitled to paid leave for a period of up to fifteen (15) calendar days per year, or any greater period required by law, for performing ordered active duty training. If the active duty exceeds fifteen (15) calendar days, the employee will take accrued compensatory time, available vacation, and then leave without pay.

Leave for Active Duty Military Service: Full-time employees who are called to, or volunteer for active duty military service will be placed on an indefinite unpaid leave of absence during the time the employee is in an active duty status with any branch of the federal or state armed forces. Any accrued unused vacation or sick leave will be paid in accordance with LCMC policy when the leave of absence begins. The employee will not earn additional vacation or sick leave during the time of the unpaid leave, nor will he/she be entitled to medical insurance benefits except as may be provided for under COBRA. Reinstatement following active duty will be in compliance with state and federal laws at the time of the return to work.

7.07 HOLIDAYS

The following are recognized as paid holidays for all full-time employees:

New Year's Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday following the first Saturday in September
Veterans' Day	If November 11 falls on a weekday
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving	Friday Following Thanksgiving
Christmas Eve	If December 24 falls on a weekday
Christmas Day	December 25

Except for Veterans' Day and Christmas Eve, a holiday falling on Saturday will be observed on the preceding Friday. A holiday falling on Sunday will be observed on the following Monday. An employee must be on paid status on the day before and after a holiday to qualify for a paid holiday.

Part-time Employees: Part time employees must work a minimum of four (4) hours within 7 days prior to a holiday before they are eligible to receive holiday pay (time and ½) for holiday worked.

Religious Holidays: If an employee's religious beliefs require observance of a holiday not included in the holiday schedule, the employee may, with his/her manager's approval, take the day off using vacation or leave without pay.

Holidays Worked: Non-exempt full time employees who work on a holiday will be paid for eight (8) hours holiday pay at the regular rate of pay and will also be paid one and one-half (1-1/2) times the regular rate of pay for all hours actually worked.

7.08 CONTINUATION OF BENEFITS DURING LEAVE

Employees on paid leave will continue to receive benefits they were entitled to prior to the start of their leave including the accrual of vacation, sick leave, holidays, retirement, and medical insurance benefits. Unless noted otherwise in these policies, an employee's benefits, including medical insurance and leave accruals, are suspended during the period of unpaid leave. In certain circumstances, self-payment of insurance premiums may apply (see Section 6.05 Continuation of Insurance Coverage section).

CHAPTER 8

PERFORMANCE REVIEWS AND TRAINING

8.01 PERFORMANCE REVIEWS

To ensure that all employees perform their jobs to the best of their ability, it is important that the employee and his/her supervisor communicate openly and frequently about the job and any concerns or problems the employee may be having. To accomplish this, the LCMC has established a performance review process.

Scheduled Reviews: The following LCMC employees will receive an annual written performance review.

- a) All Managers
- b) All Positions identified as lead positions in the employee's classification description.
- c) All full-time working level personnel.
- d) Security Officers, except those hired for seasonal park duty.

Performance reviews for managers will be conducted in December by the Board President. Performance reviews for other employees will be conducted by the employee's manager on the anniversary date of their hiring. If illness, pre-scheduled vacation, approved absence, or other unforeseen circumstances prevents conducting a review in the intended timeframe, the review(s) will be conducted as soon as possible thereafter.

Written performance reviews for seasonal/part-time employees, other than those identified above, will be at the discretion of the employee's manager. If given, the reviews will be conducted near the end of the employee's current work period. The decision of whether or not to give a written performance review will include consideration of the likelihood that the employee will apply for work in the future, and any request the employee has made to be given a written performance review. For seasonal/part-time employees not given a written performance review, the manager will complete the Manager's Determination of Whether or Not to Rehire An Employee. Appendix E.5, at the end of the employee's work period.

The LCMC recognizes the importance of the performance evaluation as a tool to strengthen individual performance, develop employee potential and improve organizational effectiveness. Consequently, managers are expected to discuss performance issues frequently with all personnel supervised. Discussions should include progress made on goals set during annual reviews, if applicable.

The primary purpose of the performance review is to ensure that employees understand what is required of them for successful performance of their job duties and requirements, to provide specific feedback on job performance, and to reinforce how job duties are linked to organizational objectives. Additionally, it should be used for performance improvement counseling efforts, career growth and determination of training needs.

Employee performance evaluations may also be used to determine the amount, if any, of an employee's pay increase.

Personnel Records: Employees may review their personnel records upon reasonable notification of their desire to do so. An employee may request, in writing, that any document be removed from their personnel record. The LCMC manager will review such request and inform the employee of the decision.

8.02 EMPLOYEE TRAINING

The LCMC seeks, within the limits of available resources, to develop staff by offering training opportunities that will increase employee job knowledge and skills. Opportunities may include, but are not limited to: on-the-job training, in-house workshops, seminars sponsored by other agencies or organizations, and programmed learning courses. Training assigned by the LCMC usually occurs during employee work time and is usually paid for by the LCMC.

As part of the performance review process, the employee and his/her supervisor may set employee development goals that identify training priorities for the next review period. All reimbursed training must be job related, within budget allocations and have prior approval of the employee's manager.

CHAPTER 9

EMPLOYEE RESPONSIBILITIES AND CONDUCT

9.01 EMPLOYEE AND WORKPLACE EXPECTATIONS

- A. Be productive and use all available time to accomplish expected work tasks – personal business should be accomplished outside of work time and/or during scheduled time off.
- B. Attend work as scheduled – that is, arrive on time fully prepared to begin work and remain at work through the entire work period and request authorization according to established department procedures if there is a need to leave the workplace.
- C. Conduct that causes or threatens harm to others or that constitutes persistent, unwanted behaviors, including inappropriate gossip will not be tolerated and will be grounds for immediate termination.
- D. Acting inappropriately such as, fraud, abuse, threats, harassment, illegal activities or sleeping on the job is a gross violation of accepted workplace standards and will be grounds for immediate termination.
- E. Use respectful, courteous and helpful language when communicating with supervisors, co-workers and customers. Loud, boisterous, intimidating language will be a violation of accepted workplace standards and is not appropriate.
- F. Visits by children, family members or other personal visitors will be kept to a minimum. Such visits must be as brief as possible and should not disturb the workplace. At no time is there to be continual presence of children in the workplace in lieu of other childcare arrangements. Telephones, copy machines, calculators, computers and all other equipment are for official use only and shall not be used by non-employees.

This policy does not apply to participation in a structured event, such as “Bring Your Child to Work Day,” if children are invited by LCMC to participate, or a special occasion (e.g. retirement lunch on site) where prior managerial approval has been obtained. Employees are personally responsible for the behavior of their children and the activities of their visitors when they are participating in an approved event.

Violations - Violations of this policy could result in corrective and/or disciplinary action.

9.02 DRESS CODE

General Rule. Employees’ personal appearance and hygiene are important both to Employees and the Company. Employees are expected to maintain a good personal appearance and to give consideration to neatness and cleanliness. Employees should always dress in a manner befitting the job, with due consideration to the needs of the Company, other Employees, and safety.

Clothing Requirements. An Employee’s clothing should always be in keeping with customary acceptable attire for the workplace, meeting with customers, clients, and the public. Clothing

that is not allowed to be worn by Employees while working includes, but is not limited to, the following:

- tattered jeans
- shirts with language or graphics that are vulgar, sexually explicit, or may otherwise be offensive
- attire that is revealing or provocative
- flip-flops or any type of loose footwear
- sweat suits
- see-through blouses or shirts
- hairnets (unless worn around a food operation or clean room)
- sports bras, halter tops, or similar attire
- tank tops
- clothing that allows bare midriffs
- loose clothing.

Accommodation: LCMC respects the religious beliefs and practices of all employees and will make, on request, an accommodation for such observances when a reasonable accommodation is available that does not create an undue hardship on the company.

9.03 GROOMING POLICY

Purpose - This policy has been developed to ensure that all employees understand the importance of appropriate grooming and hygiene in the workplace or when otherwise representing the Lake Cushman Maintenance Company (LCMC). The standards of grooming and hygiene outlined below set forth the *minimum requirements* to which all employees, contract workers, and temporary staff are required to adhere to.

Statement of Policy - LCMC recognizes that the presentation of its employees in the workplace contributes to a professional environment and the public image that has contributed to the success of the LCMC. Therefore, LCMC expects employees to be well-groomed and professional in appearance when coming to work or engaged in work-related tasks with customers, clients, and colleagues.

Hygiene - Every employee is expected to practice daily hygiene and good grooming habits as set forth in further detail below.

Hair - Hair should be clean, combed, and neatly trimmed or arranged. Unkempt hair is not permitted. Sideburns, mustaches, and beards should be neatly trimmed. Non-traditional hair colors shall be discussed with an employee's immediate Supervisor.

Make-Up - Make-up must be professional and conservative.

Fragrance - Recognizing that employees and visitors to the workplace may have sensitivities or allergies to fragrant products, including but not limited to perfumes, colognes, fragrant body lotions or hair products, LCMC is a fragrance-free workplace. Fragrant products that may be offensive to others should be used in moderation out of concern for others in the workplace.

Nails - Hands and nails should be clean and conservatively manicured.

Jewelry - Employees may wear tasteful jewelry in moderation. The size and/or number of earrings, rings, necklaces, and bracelets may be determined at the department level based on specific job functions, operational, and safety factors. Where job duties present any type of safety risk, jewelry may be prohibited or severely limited. In other areas, moderate (including size and amount) jewelry may be worn. No other visible body jewelry/body piercings may be worn while an employee is in the workplace.

Tattoos - No visible tattoos or other body art (such as surgically implanted ball bearings, spikes, and the like) are permitted in the workplace. Exceptions may be made for employees who have small, non-offensive tattoos that cannot easily be covered by standard clothing (i.e., wrist, neck, etc.). All exceptions require the approval of the employee's Supervisor.

Exceptions - Employees seeking an exception from any of the above standards should speak with LCMC Human Resources. LCMC respects the religious beliefs and practices of all employees and will make, on request, an accommodation for such observances when a reasonable accommodation is available that does not create an undue hardship on the company.

Violations - Violations of this policy will result in discipline, up to and including termination.

9.04 OUTSIDE EMPLOYMENT AND CONFLICTS OF INTEREST

The position that all regular employees hold with the LCMC is viewed by the LCMC as that employee's primary job. Due to the high standards and service expectations of the public for all LCMC employees, the employee's manager must approve all outside employment in advance.

Outside Employment: Employees may engage in another job outside their LCMC employment as long as it does not conflict with the best interests of the LCMC or interfere with the employee's ability to perform his/her LCMC job. Specifically, outside activities may not:

- (1) Interfere with LCMC job responsibilities;
- (2) Be conducted during the employee's work hours;
- (3) Utilize LCMC telephones, computers, supplies, or any other resources, facilities or equipment;
- (4) Be with a firm that has contracts with or does business with the LCMC;
- (5) Involve service in a decision making or recommending capacity with a public, private, or non-profit agency that solicits funds from the LCMC and where the employee has a role in the LCMC to influence such actions; or

Conflicts of Interest: No employee of the Lake Cushman Maintenance Company will use his/her position for personal gain and will avoid conflicts of interest or the appearance of conflicts of interest.

9.05 NO SMOKING POLICY

The LCMC prohibits smoking by employees in all LCMC owned or leased vehicles, LCMC facilities, LCMC-owned buildings and individual employee offices, and offices or other facilities rented or leased by the LCMC.

9.06 USE OF LCMC EQUIPMENT

Telephones: Use of LCMC phones, including cellular, for personal phone calls should be kept to a minimum. Any costs for personal use must be reimbursed. An exception may be made when an employee's normal work schedule is changed by the LCMC and the employee needs to change personal plans.

Computers: LCMC's computer systems are for business use only. All information, documents and files stored on the computer system in any form are the property of LCMC and may be accessed, used or reviewed by LCMC at any time.

The electronic mail system accessible on some computers may be used for business or limited personal communication. Use of the system for personal communications should be kept to a minimum. All communication over the e-mail system must be appropriate to a business setting. LCMC may access, read, review, copy or delete any messages transmitted over its e-mail system at any time.

Although the Internet is accessible from most LCMC computers, it is primarily for LCMC business. Limited personal use of the Internet is available so long as it is during breaks, lunch or after hours and do not disrupt LCMC business. Display or transmission of sexually explicit images is prohibited. Display or transmission of messages, cartoons, or any other communication that can be construed as harassment or disparagement of others based on their race, national origin, sex, age, disability or other protected class will not be permitted.

Other LCMC Equipment: Except as stated above, LCMC supplies and equipment may not be used for personal purposes including repairing and/or maintaining any personal property.

9.07 USE OF LCMC MOTOR VEHICLES FOR PERSONAL USE

Company-Owned Vehicle Policy

Scope

The Scope of this policy is to establish rules pertaining to personal use of a company-owned vehicle. This policy applies to all Lake Cushman Maintenance Company employees with an assigned company vehicle.

Vehicle Use

Lake Cushman Maintenance Company vehicles are to be used solely for company business. Personal use of company vehicles, including commuting to and from work, is prohibited. Vehicles will be kept on LCMC premises when not in use, unless they are undergoing maintenance or repair. Temporary exceptions to these policies may be authorized by the LCMC Board President on a case-basis to accommodate special circumstances.

Driver Criteria

Motor Vehicle Records (MVRs) will be requested at least once per year. Management reserves the right to use its discretion in determining an unsatisfactory MVR. As a guideline, 3 minor violations in the past three years will be grounds for an unsatisfactory MVR and cause for disciplinary actions and/or termination.

Driving a company vehicle under the influence of alcohol or any other illegal substances is strictly prohibited and is grounds for termination.

Drug/Alcohol Testing

Lake Cushman Maintenance Company reserves the right to conduct initial and/or periodic random drug and alcohol testing. Testing will be conducted by a licensed medical facility designated by the company in accordance with procedures described in Appendix E.1. Any positive results will be grounds for termination.

Accident Procedures

All accidents or moving violations must be reported to the company within 24 hours. The reporting requirement applies if the accident or moving violation took place in a business vehicle.

Preventative Maintenance

To retain the safety and integrity of the company vehicle, the company will conduct routine motor vehicle maintenance according to manufacturer specifications. Employees are required to conduct a visual pre-trip vehicle inspection, which includes tires, windshield wipers, brakes, mirrors and lights, and report any needed repairs to their manager immediately.

9.08 USE OF PERSONAL MOTOR VEHICLES FOR LCMC BUSINESS

In some instances, a LCMC employee may use his or her own personal motor vehicle for LCMC business. The LCMC will reimburse the employee by paying the current IRS mileage reimbursement rate. Employees who utilize their own vehicles on behalf of LCMC must carry personal auto insurance that meets the minimum requirements of Washington State law. LCMC is not responsible for any physical damage to the employee's vehicle, that should be insured through the personal auto policy. Proof of personal auto liability may be required by LCMC. Use of a personal motor vehicle for LCMC business during or after consumption of alcohol or drugs is strictly prohibited.

9.09 SAFETY/SEAT BELT POLICY

Pursuant to Washington law, anyone operating or riding in LCMC motor vehicles or driving or riding in a private or commercial vehicle while on LCMC business must wear a safety/seat belt at all times.

9.10 DRIVER'S LICENSE REQUIREMENTS

As a condition of employment for certain LCMC positions, an employee may be required to hold a valid Washington State Driver's License and have a good driving record. A Motor Vehicle Record (MVR) will be obtained annually for all drivers and reviewed to determine if remedial

driver's training is necessary. The MVR will be reviewed with the driver by the manager and will be made part of the driver's file.

If an employee's license is revoked, suspended or lost, or is in any other way not current, valid and in the employee's possession, the employee will promptly notify his/her supervisor and will be immediately suspended from driving duties. The employee may not resume driving until proof of a valid, current license is provided to his/her supervisor.

Depending on the duration of license suspension, revocation or other inability to drive, an employee may be subject to disciplinary action up to and including discharge.

9.11 SAFETY/SECURITY

The safety of each employee, co-workers and the public is the primary responsibility of each employee. Every employee is responsible for maintaining a safe work environment and following safe work practices. Each employee will promptly report all unsafe or potentially hazardous conditions to his/her manager. The LCMC will make every effort to remedy problems as quickly as possible.

Employees who are assigned or provided safety clothing or equipment are required to wear or utilize that clothing or equipment.

In case of an accident involving a personal injury, regardless of how minor or serious, employees will immediately notify their manager.

The LCMC retains the right to inspect employees' lockers, work areas, desks, persons, packages, computers and other work equipment and tools when it has concern regarding the safety and/or security of its employees and property owners and of the information for which it is responsible.

Safety meetings are required monthly. Monthly minutes of issues and training discussed will be maintained for one year. All safety meeting minutes shall be submitted to the LCMC office for proper filing.

9.12 SUBSTANCE ABUSE

The LCMC is committed to providing and maintaining a safe and productive work environment that is free from the effects of drugs, alcohol and other job performance impairing substances. It is primarily concerned with the well-being of employees and the public they serve. We encourage employees who are concerned about their alcohol or drug use to seek counseling, treatment and rehabilitation.

Although the decision to seek diagnosis and accept treatment may be voluntary, the LCMC is fully committed to helping employees overcome substance abuse through its available resources. Employees entering drug treatment must complete the Employee Drug Treatment Plan Agreement in Appendix E.3. In some cases, the expense of treatment may be fully or partially covered by the LCMC's medical insurance. In recognition of the sensitive nature of these matters, all discussions will be kept confidential. Employees who seek advice or treatment will not be subject to retaliation or discrimination. Employees who refuse to seek treatment when requested by proper LCMC or other authority are subject to disciplinary action for their actions or inaction.

Employees who fail to follow the provisions of the Employee Drug Treatment Plan Agreement will be terminated.

Use of Medication: An employee taking prescription or non-prescription medication that may affect the employee's ability to work or may affect the safety of the employee, co-workers or the public is required to notify his/her supervisor prior to commencement of work. The supervisor will make a determination whether it is in the best interests of the employee and the LCMC that the employee work, not work or be reassigned during the period of medication.

When Job Performance is Affected: Although the LCMC's emphasis is on rehabilitation, it must be understood that disciplinary action may be taken when an employee demonstrates problems in job performance or is involved with or under the influence of drugs or alcohol on the job. The LCMC may require the employee to sign a Return To Work (RTW) Agreement. Such RTW will detail what the employee must do to remain an employee.

The LCMC will discipline and/or immediately terminate an employee possessing, consuming, controlling, selling or using alcohol, drugs or other controlled substances during work hours. The LCMC may also discipline and/or terminate an employee who exhibits an on-going dependence on alcohol, drugs or other controlled substances which, in the LCMC's opinion, impairs the employee's work performance, poses a threat to the public confidence, or is a safety risk to the LCMC or others.

Drug-Free Workplace: To comply with the requirements of the federal Drug-Free Workplace Act, the LCMC adopts the following policies:

- The manufacturing, distribution, dispensation, possession and use of unlawful drugs or alcohol on LCMC premises or during work hours by LCMC employees is strictly prohibited.
- Employees must notify the LCMC within five (5) days of any conviction for a drug violation in the workplace.
- Violation of this policy can result in disciplinary action up to and including discharge. Continued poor performance or failure to successfully complete a rehabilitation program is grounds for termination.

Drug Testing Lake Cushman Maintenance Company reserves the right to conduct initial, random, reasonable suspicion, and post-accident drug and alcohol testing. Testing will be conducted by a licensed medical facility designated by the company in accordance with Appendix E.1. Any positive results will be grounds for termination. Appendix E contains procedures and forms to be used if drug tests are positive.

9.13 COMPLAINT PROCEDURE/PROBLEM SOLVING PROCESS

The LCMC recognizes that situations may arise in which an employee feels that he or she has not been treated fairly or in accordance with LCMC policies, practices and procedures. For this reason, a number of steps are outlined below to address problems and complaints.

A "complaint" is an action by an employee alleging that he/she has not been treated fairly concerning the administration of these personnel policies, other administrative policies, or practices of the LCMC.

This complaint procedure does not apply to claims of discrimination or sexual harassment. Separate procedures apply to these types of complaints -- see Section 2.02, Anti-Harassment/Non-Discrimination Policy.

No punitive action will be carried out against the employee for using this procedure.

Complaint Procedure for Non-managers:

1. Employee discusses problem or complaint with their manager. He or she will give the employee a reply within five (5) working days, unless it is mutually agreed that additional time is needed.
2. If the problem is not resolved to employee's satisfaction, the employee may submit the matter in writing to their manager, including a statement of the problem, relevant facts and remedies sought, within ten (10) days of receipt of the reply from step 1. The manager will respond to the employee in writing within ten (10) working days after receiving the complaint unless it is mutually agreed that additional time is needed.
3. If the employee remains dissatisfied, they can submit the problem, in writing, to the LCMC President. The written complaint should include a description of the problem and the remedy sought. It should be filed within ten (10) working days of the receipt of the reply in step 2.
4. The LCMC President and Secretary shall meet with the parties involved, and may meet with other company personnel, members of the association, various specialists, and counsel to gather information and obtain advice. The Secretary shall record the meeting unless the employee objects. The LCMC President shall prepare a written response within ten (10) working days of the meeting unless it is mutually agreed that additional time is needed. The LCMC President's response and decision, after approval by the Board of Directors, will be final and binding.

Complaint Procedure for Managers

1. The manager submits a request for reconsideration of action taken by the board within 10 days of the action taken by the board, unless the parties mutually agree that additional time is required. The request will include the reasons the manager believes the board acted inappropriately, and remedies sought.
2. The board will review the manager's request. The board may meet with the manager and other company personnel, members of the association, various specialists, and counsel, to gather further information and obtain advice.
3. The board will provide a response to the manager within 14 days of receiving the manager's request. The response will either be the board's response to the manager's request, or a notification of when to expect a response.

4. When the board provides its response to the manager's request, it will indicate what action, if any, the board intends to take. The board's decision is final and binding.

9.14 BULLETIN BOARDS

The LCMC maintains bulletin boards for posting information as required by federal and/or state law as well as to provide information to its employees. Posting of materials on LCMC bulletin boards is restricted to those materials deemed appropriate by the LCMC. Employees desiring to post materials will make such request to the employee's manager for determination of appropriateness.

9.15 SOLICITATION

To promote workplace safety and security, the following applies to soliciting in the workplace. Except for authorized LCMC programs and with prior approval, individuals not employed by the LCMC are not permitted to enter LCMC premises at any time to solicit, survey, petition, or distribute literature. This restriction includes charity solicitors, salespersons, questionnaire surveys, union organizers or any form of solicitation or distribution. Employees may only approach each other regarding reasonable forms of solicitation during non-work time (including before and after the start of all involved employees' periods, and during breaks and meal periods) and in non-work areas.

No LCMC funds or resources can be utilized for outside solicitations.

9.16 UNIFORMS, SPECIAL EQUIPMENT AND CLOTHING

The LCMC may require the wearing or use of uniforms, special clothing and/or special equipment. When such requirement exists, the LCMC will pay for the purchase and replacement of such uniform, clothing or equipment. The employee is required to wear or utilize such clothing or equipment.

9.17 SOCIAL MEDIA POLICY FOR LCMC

Purpose: The goal of the LCMC's social media channels is to serve as an online information source focused on LCMC issues, projects, news and events. It is not intended as a public forum. The social media sites are administered by LCMC, but the content on the sites is not entirely controlled by the LCMC. The LCMC does not endorse any link or advertisements on its social media sites placed by the site owners or their vendors or partners. The LCMC reserves the right to remove any content from its social media sites at any time.

Comment Policy: All comments posted to the LCMC's social media page will be monitored. The LCMC reserves the right to remove inappropriate comments including those that: contain obscene language, or sexual content; threaten or defame any person or organization; violate the legal ownership interest of another party; support or oppose political candidates or causes; promotes illegal activity; promote commercial services or products or are not related to the particular topic."

LCMC reserves the right to restrict or remove any content that is deemed to be in violation of

its Social Media Policy or any applicable law.

Policy Purpose - This Social Media Policy (“Policy”) establishes guidelines for the establishment and use by LCMC of social media sites as a means of conveying information to members of the public.

The intended purpose of LCMC social media sites is to disseminate information from the LCMC about LCMC’s mission, meetings, activities, and current issues, to members of the public.

The LCMC has an overriding interest and expectation in protecting the information posted on its social media sites and the content that is attributed to the LCMC and its officials.

Definitions - “Social media sites” means content created by individuals, using accessible, expandable, and upgradable publishing technologies, through and on the internet. Examples of social media include, but are not limited to, Facebook, Twitter, Blogs, RSS, YouTube, LinkedIn, Delicious, Pinterest, and Flickr.

“LCMC” is an abbreviation for the Lake Cushman Maintenance Company.

“LCMC social media sites” means social media sites which the LCMC establishes and maintains, and over which it has control over all postings, except for advertisements or hyperlinks by the social media site’s owners, vendors, or partners. LCMC social media sites shall supplement, and not replace, the LCMC’s required notices and standard methods of communication.

“Posts” or “a posting” means information, articles, pictures, videos or any other form of communication posted on a LCMC social media site.

General Policy:

1. The LCMC’s official website at www.lakecushmanmc.com will remain the LCMC’s primary means of internet communication.
2. The establishment of LCMC social media sites requires approval by the LCMC General Manager or designee. Upon approval, LCMC social media sites shall bear the name and/or official logo of the LCMC.
3. All content on LCMC social media sites shall be reviewed, approved, and administered by the LCMC’s General Manager or designee.
4. LCMC social media sites shall clearly state that such sites are maintained by the LCMC and that the sites comply with the LCMC’s Social Media Policy.

5. LCMC social media sites shall link back to the LCMC's official website for forms, documents, online services and other information necessary to conduct business with LCMC.
6. The LCMC's General Manager or designee shall monitor content on LCMC social media sites to ensure adherence to both the LCMC's Social Media Policy and the interest and goals of the LCMC.
7. The LCMC shall use social media sites as consistently as possible and in conjunction with other established LCMC communication tools.
8. LCMC social media sites shall be managed consistent with Chapter 64.38 RCW. Members of the LCMC Board, except in open public meetings, shall not respond to any published postings, or use the site or any form of electronic communication to respond to, blog or engage in serial meetings, or otherwise discuss, deliberate, or express opinions on any issue within the subject matter jurisdiction of the body.
9. The LCMC reserves the right to terminate any LCMC social media site at any time without notice.
10. LCMC social media sites shall comply with usage rules and regulations required by the site provider, including privacy policies.
11. The LCMC's Social Media Policy shall be displayed to users or made available by hyperlink.
12. All LCMC social media sites shall adhere to applicable federal, state and county laws, regulations and policies, and all LCMC governing documents.
13. LCMC social media sites are subject to the Chapter 64.38 RCW. Any content maintained on a LCMC social media site that is related to LCMC business, including a list of subscribers, posted communication, and communication submitted for posting, may be considered an association record and subject to disclosure for examination by all member/lessees, holders of mortgages on the lots, and their respective authorized agents.
14. Employees representing the LCMC on LCMC social media sites shall conduct themselves at all times as a professional representative of the LCMC and in accordance with all LCMC governing documents.
15. All LCMC social media sites shall utilize authorized LCMC contact information for account set-up, monitoring and access. The use of personal email accounts or phone numbers by any LCMC employee is not allowed for the purpose of setting-up, monitoring, or accessing a LCMC social media site.
16. LCMC social media sites may contain content, including but not limited to,

advertisements or hyperlinks over which the LCMC has no control. The LCMC does not endorse any such hyperlink or advertisement placed on LCMC social media sites by the social media site's owners, vendors, or partners.

17. The LCMC reserves the right to change, modify, or amend all or part of this policy at any time.

Content Guidelines:

1. The content of LCMC social media sites shall only pertain to LCMC-sponsored or LCMC-endorsed programs, services, and events. Content includes, but is not limited to, information, photographs, videos, and hyperlinks.
2. The LCMC shall have full permission or rights to any content posted by the LCMC, including photographs and videos.
3. Postings shall be made during normal business hours. After-hours or weekend postings shall only be made with approval of the LCMC Administrative Services Manager, in collaboration with the General Manager. Any employee authorized to post items on any of the LCMC's social media sites shall review, be familiar with, and comply with the social media site's use policies and terms and conditions.
4. Any employee authorized to post items on any of the LCMC's social media sites shall not express his or her own personal views or concerns through such postings. Instead, postings on any of the LCMC's social media sites by an authorized LCMC employee shall only reflect the views of the LCMC.
5. Postings must contain information that is freely available to the public and not be confidential as defined by any LCMC policy or state or federal law;
6. Postings may NOT contain any personal information, except for the names of employees whose job duties include being available for contact by the public;
7. Postings to LCMC social media sites shall NOT contain any of the following:
 - a. Comments that are not topically related to the particular posting being commented upon;
 - b. Comments in support of, or opposition to, political campaigns, candidates or ballot measures;
 - c. Profane language or content;
 - d. Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, or status with regard to public assistance, national origin, physical or mental disability or sexual orientation, as well as any other category protected by federal, state, or local laws;

- e. Sexual content or links to sexual content;
- f. Solicitations of commerce which are not authorized by LCMC;
- g. Conduct or encouragement of illegal activity;
- h. Information that may tend to compromise the safety or security of the Members or Member's Resources; or
- i. Content that violates a legal ownership interest of any other party.
- j. Personal Attacks.

These guidelines shall be displayed to users or made available by hyperlink on all LCMC social media sites. Any content removed based on these guidelines must be retained for a limited time, including available time, date and identity of the poster.

The LCMC reserves the right to implement or remove any functionality of its social media site, when deemed appropriate by the LCMC General Manager or designee. This includes, but is not limited to, information, articles, pictures, videos or any other form of communication that is posted on a LCMC social media site.

Except as expressly provided in this Policy, accessing any social media site shall comply with all applicable LCMC policies pertaining to communications and the use of the internet by employees, including e-mail content.

All of the content on LCMC social media sites must be provided to the LCMC's General Manager or designee for review, approval and subsequent posting to the social media site.

CHAPTER 10

DISCIPLINE AND TERMINATION

10.01 GUIDELINES FOR APPROPRIATE CONDUCT

LCMC expects excellence from each of our employees while striving to make this an enjoyable and rewarding place to work.

The following are examples of types of inappropriate work behavior that may result in discipline up to and including termination:

- (1) Possession of, distribution, sale, transfer or use of alcohol, narcotics, other controlled substances or non-prescribed use of otherwise lawful prescription drugs while on the job;
- (2) Violation of a lawful duty, falsification of records or making a false claim on LCMC funds;
- (3) Insubordination or other disrespectful conduct;
- (4) Harassment of another employee, member of the public, vendors or contractors;
- (5) Excessive or unexcused absence or tardiness for any reason;
- (7) Fighting or threatening violence in the workplace;
- (8) Acceptance of fees, gratuities or other valuable items in the performance of the employee's official duties for the LCMC;
- (9) Violation of duties or rules in these personnel policies, or any other LCMC rule or administrative order;
- (10) Theft or inappropriate removal of property;
- (11) Boisterous or disruptive activity in the workplace;
- (12) Negligence or improper conduct leading to damage of property;
- (13) Violation of safety rules or endangerment of the safety of the individual, co-workers or the public;
- (14) Possession of dangerous or unauthorized materials in the workplace;
- (15) Unauthorized disclosure of confidential information.

This list contains examples only and is not exhaustive. The LCMC may discipline or terminate employees for other reasons not stated above. Some offenses are such as to require immediate termination.

10.02 INVESTIGATORY OR NON-DISCIPLINARY LEAVE

A manager may place an employee on paid or unpaid leave pending the outcome of an investigation. Based on the outcome of the investigation, further action may or may not be taken by the LCMC. The LCMC President will provide notice to the LCMC Board of Directors when action has been taken to put an employee on paid or unpaid leave.

Administrative Leave: On a case-by-case basis, the LCMC may place an employee on administrative leave with or without pay for an indefinite period of time. Administrative leave may be used in the best interests of the LCMC as determined by the employee's manager during an investigation or other administrative proceeding.

10.03 DISCIPLINE GUIDELINES

All employees of the LCMC are considered at-will employees and may be terminated from employment at any time, with or without cause and with or without notice. These guidelines may be used at LCMC's sole discretion. They are intended to give employees advance notice whenever possible, of problems with their conduct or performance so they have an opportunity to improve. Based on the seriousness or other circumstances of the situation, however, discipline may begin at any level, may skip steps and/or any steps may be repeated as appropriate. The LCMC may determine that immediate termination is the appropriate, first and only step to be taken. Granting an employee use of these disciplinary guidelines does not eliminate an employee's at-will employment status.

(1) Verbal Counseling. With the exception of offenses requiring more stringent action, the manager will discuss behavior and performance problems with the employee on an informal basis. This gives the employee the opportunity to make changes and avoid proceeding to the formal discipline steps below. Such discussions may be temporarily documented in the supervisor's file, but not in the employee's personnel file. Repeated counseling will result in a written warning.

(2) Written Warning. This is a formal written disciplinary action for misconduct, inadequate performance, or repeated lesser infractions. Written warnings are placed in the employee's personnel file. The written warning will include the nature of the infraction, what the employee needs to do to correct the conduct or improve performance, and make clear what further disciplinary action would follow if the incident happens again or improvement does not occur within a specified time period.

(3) Suspension. A temporary unpaid absence from duty may be imposed as a penalty for significant misconduct or repeated lesser infractions. A suspension is a severe disciplinary action that is made part of the employee's permanent record.

An FLSA-exempt employee may not be suspended without pay for less than one full workweek or multiples thereof unless the discipline is imposed for infractions of safety rules that are intended to prevent serious danger in the work place or to other employees.

(4) Discharge. An employee may be terminated from LCMC employment for a serious offense or when the progressive steps above do not result in corrected behavior or improved work performance or when the offense is such that the LCMC determines immediate termination to be appropriate.

10.04 TERMINATION

Termination from employment with the LCMC may be for a number of reasons including:

Resignation: Employment termination initiated by the employee who chooses to leave the LCMC voluntarily.

Layoff: Involuntary employment termination initiated by the LCMC for non-disciplinary reasons due to lack of work, limited funds, organization change or other needs of the LCMC and not related to the employee's performance.

Retirement: Voluntary retirement from active employment status initiated by the employee.

Discharge: Employment termination initiated by the LCMC. It may be for cause or without cause.

Prior to termination of employment, the employee shall participate in an exit interview conducted by the employee's manager during which the employee's benefits, rights and responsibilities following termination are explained. At the exit interview employee shall return all LCMC property before receiving their final paychecks.

10.05 RESIGNATION

LCMC management requires employees to provide two (2) weeks' notice of resignation and department managers four (4) weeks' notice of resignation, unless waived by mutual agreement. Failure to provide appropriate notice may result ineligibility for re-hire and a resignation not in good standing.

10.06 LAYOFF

The LCMC may lay off employees for lack of work, reorganization, budgetary restrictions or other changes that have taken place in accordance with the needs of the LCMC.

Temporary employees, first, and then employees who have not completed their working test period may be laid off before full time employees are affected.

In determining full time employees to be laid off, consideration will be given to individual performance and the qualifications required for remaining jobs. Seniority may be considered when performance and qualifications are equal.

The LCMC reserves the right to retain any employee needed for essential LCMC services and emergency responsibilities if they cannot be accomplished under the foregoing guidelines.

Employees who are laid off will be placed on a re-employment list for up to six (6) months. Persons on this list will be given preference over outside candidates if they are qualified for any LCMC position.

10.07 RETURN OF LCMC PROPERTY

On the employee's last day of work, the employee will be required to return to the LCMC all property in his/her possession or assigned to him/her including but not limited to:

- ◆ Credit cards
- ◆ Cell phones and radios
- ◆ Equipment and tools
- ◆ Identification badges and security passes
- ◆ Keys
- ◆ Manuals and any other written or electronic materials
- ◆ Computer access codes
- ◆ Protective equipment and uniforms
- ◆ Vehicles

The value of property not returned may be sought by the LCMC through holding final pay and/or legal action.

Approved at the October 9, 2010 Board Meeting. Revision to Chapter 4, Paragraph 4.06 approved 12/11/10. Revision to Chapter 9, Paragraph 9.09 approved at the 3/12/11 Board Meeting. Revisions to Chapter 9, Paragraph 9.09 and addition of Appendix E approved at the July 9, 2011 Board Meeting. Revisions to Chapter 2, Paragraph 2.03 approved 10/08/11. Revisions to Chapter 6, Paragraph 6.06 approved 10/8/11. Revisions to Security Coordinator and Operations Supervisor Titles approved 10/8/11. Revisions to iv Table of Contents. Revisions to Chapter 9, Paragraph 9.04 Drug / Alcohol Testing, and Chapter 9, Paragraph 9.09 Substance Abuse, Appendix E., E.1, E.2 and E.3 Approved 2/11/12 Revisions to Paragraph 5.05, 9.02, 9.10 Approved July 14, 2012. Revision to Paragraph 3.02 approved 4/13/13. Revisions to Paragraph 3.03, 6.01, 6.04, Appendix E.1 approved November 9, 2013. Revisions to Chapter 8, Paragraph 8.01 and addition of Appendix E5 approved December 14, 2013. Revisions to Chapter 5, Paragraph 5.05 approved January 23, 2014. Revisions to Paragraph 9.04 approved March 27, 2014. Revisions to Chapter 6, Paragraph 6.02, 6.10, and 8.01 approved March 12, 2016. Revisions to Chapter 3, Paragraphs 3.02 and 3.03 approved March 24, 2016. Revisions to Chapter 1 Paragraph 1.03, Chapter 3 Paragraph 3.04, Chapter 4 Paragraph 4.02, Chapter 5 Paragraph 5.04, Chapter 6 Paragraphs 6.06 and 6.10, Chapter 7 Paragraph 7.02 and 7.07, addition of Appendix F Employee Notice for Use of Paid Sick Leave approved January 25, 2018. Revisions to Chapter 9, Paragraph 9.05 approved March 22, 2018. Addition of Chapter 5, Paragraph 5.09 Employee Incentives, Revisions to Chapter 6, Paragraph 6.07 Definitions, Addition of new Chapter 9, Paragraph 9.01 Employee and Workplace Expectations, Paragraph 9.02 Dress Code, Correction of following Chapter 9 paragraph numbers approved May 24, 2018. Revision to Chapter 5.05 Overtime/Compensatory Time, Paragraph 2 approved September 8, 2018. Addition of Chapter 9.17 Social Media Policy approved December 8, 2018.

Attest:

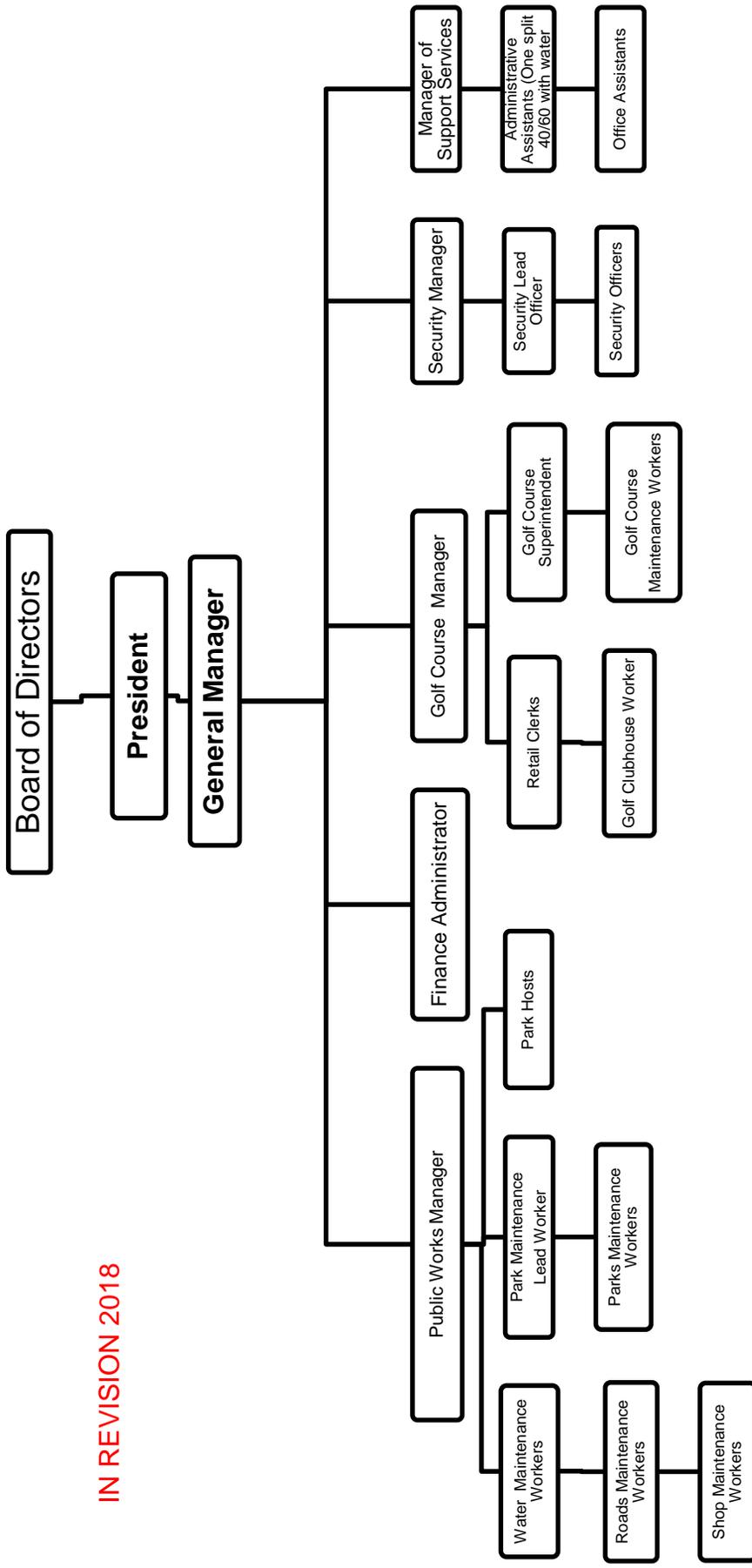
Debra Snoey, Secretary Date Dave Curley, President Date

As approved by the Board of Directors on December 8, 2018

Appendices A, B, C, D, E & F

Lake Cushman Maintenance Co.

IN REVISION 2018



SAFETY MEETING AGENDA

Date of Meeting: _____ Time of Meeting: _____

Location: _____

- I. Call to order

- II. Attendance (Make sure all in attendance sign the Meeting Record Sheet)

- III. Review any safety and health inspection reports issued since last meeting
 - A. Discussion by all present (*input from employees*)

- IV. Evaluate any accident investigations conducted since the last meeting and determine if the unsafe situation was identified and corrected.
 - A. Discussion by all present (*input from employees*)

- V. Review the accident and illness prevention program and discuss recommendations for improvement.
 - A. Discussion by all present (*input from employees*)

- VI. Main topic of training/discussion for this meeting
 - A. Moderator makes formal comments, introduces video, etc.
 - B. Discussion of topic by all present
 - C. Recommendations/Directions of Moderator for compliance with items discussed

- VII. Miscellaneous Discussion (*General input/comments from those present*)

- VIII. Adjournment

Lake Cushman Maintenance Company
SAFETY MEETING MINUTES

Date of Meeting: _____ Moderator: _____

Topic: _____

SIGN-IN:

_____	_____
_____	_____
_____	_____
_____	_____

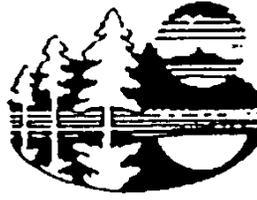
SAFETY CONCERNS: *(RECORD ANY SAFETY CONCERNS VOICED BY THOSE PRESENT)*

ACCIDENT DISCUSSION: *(RECORD DISCUSSION OF ANY ACCIDENTS WHICH HAVE RECENTLY OCCURRED AND STEPS TAKEN TO PREVENT FUTURE ACCIDENTS)*

SYNOPSIS OF MEETING:

SIGNATURE OF MODERATOR: _____

Application For Employment



**LAKE CUSHMAN
MAINTENANCE COMPANY**
3740 N Lake Cushman Road
Hoodsport, WA 98548
Phone: (360) 877-5233
Fax: (360) 877-6713
Email: lcmc@hctc.com

The Lake Cushman Maintenance Company is Proud to be an Equal Employment Opportunity Employer.

Position Applied For: _____ **Date of Application:** _____
(PLEASE PRINT IN INK OR TYPE)

Name _____
LAST FIRST MIDDLE
Address _____
NUMBER STREET CITY STATE ZIP CODE
Telephone () _____ Work Telephone () _____
Message Telephone () _____ Name of Contact _____
Valid Driver's License No.: _____ State _____ Expiration date: _____
Any Driver's License Restriction? Yes No If yes, describe: _____

Do you have a commercial driver's license? Yes No Class _____ Endorsements _____
If "yes", complete Release of Information Form 49 CFR Part 40 Drug and Alcohol Testing attached..

If employed and are under 18 years old, can you furnish a work permit? Yes No

Have you filed an application here before? Yes No If yes, give date: _____

Have you been employed by LCMC before? Yes No If yes, give date: _____

Are you employed now? Yes No May we contact your present employer? Yes No

Are you prevented from lawfully becoming employed in this country because of Visa or Immigration Status? Yes No

On what date would you be available for work
and what are your salary requirements? _____

Are you available to work: Full Time Part Time Shift Work Temporary

Are you on a lay-off and subject to recall? Yes No

Can you travel if a job requires it? Yes No

Have you been convicted of a felony within the last ten years? Yes No If yes, please attach an explanation.

Employment Experience

Start with your present or last job. Include relevant military service assignments and volunteer activities. All the information in this section must be supplied, either here or on a resume. If you need additional space, you may attach additional sheets.

1	EMPLOYER		DATES EMPLOYED		Work Performed
			FROM	TO	
	ADDRESS				
	JOB TITLE		SALARY: STARTING FINAL		
	SUPERVISOR	TELEPHONE NO.			
REASON FOR LEAVING					
2	EMPLOYER		DATES EMPLOYED		Work Performed
			FROM	TO	
	ADDRESS				
	JOB TITLE		SALARY: STARTING FINAL		
	SUPERVISOR	TELEPHONE NO.			
REASON FOR LEAVING					
3	EMPLOYER		DATES EMPLOYED		Work Performed
			FROM	TO	
	ADDRESS				
	JOB TITLE		SALARY: STARTING FINAL		
	SUPERVISOR	TELEPHONE NO.			
REASON FOR LEAVING					
4	EMPLOYER		DATES EMPLOYED		Work Performed
			FROM	TO	
	ADDRESS				
	JOB TITLE		SALARY: STARTING FINAL		
	SUPERVISOR	TELEPHONE NO.			
REASON FOR LEAVING					
5	EMPLOYER		DATES EMPLOYED		Work Performed
			FROM	TO	
	ADDRESS				
JOB TITLE		SALARY: STARTING FINAL			

SUPERVISOR	TELEPHONE NO.			
REASON FOR LEAVING				

Complete if required or applicable for the position for which you are applying:

Describe the Computer Software Applications you have experience with: _____

Education

	High School				College/University				College/University				Graduate/Professional			
School Name																
Years Completed	9	10	11	12	1	2	3	4	1	2	3	4	1	2	3	4
Check Appropriate Box	<input type="checkbox"/>															
Diploma/Degree-Year																
Course of Study/Major																

Specialized Training, Apprenticeships, Certifications:

Community & Professional Activities:

References:

Give the name, address and telephone number of three references:



LAKE CUSHMAN MAINTENANCE COMPANY EMPLOYEE PERFORMANCE EVALUATION FORM

EMPLOYEE NAME _____

DATE _____

SUPERVISOR _____

REVIEW PERIOD _____

1. THINGS DONE WELL

Show specific examples of employee's best work.

- Achievements
- Successes
- Positive contributions to the organization

Give specific facts.

EXTRA SHEET ATTACHED

2. THINGS TO DO- GOALS

What the supervisor expects to see:

- Improve
- Change or
- Learn

So that the employee can make a better contribution to the LCMC.

EXTRA SHEET ATTACHED

<p>3. EMPLOYEE'S ACTION PLAN</p> <p>What the employee needs to do to achieve the desired change, improvement or learning.</p> <ol style="list-style-type: none"> 1. What the employee will do. 2. How the employee will do it. Any steps methods, or procedures to be followed to achieve the goal. 3. The way things will be if the Action Plan is successful. 4. When these things will be done. (Dates, times, deadlines) 	<p><input type="checkbox"/> EXTRA SHEET ATTACHED</p>
<p>4. SUPERVISOR'S ASSISTANCE PLAN</p> <p>The supervisor will take these steps to help the employee achieve the action plan.</p>	<p><input type="checkbox"/> EXTRA SHEET ATTACHED</p>
<p>OVERALL RATING</p>	<p> <input type="checkbox"/> UNSATISFACTORY <input type="checkbox"/> NEEDS IMPROVEMENT <input type="checkbox"/> MEETS EXPECTATIONS <input type="checkbox"/> EXCEEDS EXPECTATIONS </p>

SUPERVISOR'S COMMENTS

Supervisor _____

SIGNATURE

Date _____

EMPLOYEE'S COMMENTS

- I accept and understand this review.
- I disagree with this review.
- I disagree with this review and will submit a rebuttal.
- I disagree with this review and wish to appeal.

Employee _____

SIGNATURE

Date _____

Review Signatures

Department Head _____

Date _____

LCMC President _____

Date _____



LAKE CUSHMAN MAINTENANCE COMPANY SELF PERFORMANCE EVALUATION FORM

NAME _____

DATE _____

DIRECTIONS

After you complete this evaluation, make sure you discuss it with your supervisor. As you complete this self evaluation think about the following:

- A. **PERFORMANCE:** Are you getting assigned work done such as: on time, completely, according to standards, according to classification description?
- B. **POLICY:** Are you following organizational policies such as: attendance, punctuality, use of time, and appearance, according to departmental policies and procedure?
- C. **PEOPLE:** How well do you work with others such as: Board of Directors, the public, fellow workers, supervisors/managers, and other departments?

1. THINGS DONE WELL

Specific examples of your best work:

- Achievements
- Successes
- Positive contributions to the organization

Give specific facts.

EXTRA SHEET ATTACHED

2. THINGS TO DO- GOALS

- Improve
- Change or
- Learn

So that the employee can make a better contribution to the LCMC.

EXTRA SHEET ATTACHED

3. MY ACTION PLAN

What I need to do to achieve the desired change, improvement or learning.

1. What you will do. (The Goal)
2. How you will do it. Any steps methods, or procedures to be followed to achieve the goal.
3. The way things will be if the Action Plan is successful.
4. When these things will be done. (Dates, times, deadlines)

Be specific & realistic.

EXTRA SHEET ATTACHED

<p>4. SUPERVISOR'S ASSISTANCE PLAN</p> <p>Describe what steps you would like your supervisor to take to help you to achieve your action plan.</p>	<p><input type="checkbox"/> EXTRA SHEET ATTACHED</p>
<p>OVERALL RATING</p>	<p> <input type="checkbox"/> UNSATISFACTORY <input type="checkbox"/> NEEDS IMPROVEMENT <input type="checkbox"/> MEETS EXPECTATIONS <input type="checkbox"/> EXCEEDS EXPECTATIONS </p>

LCMC

Date: 4/2/12
To: _____
Subject: Implementation of a Drug-Free Workplace Program

LCMC is committed to protecting the safety, health, and well-being of its employees and all people who come into contact with its workplace(s) and property, and/or use its products and services.

Recognizing that drug and alcohol abuse pose a direct and significant threat to this goal, and to the goal of a productive and efficient working environment in which all employees have an opportunity to reach their full potential, LCMC has developed the attached drug-free workplace policy.

The foundation of this policy is to offer a helping hand to our employees who suffer from drug and alcohol problems while clearly communicating that the abuse of drugs and alcohol will not be tolerated. Employees experiencing drug and alcohol problems are encouraged to seek help from community resources, such as the 24 hour alcohol & drug help line, 1-800-562-1240.

We are also developing a drug-testing program which includes substantial safeguards to protect employee's individual rights and to assure the accuracy and integrity of the program. All job applicants will be tested and employees will be subject to reasonable suspicion, post-accident, follow-up/post treatment and random testing.

This policy will take effect immediately and replaces the policy approved on July 9, 2011.

It is important that we all work together to establish and maintain a work environment free from the effects of drug and alcohol abuse.

Lake Cushman Maintenance Company Employee Drug and Alcohol Abuse Policy – Appendix E.1

Basis for the Policy

Lake Cushman Maintenance Company (hereinafter referred to as LCMC) is committed to protecting the safety, health, and well-being of its employees and all people who come into contact with its workplace(s) and property, and/or use its products and services.

Recognizing that drug and alcohol abuse pose a direct and significant threat to this goal, and to the goal of a productive and efficient working environment in which all employees have an opportunity to reach their full potential, LCMC is committed to assuring a drug-free working environment for all of its employees.

Drug and Alcohol Prohibitions

LCMC therefore strictly prohibits the illicit use, purchase, possession, sale, conveyance, distribution, or manufacture of illegal drugs, intoxicants, or controlled substances in any amount or in any manner, including having a detectable presence of illegal drugs in the body systems.

In addition, LCMC strictly prohibits the use or being under any influence of alcohol during working hours.

Prescription or nonprescription medications are not prohibited when taken in accordance with a lawful prescription or consistent with standard dosage recommendations.

Prescription medication means a drug or medication lawfully prescribed, under both federal and state law, by a physician, or other health care provider licensed to prescribe medication, for an individual and taken in accordance with the prescription.

Employees in safety-sensitive jobs are responsible for notifying their supervisors when prescribed medications may interfere with their ability to do their jobs safely.

Drug and Alcohol Testing

LCMC asserts its legal right and prerogative to test any employee for substance abuse. Employees may be asked to submit to a medical examination and/or to submit to urine, saliva, and/or breath testing for drugs or alcohol.

Employee acceptance of medical examinations and testing, when requested by LCMC, is a mandatory condition of employment. Refusal to submit to such medical examinations and tests constitutes a violation of Company policy and is grounds for adverse employment action.

New Hires

All new hires—and re-hires of regular full-time or part-time employees—will acknowledge receipt of LCMC's policy during the application process and are required to submit to a pre-employment drug test, if requested to do so. Previous employees being rehired after an absence of less than 12 months will not ordinarily be required to take a drug test provided they never tested positive. Failure to pass a drug test shall result in denial of employment.

Drug and Alcohol Testing Details:

The purpose of drug and alcohol testing is to prevent the hiring of individuals who use illegal drugs, deter employees from abusing drugs or alcohol, and provide early identification and referral to treatment of employees with drug or alcohol abuse problems.

- a. LCMC will follow the collection and drug testing guidelines issued by the Department of Health and Human Services.
- b. Alcohol testing will be conducted using breath-testing instruments and procedures approved by the U.S. Department of Transportation.
- c. The following employee protections will be incorporated to ensure the accuracy and integrity of the drug testing program:
 1. Only Substance Abuse and Mental Health Services Administration (SAMHSA) and/or College of American Pathologists/Forensic Urine Drug Testing (CAP/FUDT) certified drug testing laboratories will be used.
 2. A strict chain of custody will be used to ensure the integrity of each urine specimen.
 3. The process will ensure individual privacy during the collection process and confidentiality of test results.
 4. All “positive” drug screens will be confirmed by a second test using the gas chromatography/mass spectrometry method or an equivalent approved method.
 5. All confirmed positive test results will receive a professional medical review that includes offering the employee the opportunity to explain or contest the result.
 6. The refusal of an employee to take a drug or alcohol test will be considered by LCMC to be equivalent to a confirmed “positive” test and therefore subjects the employee to the same adverse employment actions up to and including termination of employment.
- d. Types of testing required:
 1. Pre-employment. Testing conducted to prevent hiring individuals who illegally use drugs.
 2. Post-Accident. Testing of employees involved in accidents requiring off-site medical treatment or who engage in unsafe job-related activities that pose a significant danger to themselves, other employees, or the public.
 3. Reasonable Suspicion. Testing that is conducted when there is information about an employee’s conduct that would cause a reasonable person to believe he or she has used or may be impaired by alcohol or drugs.
 4. Random. Testing conducted on a neutral selection basis (e.g. computer random number generator) so that all employees subject to testing have an equal chance of being selected.

Notification of Criminal Convictions

Any employee convicted of a violation of a criminal drug statute that is workplace-related must notify LCMC in writing within five calendar days of the conviction. [This provision is required for most federal contractors and most recipients of federal grants under the Drug-Free Workplace Act of 1988.]

Searches

When LCMC has any reason to believe that an employee is violating any aspect of this policy, he or she may be asked by LCMC to submit immediately to a search or inspection at any time (including during breaks and the lunch period) while on Company premises *or* in Company property.

This includes a search of an employee's person and/or the requirement that the employee make his or her locker, lunch box, briefcase, purse, pockets, wallet, personal belongings, desk, work station, vehicles or any other property he or she uses, or has access to, available for inspection.

Entry on to Company premises constitutes consent to search and inspections.

An employee refusal to consent to a search or inspection when requested by LCMC constitutes a violation of Company policy and is grounds for adverse employment action.

General Responsibility and Applicability

Substance abuse prevention is everyone's responsibility. LCMC expects all of its employees to recognize and accept this responsibility, and to do their part in assuring that, working together, we can achieve and maintain a drug-free working environment for all LCMC employees.

This policy applies equally to all LCMC personnel, no matter what position or employment status, including *all* management employees, contract employees, and part-time employees—without exception.

Discipline

Any violation of this policy shall result in adverse employment action up to and including dismissal and referral for criminal prosecution.

Confidentiality

All information received by the employer through a drug / alcohol testing program is confidential communication. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws.

Effective Date

LCMC's Employee Drug and Alcohol Abuse Policy is effective immediately and replaces the policy approved on July 9, 2011. Pre-employment drug testing of applicants will begin immediately. Current employees with substance abuse problems are encouraged to seek help through community resources such as the 24 Hour Alcohol and Drug Help Line, 1-800-562-1240, or their medical service provider before the testing program takes effect.

Reservation of Rights

LCMC reserves the right to interpret, change, or rescind the Employee Drug and Alcohol Abuse Policy, or any part of it, with or without notice, subject to state and federal laws and relevant collective bargaining agreements.

The Employee Drug and Alcohol Abuse Policy does not create a binding employment contract or modify an existing contract.

DRUG AND ALCOHOL TESTING PROCEDURES

LCMC

Purpose

This section expands the short policy statement by defining the types of drug testing required, how they will be administered, disciplinary action and confidentiality requirements.

Definitions

1. "Alcohol" means ethyl alcohol, hydrated oxide of ethyl, or spirits of wine, from whatever source or by whatever process produced.
2. "Alcohol test" means a chemical, biological, or physical instrumental analysis administered for the purpose of determining the presence or absence of alcohol within an individual's body systems.
3. "Chain of custody" means the methodology of tracking specimens for the purpose of maintaining control and accountability from initial collection to final disposition for all specimens and providing for accountability at each stage in handling, testing, and storing specimens and reporting test results.
4. "Collection site" means a place where individuals present themselves for the purpose of providing a urine, breath, or other specimen to be analyzed for the presence of drugs or alcohol.
5. "Confirmation test" or "confirmed test" means a second analytical procedure used to identify the presence of a specific drug or metabolic in a specimen.
6. "Department" means the department of social and health services.
7. "Drug" means amphetamines, cannabinoids, cocaine, phencyclidine (PCP), methadone, methaqualone, opiates, barbiturates, benzodiazepines, propoxyphene, or a metabolite of any such substances.
8. "Drug test" means a chemical, biological, or physical instrumental analysis administered on a specimen sample for the purpose of determining the presence or absence of a drug or its metabolites within the sample.
9. "Employee" means a person who is employed for salary, wages, or other remuneration by an employer.
10. "Initial test" means a sensitive, rapid, and reliable procedure to identify negative and presumptive positive specimens. An initial drug test must use an immunoassay procedure or an equivalent procedure or must use a more accurate scientifically accepted method approved by the national institute on drug abuse as more accurate technology becomes available in a cost-effective form.
11. "Injury" means a sudden and tangible happening, of a traumatic nature, producing an immediate or prompt result and occurring from without, and such physical conditions as result therefrom.
12. "Job applicant" means a person who has applied for employment with an employer and has been offered employment conditioned upon successfully passing a drug test and may have begun work pending the results of the drug test.

13. "Medical review officer" means a licensed physician trained in the field of drug testing who provides medical assessment of positive test results, requests reanalysis if necessary, and makes a determination whether or not drug misuse has occurred. Medical review officers must follow the Department of Health and Human Services Mandatory Guidelines for Federal Workplace Drug Testing Programs when reviewing regulated testing results and should follow these guidelines as closely as possible when reviewing non-regulated testing results.
14. "Nonprescription medication" means a drug or medication authorized under federal or state law for general distribution and use without a prescription in the treatment of human disease, ailments, or injuries.
15. "Prescription medication" means a drug or medication lawfully prescribed, under both federal and state law, by a physician, or other health care provider licensed to prescribe medication, for an individual and taken in accordance with the prescription. Medical marijuana is not an acceptable medical explanation for a positive drug test under any program mandated the federal government. The use of hemp products that may cause a positive test is also prohibited.
16. "Rehabilitation program" means a program approved by the department that is capable of providing expert identification, assessment, and resolution of employee drug or alcohol abuse in a confidential and timely service.
17. "Specimen" means breath or urine. "Specimen" may include other products of the human body capable of revealing the presence of drugs or their metabolites or of alcohol, if approved by the United States department of health and human services and permitted by rules adopted under Chapter 440-26 WAC.
18. "Substance" means drugs or alcohol.
19. "Substance abuse test" or "test" means a chemical, biological, or physical instrumental analysis administered on a specimen sample for the purpose of determining the presence or absence of a drug or its metabolites or of alcohol within the sample.
20. "Threshold detection level" means the level at which the presence of a drug or alcohol can be reasonably expected to be detected by an initial and confirmation test performed by a laboratory meeting the standards specified. The threshold detection level indicates the level at which a valid conclusion can be drawn that the drug or alcohol is present in the employee's specimen.
21. "Verified positive test result" means a confirmed positive test result obtained by a laboratory meeting the standards specified, that has been reviewed and verified by a medical review officer in accordance with medical review officer guidelines promulgated by the United States department of health and human services.

Guidelines

Drug testing will be conducted by laboratories approved by the Substance Abuse and Mental Health Services Administration National Laboratory Certification Program or CAP/FUDDT using both initial and confirmation tests. Both tests must be positive (above government established threshold detection level) before the laboratory can report the result as a confirmed positive test. All laboratory positive test results must be reviewed by a Medical Review Officer (MRO) prior to the release of any information to LCMC.

Alcohol testing will normally be conducted using a breath device approved by the National Highway Traffic Safety Administration. Alcohol testing should be conducted as closely as possible in accordance with DOT regulations.

Employee Protections

The following employee protections are incorporated to ensure the integrity and accuracy of the drug testing program:

1. Employees are given advance warning that a drug testing program will be implemented.
2. Drug tests are conducted by laboratories certified by the Substance Abuse and Mental Health Services Administration or CAP/FUDT using the most accurate and reliable testing methodologies.
3. Chain of custody procedures are used to account for the integrity of each urine specimen by tracking its handling and storage from point of collection to final disposition.
4. All confirmed positive results receive a professional medical review that includes offering the employee the opportunity to provide information to explain the test result or to have the original sample re-tested (at the employee's expense) at a different certified drug testing laboratory.

Reasons for Testing

1. **Pre-employment Testing.** Testing conducted to prevent hiring individuals who illegally use drugs.
 - a. Applicants are required to submit to a drug test after receiving an offer of employment.
 - b. LCMC may use a refusal to submit to a drug test or a verified positive test as a basis for not hiring.
 - c. LCMC will not discriminate against applicants because of past drug abuse. It is the current use of drugs that will not be tolerated.
 - d. Applicants denied employment for a positive drug test can initiate another inquiry with LCMC after 6 months.
 - e. Passing a drug test is a condition of employment.
2. **Reasonable Suspicion Testing.** Testing based on evidence that an employee is using drugs or alcohol in violation of LCMC's policy drawn from specific, objective and certifiable facts and reasonable inferences drawn from these facts in light of experience. Among other things, such facts and inferences may be based upon:
 - a. An employee showing signs of impairment such as difficulty in maintaining balance, slurred speech or otherwise appearing unable to perform assigned work in a safe and satisfactory manner.
 - b. Abnormal conduct or erratic behavior while at work or a significant deterioration of work performance.
 - c. A report of alcohol or other drug use provided by a reliable and credible source, which has been independently corroborated.
 - d. Arrest or conviction for a drug or alcohol related offense, or the identification of an employee as the focus of a criminal investigation into unauthorized drug possession, use or trafficking.

A *Reasonable Suspicion or Post-Accident Testing Documentation Form* (Exhibit A) must be used to document the rationale for the test.

3. **Post-Accident Testing.** Alcohol and / or drug testing conducted when an employee(s) is involved in an on-the-job accident or engages in unsafe job related activity that poses a danger to himself / herself or fellow employees. Post-accident testing should be initiated in the following circumstances:
 - a. There was an accident that resulted in:
 1. A death of an employee or
 2. An injury to an employee requiring off-site medical attention or
 3. Property damage estimated to exceed \$2000 or
 4. Eight or more hours of lost time.
 - b. There was a violation of a safety rule or standard that exposes the employee, other employees or the public to:
 1. Possible death or
 2. Serious bodily injury or
 3. Significant property damage.

The company will investigate each workplace injury that results in off-site medical attention and require an employee to submit to drug and alcohol tests if the company reasonably believes the employee has caused or contributed to an injury which resulted in the need for off-site medical attention. A post accident test need not be required if a trained supervisor reasonable believes that the injury was due to the inexperience of the employee or due to a defective or unsafe product or working condition, or other circumstances beyond the control of the employee.

- No alcohol or drug specimen should ever be taken before the administration of necessary medical care.
 - All employees involved in the accident or safety rule violation should be tested.
 - The *Reasonable Suspicion or Post-Accident Testing Documentation Form* (Exhibit A) should be used to document the rationale for the test.
4. **Random Testing.** Testing conducted without individualized suspicion that any particular individual is in violation of the company's substance abuse policy. Selection is made by neutral criteria (computer) so that all employees eligible for testing have an equal opportunity of being tested.

Reasonable Suspicion or Post-Accident Testing Documentation Form

The form used to request reasonable suspicion or post-accident testing is the *Reasonable Suspicion or Post-Accident Testing Form* (Exhibit A). It is used to document

the rationale for testing, including: observed facts and circumstances, any sources of information, date and time of observation or accident, witnesses, actions taken, etc.

1. A request for testing can be initiated by any manager. The concurrence of another manager is advised, if feasible.
2. The manager initiating the request must sign as the requester.
3. It is not necessary for the counter signer/ reviewer to have witnessed the incident.

This form is not needed for pre-employment, random (if authorized), and follow-up testing. Instead, a manager will check the appropriate boxes on the *Drug/Alcohol Testing Authorization Form*.

Procedures for Administering the Tests

The collection for drug testing is scheduled and administered in the following manner:

1. The Office Manager is the Designated Employee Representative (DER). The Accounting Specialist is the backup DER. The DER:
 - a. Informs employee that he/she is going to be tested and the basis for the test, e.g., post-accident, reasonable suspicion, etc.
 - b. Completes LCMC's *Reasonable Suspicion or Post-Accident Testing Documentation Form* (Exhibit A) for reasonable suspicion or post-accident tests.
 - c. Calls the drug testing collection site and informs them that you are bringing or sending in an employee for testing.
 - d. Arranges for transportation to the collection site
 - Never allow an employee to drive for post-accident or reasonable suspicion testing.
 - Applicants and employees being tested randomly or for follow-up testing can be given the place and time of collection, and provide their own transportation to the collection site. You should minimize the time between notification and collection.
 - Always arrange for a ride home when an employee is suspected of being under any influence of alcohol or drugs.
2. The employee (applicant) is required to:
 - a. Present signature and photo identification to the collector (e.g. state issued driver's license).
 - b. Sign the laboratory consent and chain-of-custody (control) forms.

Disciplinary Actions

1. **An employee's refusal to take the following actions when required is considered insubordination and results in disciplinary action up to and including termination of employment:**
 - a. Take a drug or alcohol test.
 - b. Appear for testing (without an excused absence).
2. **First Verified Positive Test**

As soon as possible, but within five working days after receipt of a verified positive test result the employee will be notified in writing of the positive test result, the consequences of the result, and the options available to the employee.

3. Handling Testing Results Showing Signs of Possible Adulteration or Dilution

The advice and recommendations of the Medical Review Officer will be followed when test results indicate possible adulteration, dilution or specimens are unsuitable for testing.

Confidentiality

All information received by the employer through a drug / alcohol testing program is confidential communications. Access to this information is limited to those who have a legitimate need to know, including:

1. Disclosure to a supervisor or official with authority to take appropriate personnel action against the employee;
2. Disclosure required or permitted by law or government regulation;
3. Disclosure directed by a court order or required by LCMC to defend itself against a challenge to an adverse personnel action.

Communication of the Alcohol/Drug Testing Policy

New employees will acknowledge receipt of LCMC's policy during the application process and pre-employment test.

Current employees will be given a copy of this policy/procedures and notice that it is effective immediately, and replaces the policy approved on July 9, 2011.

Reasonable Suspicion or post-accident testing documentation form LCMC - Exhibit A

Purpose of this form: To document the rationale, facts and circumstances behind a decision to request a reasonable suspicion or post-accident test.				
Employee's Name:	Social Security No. or ID#:	Date:		
<p>Type of Test (Describe in detail below in comments)</p> <table border="0"> <tr> <td style="vertical-align: top;"> <p><input type="checkbox"/> Reasonable Suspicion</p> <p><input type="checkbox"/> Observed behavior</p> <p><input type="checkbox"/> Observed drug/alcohol use</p> <p><input type="checkbox"/> Difficulty maintaining balance</p> <p><input type="checkbox"/> Slurred speech</p> <p><input type="checkbox"/> Abnormal/erratic behavior</p> <p><input type="checkbox"/> Apparent inability to safely perform assigned work</p> <p><input type="checkbox"/> Other(s)</p> <p><input type="checkbox"/> Credible report</p> <p><input type="checkbox"/> Arrest or conviction</p> </td> <td style="vertical-align: top;"> <p><input type="checkbox"/> Post-Accident</p> <p><input type="checkbox"/> Accident causing a fatality</p> <p><input type="checkbox"/> Accident causing an injury requiring off-site medical attention</p> <p><input type="checkbox"/> Accident causing significant property damage</p> <p><input type="checkbox"/> Unsafe activity or near-accident that could have caused:</p> <p><input type="checkbox"/> Possible death</p> <p><input type="checkbox"/> Possible injury</p> <p><input type="checkbox"/> Possible property damage</p> </td> </tr> </table> <p>Comments (Describe, in detail, the rationale for requesting testing, including observed facts and circumstance, any sources of information, date and time of observation or accident, other witnesses, actions taken, etc.)</p> <hr/> <hr/> <hr/>			<p><input type="checkbox"/> Reasonable Suspicion</p> <p><input type="checkbox"/> Observed behavior</p> <p><input type="checkbox"/> Observed drug/alcohol use</p> <p><input type="checkbox"/> Difficulty maintaining balance</p> <p><input type="checkbox"/> Slurred speech</p> <p><input type="checkbox"/> Abnormal/erratic behavior</p> <p><input type="checkbox"/> Apparent inability to safely perform assigned work</p> <p><input type="checkbox"/> Other(s)</p> <p><input type="checkbox"/> Credible report</p> <p><input type="checkbox"/> Arrest or conviction</p>	<p><input type="checkbox"/> Post-Accident</p> <p><input type="checkbox"/> Accident causing a fatality</p> <p><input type="checkbox"/> Accident causing an injury requiring off-site medical attention</p> <p><input type="checkbox"/> Accident causing significant property damage</p> <p><input type="checkbox"/> Unsafe activity or near-accident that could have caused:</p> <p><input type="checkbox"/> Possible death</p> <p><input type="checkbox"/> Possible injury</p> <p><input type="checkbox"/> Possible property damage</p>
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Requestor's Printed Name and Signature	Title	Date		
Reviewer's Printed Name and Signature	Title	Date		
I acknowledge that I have been informed of the company's reasons for requesting this drug and/or alcohol test and consent to the testing.	Employee Signature	Date		

**LAKE CUSHMAN MAINTENANCE COMPANY
PERSONNEL POLICIES AND PROCEDURES**

**APPENDIX E. 3
PROCEDURE FOR POSITIVE DRUG TEST RESULTS**

1. All drug testing information is confidential and must be kept between the testing facility, the employee, the Designated Employee Representative or Alternate Designated Employee Representative of LCMC and the employee's manager. Exception: LCMC may be required under state or federal code to make additional disclosures.
2. Drug testing results are to be kept in a locked file cabinet separate from the employee's personnel file.
3. If an employee tests positive for drugs, a meeting between the employee, the department manager and the Board President or Vice President will be held within 24 hours of the test results or as soon as practical. At that time the Board President or Vice President will explain to the employee that they must enter into a drug treatment program in order to keep their job.
4. The employee will be presented with the Employee Drug Treatment Plan Agreement. If the employee agrees, the employee, manager and Board President or Vice President will sign and date this agreement. Failure to sign this agreement will result in the immediate termination of employment.
5. LCMC will pay for the initial assessment. Any cost of treatment beyond the assessment will be the responsibility of the employee. At the board's discretion, financial assistance may be available to the employee for treatment.
6. All information between the treatment provider will be handled in confidence by all parties.
7. Employees who fail to complete their treatment plan will be terminated.

**LAKE CUSHMAN MAINTENANCE COMPANY
PERSONNEL POLICIES AND PROCEDURES**

**APPENDIX E. 3
EMPLOYEE DRUG TREATMENT PLAN AGREEMENT**

EMPLOYEE _____

DATE _____

The result of your drug test was positive. You are required to have a medical assessment at the provider designated by the LCMC.

The assessment will take between 2 ½ to 3 hours. You are required to schedule your appointment within the next 5 days. You will also be required to sign a medical release of information giving permission to have your progress and diagnoses disclosed to the Lake Cushman Maintenance Company Designated Employee Representative or Alternate Designated Employee Representative. If you do not agree to these conditions, your employment will be terminated.

The Lake Cushman Maintenance Company will support your efforts in solving these issues.

This is a private matter and should be kept in strict confidence.

BOARD PRSIDENT _____ DATE _____

MANAGER _____ DATE _____

EMPLOYEE _____ DATE _____

Drug/Alcohol Testing Authorization Form Appendix E.4

For information or additional collection sites please contact Drug Free Business: 800-598-3437

Collection site:

Please fax and mail the Medical Review Officer's copy of the chain of custody form to:

Dr. Dee J. McGonigle
Drug Free Business MRO Services
11511 NE 195th Street, Suite 102
Bothell, WA 98011-5769
Phone: 866-448-0651 x 219
Fax: 425-489-0832

Please bill Drug Free Business for the UDS collection charge and/or BAT and mail to:

Drug Free Business
Attn: Accounts Payable
11511 NE 195th Street, Suite 102
Bothell, WA 98011
Phone: 425-488-9755 x 216
Fax: 425-368-1567

Employer (Please fill out for Collection site):

Please conduct the following test(s):

- Urine Drug Screen Collection
- Breath or Saliva Alcohol Screening

Reason for test:

- Pre-Employment
- Post-Accident
- Random
- Follow-Up
- Return-to-Duty
- Reasonable Suspicion
- Other

Check One: DOT (Federal) Non-DOT (Non-Federal)

Julie McGrady

Company: Lake Cushman Maintenance Company

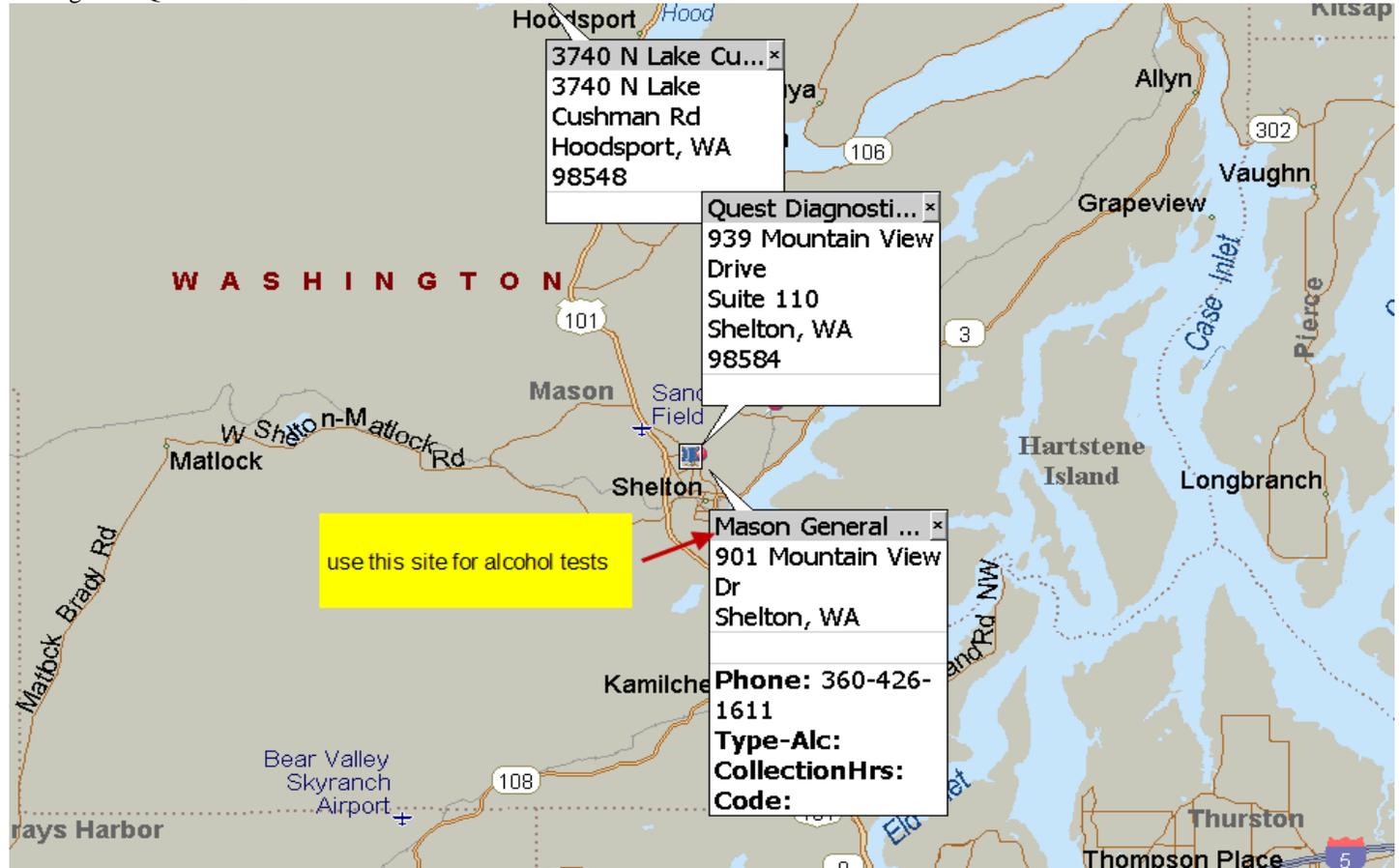
3740 N Lake Cushman Rd

Hoodsport, WA 98548

Phone: 360-877-5283 ext 12

Fax: 360-877-6713

Testing Lab: Quest DOT Account#: TBD Non DOT Account#: TBD



Instructions to applicant/employee: Present this form along with the laboratory chain of custody form and a valid picture I.D. to the collection site personnel. You have been asked by your employer or prospective employer to provide a urine specimen to be tested for drugs. In order to provide a valid specimen, it is recommended you consume no more than 8 ounces (one cup) of fluid within 3-4 hours before taking the test. If you drink too many fluids and your specimen is not acceptable, your employer may or may not allow you to retest, depending on company policy. Integrity Checks are performed on all urine specimens analyzed by certified laboratories. These checks include tests for adulteration and dilution.

Name of Individual to be tested: _____

Authorized By: _____ Phone: _____

Date: _____ Time: _____