



# Employee Policy Handbook

Oceana South Condominium Association  
Version 1.4 January, 2014

# Employee Policy Handbook

This handbook is expressly intended for the use of the employees of Oceana South Condominium Association, Inc. (hereafter referred to as "OS"), and sets forth basic policies and guidelines for employee conduct. This handbook also contains important summary information regarding employee benefits. If you have specific questions regarding the benefit plans described, please refer to the plan documents or summary plan descriptions or contact the Association Manager.

Unless otherwise specified, the **benefits** described in this handbook apply only to regular full-time employees of OS. By contrast, the **policies** outlined in this handbook apply to all employees - introductory, regular full-time, regular part-time and temporary. The policies and procedures contained herein are not intended to be contractual commitments by OS, and employees shall not construe them as such.

The policies and procedures herein are intended to be guides to management and are merely descriptive of suggested procedures to be followed. OS reserves the right to delete, revoke, change or supplement guidelines at its sole discretion, at any time without prior notice. This handbook supersedes and replaces all previously existing OS handbooks or written personnel policy communications.

Employment at OS is at-will. OS Management expressly reserves the right to discharge an employee at any time for any reason whatsoever, with or without cause, and with or without notice. No policy is intended as a guarantee of continuity of benefits or rights. No permanent employment or employment for any term is intended or can be implied from any statements in this manual.

Oceana South Condominium Association, Inc.  
10600 South Ocean Drive  
Jensen Beach, FL 34957  
Version 1.3 April 2011

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# Welcome to Oceana South!

We are pleased to have you with us and hope that you find your new job rewarding and challenging. OS is truly a community as we have many owners who live on the property year-round, as well as seasonal guests who return to us year after year. Because of this, it is important to remember that ALL owners and guests are indirectly our employers and should be treated with respect and civility. Our employment here is the direct result of the yearly fees assessed to owners and our goal is to provide a well-maintained, beautiful, safe environment for owners, their families and guests.

To reach our goal we must provide superior service to our owners and this means employing the best people. As a member of the OS team, you are critical to our success. Through your success we can reach our goals.

Oceana South Condominium Association, Inc. strives to create a safe and rewarding work environment that allows you a sense of accomplishment. We want you to build a long and successful association with Oceana South Condominium Association, Inc. and be a happy and productive member of our team. Through your dedication, creativity, perseverance and efforts, our building and community will continue to flourish for many years to come.

Once again, welcome to Oceana South Condominium Association, Inc. and our best wishes for success. We appreciate your confidence in our future. Let's grow together.

Regards,

**Tim Erickson**  
**Association Manager**

## Association History, Overview & Management

Oceana South Condominium Association, Inc. was founded in 1982 upon the completion of the building. As a Florida not-for-profit corporation, OS operates under the oversight of a five-member Board of Directors, as per the State of Florida Condominium Statutes 718, as well as various provisions of the Florida Administrative Code.

Oceana South is a sister building to Island Crest, just to the south, and shares the Recreation Center and pool areas with Island Crest residents.

The Oceana South facility consists of 126 units; each unit is deeded to an individual purchaser, which may include a trust or corporation. Each unit owner, whether they are an individual or officer of a corporation, is a member of the Oceana South Condominium Association, as well as the Oceana South Recreation Center. Each Association carries the responsibility of maintaining the common areas of the building and grounds.

As a not-for-profit corporation, the funds for maintaining the building and operating staff come from the owners in the form of quarterly assessments. These assessments, due January 1, April 1, July 1 and October 1 each year, are based on a yearly operating budget. Each year in the fall, the Board of Directors meets to discuss the current operating budget and then develops and adopts a budget for the next year.

The five-member Board of Directors is elected by the membership each February and consists of 5 positions: President; Vice-President; Treasurer; Secretary; and Director-at-Large. The Board of Directors carries the responsibility of managing the building and its finances. The Board hires the Association Manager and maintenance staff. All employees are hired and serve at the pleasure of the Board of Directors.

## Continuity of Policies - Right to Change or Discontinue

The policies and procedures in this manual are not intended to be contractual commitments by **Oceana South Condominium Association, Inc.** and employees shall not construe them as such. They are intended to be guides to management and merely descriptive of suggested procedures to be followed.

**Oceana South Condominium Association, Inc.** reserves the right to revoke, change, or supplement these guidelines at any time without notice. Such changes shall be effective immediately upon approval by management unless otherwise stated.

No policy is intended as a guarantee of continuity of benefits or rights. No permanent employment or employment for any term is intended or can be implied by statements in this manual.

## Introductory Period

Employees are hired subject to a ninety (90) day probationary period; employment during the probationary period may be terminated by the Association without cause at any time.

Prior to completion of the probationary period, all employees must submit to and pass a substance abuse test and background check.

## Equal Opportunity Policy

**Oceana South Condominium Association, Inc.** is an Equal Opportunity employer.

No employee of the company will discriminate against an applicant for employment or a fellow employee because of race, creed, color, religion, sex, national origin, ancestry, age or any physical or mental disability. No employee of the company will discriminate against any applicant or fellow employee because of the person's veteran status.

This policy applies to all employment practices and personnel actions including advertising, recruitment, testing, screening, hiring, selection for training, upgrading, transfer, demotion, layoff, termination, rates of pay and other forms of compensation or overtime.

## Sexual Harassment

**Oceana South Condominium Association, Inc.** will not allow any form of sexual harassment within the work environment.

Sexual harassment interferes with work performance and creates an intimidating, hostile or offensive work environment. Sexual harassment influences or tends to affect the career, salary, working conditions, responsibilities, duties or other aspects of career development of an employee or prospective employee; or creates an explicit or implicit term or condition of an individual's employment. It will not be tolerated.

Sexual harassment, as defined in this policy, includes, but is not limited to, sexual advances, verbal or physical conduct of a sexual nature, visual forms of a sexual or offensive nature (e.g., signs and posters) or requests for sexual favors.

Any intentional sexual harassment is considered to be a major violation of company policy and will be dealt with accordingly by immediate termination.

## Illegal Drug Abuse/Alcohol Abuse

This policy is implemented because we believe that the impairment of any **Oceana South Condominium Association, Inc.** employee due to his or her use of illegal drugs or due to alcohol abuse is likely to result in the risk of injury to other employees, the impaired employee, or to third parties, such as customers or business guests. Moreover illegal drug abuse adversely affects employee morale and productivity.

"Impairment" or "being impaired" means that an employee's normal physical or mental abilities or faculties while at work have been detrimentally affected by the use of illegal drugs or alcohol.

The employee who begins work while impaired or who becomes impaired while at work is guilty of a major violation of company rules and is subject to severe disciplinary action. Severe disciplinary action can include suspension, dismissal or any other penalty appropriate under the circumstances. Likewise the use, possession, transfer or sale of any illegal drugs on company premises or in any **Oceana South Condominium Association, Inc.** storage area or job site is prohibited. Employees who violate this rule are subject to severe disciplinary action. In all instances disciplinary action to be administered shall be at the sole discretion and determination of the company.

When an employee is involved in the use, possession, transfer or sale of illegal drugs in violation of this policy, the company may notify appropriate authorities. Such notice will be given only after such an incident has been investigated and reviewed by the Association Manager and the Board of Directors. **Oceana South Condominium Association, Inc.** is aware that illegal drug abuse is a complex health problem that has both physical impact and an emotional impact on the employee, his or her family, and social relationships. A drug abuser is a person who uses illegal drugs, as defined above, for non-medical reasons, and this use affects job performance detrimentally or interferes with normal social intercourse at work. Illegal drug abuse is both a management and a medical problem.

Applicants who have a past history of substance abuse and who have demonstrated an ability to abstain from the substance, or who can provide medical assurance of acceptable control, may be considered for employment as long as they are otherwise qualified for the position for which they are applying.

Management has chosen to adopt an alcoholic beverage policy in keeping with the concern for and the risks associated with alcohol use. Alcoholic beverages shall not be served or used on the **Oceana South Condominium Association, Inc.** premises at any time. Alcoholic beverages shall not be used in conjunction with any company business meeting.

Social activities held off-premises and paid for on a personal basis are not affected by this policy. If management considers it appropriate, light alcoholic beverages may be served at company-sponsored events held off-premises and for purely social reasons. The service must be managed in good taste and with good judgment.

The company is concerned with its employee's privacy, especially when matters regarding medical and personal information are involved. As long as the information is not needed for police or security purposes, the company shall maintain employee medical and personal information in confidence and release this information to authorized company personnel on a "need to know" basis. An exception to this policy is when the employee signs a release for the transfer of such information on forms acceptable to the company to designated persons or agencies.

**The Board or Association Manager may, at their discretion, require subsequent substance abuse tests and conduct subsequent background checks. Failure to comply with this policy, tests resulting in positive results for controlled substances, and/or criminal activity revealed in background checks are cause for immediate dismissal.**

Nothing contained in this section shall eliminate or modify the company's right to terminate any employee at any time for any reason.

## Smoking

As per the Florida Clean Indoor Air Act, the condominium property is a designated no smoking area. No smoking is allowed in **ANY** enclosed space on the property. This includes, but is not limited to: either maintenance shed the maintenance room on the 1<sup>st</sup> floor, any storage area, the office, lobby, social room, walkways, stairwells, trash rooms, generator room and portico or patio area. This policy is for the health and safety of all employees. Employees who are found violating this policy are subject to immediate termination.

## Employment Classifications

There are three classifications of employees:

**Regular Full-time** — An employee who works a minimum 40-hour workweek on a regularly scheduled basis.

**Regular Part-time** — An employee who works less than a normal workweek on either a regularly scheduled basis or on an irregular basis.

**Temporary** — An employee hired for a position required for only a specific, known duration, usually less than six months, and who is not entitled to regular benefits. A temporary employee may be full-time or part-time. In addition to the use of this classification for secretarial or clerical positions, it applies to students working part-time and those who work during the summer.

All employees are classified as exempt and nonexempt according to these definitions:

**Salaried Exempt** — Positions of a managerial, administrative or professional nature, as prescribed by federal and state labor statutes, which are exempt from mandatory overtime payments.

**Salaried Nonexempt (hourly)** — Positions defined by statute, which are covered by provisions for overtime payments.

If you are uncertain as to your status, please contact your Association Manager.

## Immigration and Employment Eligibility

All employees hired by U.S. employers after November 6, 1986 must have a Form I-9 completed to verify both employment eligibility and identity. In 1986, the Immigration Reform and Control Act

(IRCA) was passed by Congress to preserve our tradition of legal immigration while closing the door to illegal entry. IRCA placed requirements on U.S. employers to check the employment eligibility and identity of employees. Thus, the I-9 (Employment Eligibility Verification) Form was developed.

In 1996 an additional piece of legislation was enacted that reduced the list of acceptable documents. This act is the Illegal Immigration Reform and Immigrant Responsibility Act (RAIRA). On November 7, 2007, the United States Citizen and Immigration Services (USCIS) released a revised Employment Eligibility Verification (I-9) form. This form must be completed prior to your first pay period.

## Employee Safety & Workers' Compensation

**Oceana South Condominium Association, Inc.** strives to provide its employees with a safe and healthful workplace environment. To accomplish this goal, both management and employees must diligently undertake efforts to promote safety.

Should an employee need any safety equipment to perform a regular assigned duty, said employee should request such equipment from the Association Manager and it will be provided. If the Association Manager sees an employee performing a dangerous act, the employee will be directed to immediately cease any such act.

Workers' Compensation is provided in accordance with Florida Law. All job-related injuries or illnesses are to be reported to the Association Manager immediately, regardless of severity. In the case of serious injury, an employee's reporting obligation will be deferred until circumstances reasonably permit a report to be made. Failure to report an injury or illness may preclude or delay the payment of any benefits to the employee and could subject **Oceana South Condominium Association, Inc.** to fines and penalties.

Following a work-related injury, an employee is required to return to work as soon as possible. Employees will be required to submit to a mandatory drug test in conjunction with any workers' compensation claim.

## Return to Work After Serious Injury or Illness

As a joint protection to the employee and the company, employees who have been absent from work because of serious illness or injury are required to obtain a doctor's release specifically stating that the employee is capable of performing his or her normal duties or assignments. A serious injury or illness is defined as one that results in the employee being absent from work for more than two (2) consecutive weeks or one which may limit the employee's future performance of regular duties or assignments.

**Oceana South Condominium Association, Inc.** management shall ensure that employees who return to work after a serious injury or illness are physically capable of performing their duties or assignments without risk of re-injury or relapse.

If the cause of the employee's illness or injury was job-related, the employee's Association Manager will make every reasonable effort to assign the returning employee to assignments consistent with the instructions of the employee's doctor until the employee is fully recovered. A doctor's written release is required before recovery can be assumed.

## Performance Improvement

Performance improvement may be suggested whenever company management believes that an employee's performance is less than satisfactory and can be resolved through adequate counseling. Corrective counseling is completely at the discretion of company management. The company desires to protect its investment of time and expense devoted to employee orientation and training whenever that goal is in the company's best interests. The company expressly reserves the right to discharge "at will." Even if corrective counseling is implemented, it may be terminated at any step at the discretion of management. Management, in its sole discretion, may warn, reassign, suspend or discharge any

employee at will, whichever it chooses and at any time.

The Association Manager will determine the course of action best suited to the circumstances. The steps in performance improvement are as follows:

**Verbal counseling** — As the first step in correcting unacceptable performance or behavior, the Association Manager should review pertinent job requirements with the employee to ensure his or her understanding of them. The Association Manager should consider the severity of the problem, the employee's previous performance appraisals and all of the circumstances surrounding the particular case. Stating that a written warning, probation or possible termination could result if the problem is not resolved should indicate the seriousness of the performance or misconduct. The employee should be asked to review what has been discussed to ensure his or her understanding of the seriousness of the problem and the corrective action necessary. The Association Manager should document the verbal counseling for future reference immediately following the review.

**Written counseling** — If the unacceptable performance or behavior continues, the next step should be a written warning. Certain circumstances, such as violation of a widely known policy or safety requirement, may justify a written warning without first using verbal counseling. The written warning defines the problem and how it may be corrected. The seriousness of the problem is again emphasized, and the written warning shall indicate that probation or termination or both may result if improvement is not observed. Written counseling becomes part of the employee's personnel file, although the Association Manager may direct that the written warning be removed after a period of time, under appropriate circumstances.

**Probation** — If the problem has not been resolved through written counseling or the circumstances warrant it, or both, the individual should be placed on probation. Probation is a serious action in which the employee is advised that termination will occur if improvement in performance or conduct is not achieved within the probationary period. The Association Manager, after review of the employee's corrective counseling documentation, will determine the length of probation. Typically, the probation period should be at least two weeks and no longer than 60 days, depending on the circumstances. A written probationary notice to the employee is prepared by the Association Manager. The letter should include a statement of the following:

- The specific unsatisfactory situation;
- A review of oral and written warnings;
- The length of probation;
- The specific behavior modification or acceptable level of performance;
- Suggestions for improvement;
- A scheduled counseling session or sessions during the probationary period; and
- A statement that further action, including termination, may result if defined improvement or behavior modification does not result during probation. "Further action" may include, but is not limited to, reassignment, reduction in pay, grade or demotion.

The Association Manager should personally meet with the employee to discuss the probationary letter and answer any questions. The employee should acknowledge receipt by signing the letter. If the employee should refuse to sign, the Association Manager may sign attesting that it was delivered to the employee and identifying the date of delivery. The probationary letter becomes part of the employee's personnel file.

On the defined probation counseling date or dates, the employee and Association Manager will meet to review the employee's progress in correcting the problem which led to the probation. Brief written summaries of these meetings should be prepared with copies provided to the employee.

At the completion of the probationary period, the Association Manager will determine

whether the employee has achieved the required level of performance and to consider removing the employee from probation, extending the period of probation or taking further action. The employee is to be advised in writing of the decision. Should probation be completed successfully, the employee should be commended, though cautioned that any future recurrence may result in further disciplinary action.

**Involuntary Termination** — Involuntary termination is reserved for those cases that cannot be resolved by corrective counseling or in those cases where a major violation has occurred which cannot be tolerated.

The following definitions and classification of violations, for which corrective counseling, performance improvement or other disciplinary action may be taken, are merely illustrative and not limited to these examples. A particular violation may be major or minor, depending on the surrounding facts or circumstances.

**Minor violations** — Less serious violations that have some effect on the continuity, efficiency of work, safety, and harmony within the company. They typically lead to corrective counseling unless repeated or when unrelated incidents occur in rapid succession. Here are some examples of minor violations:

- Excessive tardiness;
- Unsatisfactory job performance;
- Defacing company property;
- Interfering with another employee's job performance;
- Excessive absenteeism;
- Failure to observe working hours, such as the schedule of starting time, quitting time, rest and meal periods;
- Performing unauthorized personal work on company time;
- Failure to notify the Association Manager of intended absence either before or within one hour after the start of a shift; and
- Unauthorized use of the company telephone or equipment for personal business.

**Major Violations** — More serious violations would include any deliberate or willful infraction of company rules and may preclude continued employment of an employee. Here are some examples of major violations:

- Fighting on company premises;
- Repeated occurrences of related or unrelated minor violations, depending upon the severity of the violation and the circumstances;
- Repeated behavior resulting in owner, vendor or employee complaints about conduct. Examples include but are not limited to: rude and/or insulting behavior, language or gesture, demeaning verbal abuse or action.
- Any act which might endanger the safety or lives of others;
- Departing company premises during working hours for personal reasons without the permission of the Association Manager;
- Bringing firearms or weapons onto the company premises without a valid Florida state permit to carry a concealed weapon;
- Deliberately stealing, destroying, abusing, or damaging company property, tools, or equipment or the property of an owner, another employee or visitor;
- Any act of sexual harassment as defined previously;
- Disclosure of confidential information or trade secrets to unauthorized persons;
- Willfully disregarding company policies or procedures;

- Willfully falsifying any company records;
- Willfully deleting any files and company records;
- Employee's conviction for or confession to fraud, misappropriation, embezzlement, theft or the like against the company;
- Employee's conviction of a felony or a crime involving moral turpitude;
- If Employee performs any intentional act which, under the reasonable man standard, damages the reputation of the company;
- Employee's conviction for or confession to sexual harassment in any form towards employees of the company or anyone affiliated with the company; or
- Employee's excessive absence from performing his duties for the company, as determined by the company, in the company's sole and absolute discretion.

## Termination

Terminations are to be treated in a confidential and professional manner by all concerned. The supervisor/department manager must assure thorough, consistent and evenhanded termination procedures. This policy and its administration will be implemented in accordance with the company equal opportunity statement.

Terminated employees are entitled to receive all earned pay, including vacation pay.

Employment with the company is normally terminated through one of the following actions:

**Resignation** — voluntary termination by the employee;

**Dismissal** — involuntary termination for substandard performance or misconduct; or **Layoff** — termination due to reduction of the work force or elimination of a position

**Resignation** — An employee who wants to terminate employment, regardless of employee classification, is expected to give as much advance notice as possible. Two weeks or ten working days is generally considered to be sufficient notice time. If an employee resigns to join a competitor, if there is any other conflict of interest or if the employee refuses to reveal the circumstances or relationship of his or her resignation and the future employer, the manager may require the employee to leave the company immediately rather than work during the notice period. This is not to be construed as a reflection upon the employee's integrity but an action in the best interests of business practice. When immediate voluntary termination occurs for the above reasons, the employee may be granted pay "in lieu of notice," the maximum being two weeks of pay based upon a 40-hour workweek at the employee's straight-time rate or salary.

**Dismissal** — In any case involving an employee dismissal, a release should be signed upon review with **Oceana South Condominium Association, Inc.** legal counsel.

**Substandard Performance** — An employee may be discharged if his or her performance is unacceptable. The Association Manager shall have counseled the employee concerning performance deficiencies, provided direction for improvement, and warned the employee of possible termination if performance did not improve within a defined period of time. The Association Manager is expected to be alert to any underlying reasons for performance deficiencies such as personal problems or illegal drug abuse. The management team must concur in advance of advising the employee of discharge action. Documentation to be prepared by the Association Manager shall include reason for separation, performance history, corrective efforts taken, alternatives explored and any additional pertinent information.

**Misconduct** — An employee found to be engaged in activities such as, but not limited to, theft of company property, insubordination, conflict of interest or any other activities showing willful disregard of company interests or policies will be terminated as soon as the Association Manager and management team have concurred with the action.

Termination resulting from misconduct shall be entered into the employee's personnel file. The

employee shall be provided with a written summary of the reason for termination. No salary continuance or severance pay will be allowed.

**Layoff** — When a reduction in force is necessary or if one or more positions are eliminated, employees will be identified for layoff after evaluating the following factors:

1. Company work requirements;
2. Employee's abilities, experience, and skill;
3. Employee's potential for reassignment within the organization; and
4. Length of service.

The immediate Association Manager will personally notify employees of a layoff.

**Termination Processing Procedures** — All outstanding advances charged to the terminating employee will be deducted from the final paycheck by the payroll department.

On the final day of employment, the Association Manager must receive all keys and company property from the employee.

The Association Manager shall conduct an exit interview with the employee.

The employee will pick up his or her final payroll check at the time of the exit interview. The final check shall include all earned pay and any expenses due the employee.

## Grievance Procedure

**Oceana South Condominium Association, Inc.** recognizes the value of a grievance procedure that provides for the timely review of employee grievances in a fair yet workable manner. A grievance is considered to be any dispute between an employee and the company which impacts on an employee's ability to perform his or her job.

Although purely personal matters between employees would not ordinarily give rise to a grievance subject to this grievance procedure, any matter that adversely affects an employee's ability to perform his or her job could be the subject of a grievance. Use good individual judgment and common sense as your guide.

An employee may express a verbal grievance to his or her immediate Association Manager. If the concern is not resolved to the employee's satisfaction within one week, the employee may put in writing the details of his or her grievance and submit the grievance to the Board of Directors.

A member of the **Board of Directors** will review the written statement. The employee and his or her Association Manager will request a hearing with the appointed person for resolution of the problem. The problem will be discussed in the presence of the employee and Association Manager. Final resolution of the grievance will be made by the appointed person and discussed with the employee and Association Manager.

The decision will be reduced to writing, a copy given to the employee and Association Manager, with the original kept by the personnel director. A copy will be filed in the employee's personnel file when appropriate.

## Employment Disputes

Any dispute or claim that arises out of or that relates to employment with **Oceana South Condominium Association, Inc.** or that arises out of or that is based on the employment relationship (including any wage claim, any claim for wrongful termination or any claim based on any employment discrimination or civil rights statute, regulation or law), including tort or harassment claims (except a tort that is a "compensable injury" under workers' compensation law), shall be resolved by arbitration in accordance with the then effective commercial arbitration rules of the American Arbitration Association by filing a claim in accordance with the Association's filing rules, and judgment on the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

# Compensation

## Workday

Office hours at **Oceana South Condominium Association, Inc.** are Monday through Friday from 8:00 a.m. to 4:00 p.m.

Maintenance Department hours are from Monday through Friday from 7:00 a.m. to 3:00 p.m. However the nature of our business sometimes demands workday or workweek hours different than those set forth above. Variation to the schedule will be made or approved by the Association Manager.

## Payday

Payroll is every two weeks (bi-weekly) and paychecks will be distributed at the end of the workday on the Friday they are due.

## Pay Advances

It is our policy to decline all requests for early paychecks or pay advances for personal reasons.

## Overtime Compensation

Nonexempt salaried (hourly) employees will be paid at the rate of one and one-half times their regular hourly rate of pay for all time worked in excess of **50** hours in any one workweek, as required by Florida State Law.

Overtime is never at the employee's discretion. It shall only be incurred and paid at the request of the company through the Association Manager.

## Lunch Break and Rest Periods

A lunch period of 45 minutes is to be scheduled between 11:00 a.m. and 1:00 p.m. whenever possible. If an employee is engaged in a project that cannot be put aside during this time period, it is acceptable, on occasion, to move the lunch break before or after this time period.

Nonexempt employees are permitted two paid 10-minute rest periods. Rest periods are to be scheduled as near the middle of the morning and afternoon as possible.

## Performance Review

**Oceana South Condominium Association, Inc.** has adopted a management by objective approach to performance appraisal. It is the Association Manager's responsibility to develop and maintain a work environment in which employees can openly discuss performance and develop plans. The employee will be notified in writing ten days in advance of the performance review date. Also included in the notification will be the time, place, and the discussion topics for the employee to prepare for the review. The employee, as well as the Association Manager, is to bring the following to the review meeting:

- A summary statement of the progress made toward meeting his or her employment goals;
- Examples of job-related areas demonstrating greatest strengths and identifying areas where additional training is needed;
- An outline of job-related tasks in which the employee can participate to improve performance;

- A recommendation of job responsibilities and goals to be established for the next six-month period;
- A summary of overall employment performance.

The Association Manager is responsible for establishing a relaxed atmosphere at the performance review and encouraging two-way communication. The discussion should be conducted in a positive manner, in complete privacy and with no interruptions. The Association Manager shall verify that the employee is familiar with his or her job duties, previous goals and the appraisal criteria or factors. At the conclusion of the performance appraisal, the employee will be requested to sign the appraisal verifying that he or she participated in the evaluation. The employee should be encouraged to submit comments about the appraisal that will become part of the record. A date for the next appraisal shall be agreed upon and noted on the appraisal form. The employee must be given a signed copy of the appraisal. The appraisal is then submitted for review by the Board of Directors

**Oceana South Condominium Association, Inc.** believes that pay increases should be related to an employee's performance. Following performance reviews, the Association Manager will rank the employee's performance according to his or her relative level of contribution to the company. Factors will include how well the employee has met the objectives agreed upon in the last review and the employee's level of contribution to the success of the department/division relative to other employees. The Association Manager will rank employees in one of five groupings:

1. Outstanding
2. Very Good
3. Good
4. Marginal
5. Unsatisfactory

Any employee receiving a rating of 4 or 5 must be put on warning with a corrective action plan to address the issues identified.

A decision relating to the employee's merit increase in pay will be made by the Association Manager after the review and ranking process has been completed. The Association Manager will forward a merit increase recommendation with the appraisal to the Board of Directors. Merit increases in pay are neither automatic nor periodic. They are reserved for employees who show skills improvement and higher than average performance. Information about rates of pay and merit increases in pay, if any, are deemed to be confidential matters between the company and each employee and are not to be discussed among employees.

## Salary Administration

It is **Oceana South Condominium Association, Inc.** policy to award annual merit increases to employees for their dedication to the growth of the company based on their skills, improvement and outstanding performance. Every employee is eligible for a merit increase. However merit increases are not automatic. Following the employee's performance review, the manager will rank the employee's performance according to his or her relative level of contribution to the company. Factors will include, without limitation, how well the employee has met the objectives agreed upon in the last review and the employee's level of contribution to the success of the department relative to other employees. Employees will be ranked as:

1. Outstanding
2. Very Good
3. Good
4. Marginal
5. Unsatisfactory

The manager will forward a merit increase recommendation with the appraisal to the president for final approval. Any merit increase will be retroactive to the date of the performance review.

## Payroll Deductions

The following mandatory deductions will be made from every employee's gross wages: federal income tax, Social Security FICA tax and applicable state taxes.

Every employee must fill out and sign a federal withholding allowance certificate, IRS Form W-4, on or before his or her first day on the job. This form must be completed in accordance with federal regulations. The employee may fill out a new W-4 at any time when his or her circumstances change. Employees who paid no federal income tax for the preceding year and who expect to pay no income tax for the current year may fill out an Exemption from Withholding Certificate, IRS Form W-4E. Employees are expected to comply with the instructions on Form W-4. Questions regarding the propriety of claimed deductions may be referred to the IRS in certain circumstances.

Other optional deductions include the portion of group health insurance not paid by the company, which is deducted from each payroll check. Other voluntary contributions (if applicable), such as pension (401k) plan, are also deducted each pay period.

Every employee will receive an annual Wage and Tax Statement, IRS Form W-2, for the preceding year on or before January 31. Any employee who believes that his or her deductions are incorrect for any pay period, or on Form W-2, should check with the Accounting department immediately.

## Employee Benefits

### Insurance

**Oceana South Condominium Association, Inc.** offers all full-time employees a group medical insurance plan, the benefit terms of which are included at the end of the Employee Manual in Appendix A. Each employee in the plan will receive a booklet completely detailing its policies, procedures and benefits. Each full-time employee will have the option to join or waive participation. Hourly employees shall pay **50%** percent of the coverage – to be deducted on a pre-tax basis at each pay period - and the company shall pay **50%** percent. Note that coverage rates are reevaluated and adjusted by the insurance company on an annual basis.

### Eligibility

1. The employee is a full-time employee.
2. The employee is eligible for coverage effective on the first day of the month following the end of the probationary period.

Changes to the employee's health insurance benefits can be made at any time for reasons of life-event changes such as the birth of a child, divorce, loss of coverage through the spouse's employer, etc. All other changes can only take place during the open enrollment period which is the month prior to the Company's insurance anniversary date. In addition, **Oceana South Condominium Association, Inc.** provides group life- and accidental death insurance coverage to full-time employees.

**Oceana South Condominium Association, Inc.** has the right to change insurance companies or to modify or terminate eligibility requirements, benefits, or coverage at any time.

### Vacation

Vacation is calculated according to the employee's hire date. For purposes of this policy, a week of vacation is equal to the equivalent of five (5) working days. Employees who begin after January 1st will accrue vacation time on a pro rata basis. Vacation not taken during the calendar year is forfeited.

New regular, full-time employees become eligible to take vacation after they have worked **one (1) full year**. Part-time employees are not entitled to paid vacation. Employees who are not entitled to paid vacation may request permission from their Association Manager to take up to one week of unpaid vacation time.

Following the completion of one year of service, and employee is eligible for vacation according to the following schedule:

<b>Years of Service</b>	<b>Vacation Days</b>
Less than 2 years	5 Days
Greater than 2 years	10 Days

All vacations must be scheduled in advance with the employee's Association Manager. Employees are responsible for planning ahead for vacation and working out a complete schedule with their Association Manager.

Upon termination, the employee's accrued, but not taken, vacation hours will be added to the final paycheck using the employee's then-current straight-time hourly rate for conversion.

## Holidays

**Oceana South Condominium Association, Inc.** provides seven (7) paid holidays each year. The company is officially closed on these days:

January	New Year's Day
May	Memorial Day
July	Independence Day
September	Labor Day
November	Thanksgiving Day
November	Day after Thanksgiving
December	Christmas Day

\* If these holidays fall on Saturday, the preceding Friday will be a holiday. If they fall on Sunday, the following Monday will be a holiday.

Only regular full-time and part-time employees are eligible for full holiday pay, and only after the completion of their probationary period. Temporary employees are not eligible for holiday pay.

If a designated holiday falls within an employee's vacation period, the holiday is not considered a vacation day. Employees may take religious holidays not designated as a company holiday either as a floating holiday or without pay. Prior approval in advance must be obtained from the Association Manager.

### *Religious Holidays*

Employees who wish to observe holidays which are unique to their individual religious faith should discuss these observances in advance with the Property Manager. Absences which are not pre-approved will be deemed as an unexcused absence.

## Sick/Personal Days & Unexcused Absences

In the event that employee gets sick, **Oceana South Condominium Association, Inc.** provides all full-time employees with 8 sick/personal days (40 hours), effective after 90 consecutive days of employment. Part-time employees will earn sick or personal leave at half of the full-time rate. Temporary employees are not eligible for sick or personal leave.

It is in the best interest of an employee who is ill or injured that the employee not remain at work. It is the Association Manager's responsibility to send the employee home if the employee is

incapacitated.

Employees are encouraged to make their routine doctor or dentist appointments before arriving for work or after leaving work for the day, if possible. If time off is required for such appointments, arrangements should be made in advance with the Association manager.

An employee is expected to notify his or her Association Manager at the beginning of each work day during illness or injury. Exceptions to this include a serious accidental injury or hospitalization, or when it is known in advance that the employee will be absent for a certain period of time.

A medical statement from the employee's doctor may be requested by the company when an employee is absent from work for more than five working days.

The employee's birthday may be used as one of the personal days, providing at least 3 days notice to the Association Manager.

If an employee has used all available sick/personal days and additional absences occur, this time will be deducted from the employee's time sheet and no wage will be paid for that day. In the case of chronic absences, the management reserves the right to prohibit the use of sick time until the employee accrues a total of 40 hours.

### **Unexcused Absences**

If an employee calls in as sick on the day just prior to or just after a paid holiday, the Association MUST have a note from a physician explaining the absence. If an employee has available sick time and a note is provided, then s/he will be paid for the absence. If the employee does not have any available sick leave, then no wages will be paid for that day. If no note is provided, then the time will be deducted from the employee's wages, and the employee will be cited for the unexcused absence and subject to termination.

## Leave of Absence/Military Leave/Medical or Family Leave

**The Family Medical Leave Act applies to companies of 50 employees or more. As a not-for-profit organization with only 3 employees, the FMLA does not apply and OS cannot financially support an employee who must take an extended leave of absence.**

### Bereavement Leave

The company will pay for time off in the event of death of the following immediate family members:

Spouse	Grandchild	Sister
Parent	Grandparent	Father-in-law
Child or Stepchild	Brother	Mother-in-law    Sister/Brother-in Law

The employee and Association Manager will determine the amount of time the employee will be absent from work. The maximum paid leave is **two (2) days** in addition to all other paid leave.

Leave for attendance at the funeral of a non-immediate family member or person with an especially close relationship may be granted with or without pay. Typically paid leave is reserved for the death of immediate family members. The employee's supervisor will make determination after consultation with upper management.

### Jury Duty

**Oceana South Condominium Association, Inc.** will grant employees time off for mandatory jury duty or court appearances as a witness when the employee must serve or is required to appear as a result of a court order or subpoena. A copy of the jury summons, court order or subpoena must be supplied to the employee's Association Manager when requesting time off.

The employee is entitled to full pay for each day of jury duty or service as a witness up to a maximum of **three (3) days** per year, in addition to any other paid leave. However time off for court appearances as a party to any civil or criminal litigation shall not be compensated and the employee must arrange for time off without pay or use accrued vacation or personal leave for such appearances.

## Voting

**Oceana South Condominium Association, Inc.** encourages all employees to vote. Employees are encouraged to use flextime hours for this purpose or to take advantage of polling hours prior to the beginning or following the end of your workday.

If this cannot be arranged, your Association Manager will approve time off to vote either at the beginning or end of your workday, provided that you give at least one day's notice to your Association Manager.

## Employee-Incurred Expenses and Reimbursement

**Oceana South Condominium Association, Inc.** will pay all actual and reasonable business-related expenses incurred by employees in the performance of their job responsibilities. All items purchased or charged by the employee are to be itemized on the approved company expense report.

All employee travel, mileage, purchase requisitions and other business-related expense reports must have the Association Manager's prior approval.

# Miscellaneous Policies

## Confidentiality of Company Information

It is the responsibility of all **Oceana South Condominium Association, Inc.** employees to safeguard sensitive personal information regarding employees, owners, guests and outside contractors which may be obtained during the workday. The Association expects and requires all employees to use good sense and judgment at all times when dealing with any personal information and to not repeat or divulge information about any owner. Violation of this policy will result in disciplinary action and, at the discretion of the Board and/or Property Manager, immediate termination.

## Employee Privacy

**Oceana South Condominium Association, Inc.** recognizes our employees' rights to privacy. In achieving this goal, the company adopts these basic principles:

1. The collection of employee information will be limited to that which the company needs for business and legal purposes;
2. The confidentiality of all personal information in our records will be protected;
3. All in-house employees involved in record keeping will be required to adhere to these policies and practices. Violations of this policy will result in disciplinary action;
4. Internal access to employee records will be limited to those employees having an authorized, business-related, need-to-know basis. Access may also be given to third parties, including government agencies, pursuant to court order or subpoena;
5. The company will refuse to release personal information to outside sources without the employee's written approval, unless legally required to do so;
6. Employees are permitted to see the personal information maintained about them in the company records. They may correct inaccurate factual information or submit written comments in disagreement with any material contained in their company records.

## Telephone

Personal calls of short duration may be received and made while on the premises. Personal telephone call privileges are subject to change or termination at any time. For instance, if an employee is found spending more than just limited time on personal calls, this privilege will be revoked either generally or specifically as to the offending employee.

## Dress Code

Employee dress should be neat in appearance. The impression made on owners, guests, visitors and other employees and the need to promote company and employee safety should be kept in mind. Good individual judgment is the best guideline.

## Visitors

The safety regulations for visitors should be established in accordance with the building safety regulations.

Law enforcement or government officials, including health or fire inspectors, shall be directed immediately to the Director of Operations who shall determine proper governmental authority, review court orders or subpoenas, and assist the law enforcement or government officials in a manner which provides full cooperation with minimal disruption to company operations.

## Outside Employment

**Employment at Oceana South Condominium Association, Inc. is expected to be primary.**

Any outside secondary employment should be promptly disclosed to Association Manager.

Employees whose work performance suffers as a result of any secondary employment will face disciplinary action up to and including termination.

## Emergency Closings

Except for regularly scheduled holidays, **Oceana South Condominium Association, Inc.** will be open for business on Mondays through Fridays during normal business hours. The company recognizes that circumstances beyond its control, such as inclement weather, national crisis or other emergencies do occur. On such occasions the company may close for all or part of a regularly scheduled workday.

In such event the company will endeavor to notify all supervisory personnel for the purpose of contacting employees. Employees may also contact their Association Manager or Board Members. Any closing longer than one full work week may be assessed against employee's sick leave or vacation time, whichever may be applicable and, if none, the closing shall be regarded as unpaid personal leave. This will be at the discretion of the Board of Directors.

**APPENDIX A – Health Insurance Plan**

**APPENDIX B – Prescription Drug Plan**

**APPENDIX C – Dental Plan**