



# **Employee Handbook 2017**

# Welcome to Roche Harbor

We are excited about your decision to join, or return, to Roche Harbor and it's a pleasure to welcome you to our special Hospitality Team. We hope you will enjoy the excitement of being part of a very special organization, creating lasting memories for our guests, and the fun of meeting new friends from all over the world.

We are proud of our heritage here at Roche Harbor and our history is a focal point of interest to our guests each year. For over one hundred years we have been an integral part of the San Juan Island Community and today Roche Harbor is the premier boating destination in the Pacific Northwest. We believe that each employee's contribution is significant to Roche Harbor's continuing growth -- and Teamwork is the foundation to our success.

You are joining a very unique family of highly dedicated, motivated people who take great personal pride in our history, our campus, and caring for our guests. We hope you will share the team spirit and find your experience here to be challenging, rewarding, and especially, that you have FUN in the process.

If you are a returning Roche Harbor employee from previous seasons we look to you to set the example of our values, work ethic, and our total guest commitment. Together, with the mentoring of our year-round staff, we will continue to build on our exemplary guest service of exceeding expectations.

I encourage you to take time to read this Handbook and become familiar with our guidelines, policies, standards, and our expectations. Should you have any questions about the contents of this Handbook, please see your supervisor or our Human Resources Manager.

The moment is now--time to get excited! I look forward to seeing each of you frequently and again, **WELCOME** to Roche Harbor!

Sincerely,

**Brent Snow**

Brent Snow  
General Manager

# TABLE OF CONTENTS

# Page

|        |   |    |
|--------|---|----|
| 1.     | INTRODUCTION .....  | 1  |
| 1.1    | Welcome To Roche Harbor!.....                                     | 1  |
| 1.2    | Relationship of Policies to Other Laws .....                      | 1  |
| 1.3    | Relationship of Policies to Employment Agreements .....           | 1  |
| 2.     | EMPLOYMENT POLICIES AND PRACTICES .....                           | 2  |
| 2.1    | Employment - At Will .....  | 2  |
| 2.2    | Workplace Environment .....                                       | 2  |
| 2.3    | Open Door Policy .....  | 2  |
| 2.4    | Equal Opportunity.....  | 2  |
| 2.5    | Harassment.....   | 3  |
| 2.5.1  | General Prohibition of Harassment.....                            | 3  |
| 2.5.2  | Sexual Harassment.....  | 3  |
| 2.5.3  | Complaint Procedure .....   | 5  |
| 2.5.4  | Prohibition of Retaliation.....                                   | 5  |
| 2.6    | Individuals with Disabilities .....                               | 6  |
| 2.7    | Individuals with Acquired Immune Deficiency Syndrome (AIDS) ..... | 6  |
| 2.8    | Genetic Information .....   | 6  |
| 2.9    | Religious Accommodation.....                                      | 7  |
| 2.10   | Hiring .....  | 7  |
| 2.11   | Employee Status.....  | 7  |
| 2.12   | Employment Application Forms.....                                 | 7  |
| 2.13   | Performance Evaluations .....                                     | 7  |
| 2.13.1 | You and Your Supervisor .....                                     | 7  |
| 2.13.2 | New Employee Orientation Period and Review .....                  | 8  |
| 2.13.3 | Performance Evaluations .....                                     | 8  |
| 2.13.4 | Compensation Review .....   | 8  |
| 2.14   | Employment Records.....   | 9  |
| 2.15   | Release of Employee Information .....                             | 10 |

# TABLE OF CONTENTS

# Page

|        |  |    |
|--------|--|----|
| 2.16   | Confidential and Proprietary Information.....  | 10 |
| 2.16.1 | Confidential Information .....                 | 10 |
| 2.16.2 | Acquired Information.....                      | 11 |
| 2.17   | Conflict of Interest .....                     | 11 |
| 2.17.1 | General.....                                   | 11 |
| 2.17.2 | Supplier Relations .....                       | 11 |
| 2.17.3 | Gratuities.....                                | 12 |
| 2.18   | Outside Employment and Activities .....        | 12 |
| 2.19   | Teen Workers.....                              | 13 |
| 3.     | REGULATION OF EMPLOYEE CONDUCT .....           | 14 |
| 3.1    | Attendance and Tardiness .....                 | 14 |
| 3.1.1  | Presence at Workstations .....                 | 14 |
| 3.1.2  | Absences / Unsatisfactory Attendance.....      | 14 |
| 3.2    | Alcohol, Drugs and Controlled Substances ..... | 14 |
| 3.2.1  | Definitions.....                               | 15 |
| 3.2.2  | Prohibitions .....                             | 15 |
| 3.2.3  | Criminal Convictions .....                     | 16 |
| 3.2.4  | Other Unacceptable Activities .....            | 16 |
| 3.2.5  | Individuals With Chemical Dependencies.....    | 16 |
| 3.2.6  | Testing.....                                   | 17 |
| 3.2.7  | Confidentiality .....                          | 17 |
| 3.3    | Standards of Conduct.....                      | 17 |
| 3.4    | Disciplinary Procedure.....                    | 19 |
| 3.5    | Problem Resolution.....                        | 20 |
| 4.     | EMPLOYMENT CLASSIFICATION .....                | 21 |
| 4.1    | General.....                                   | 21 |
| 4.2    | Exempt and Non-Exempt Status.....              | 21 |

**TABLE OF CONTENTS**

**Page**

4.2.1 *Exempt* (salaried). ..... 21

4.2.2 *Non-Exempt* (hourly). ..... 21

4.3 Full-Time Employees..... 21

4.4 Part-Time Employees..... 22

4.5 Orientation Employees..... 22

4.6 Job Descriptions..... 22

5. HOURS OF WORK..... 23

5.1 Workweek..... 23

5.2 Workday..... 23

5.3 Employee Work Schedules ..... 23

5.4 Time Keeping/Time Clock Procedures..... 23

5.5 Meal and Rest Periods ..... 24

5.5.1 Rest Periods ..... 24

5.5.2 Meal Periods ..... 24

5.6 Training Time ..... 24

5.7 Overtime ..... 24

5.8 Attendance, Absenteeism and Punctuality..... 25

6. COMPENSATION ..... 26

6.1 General Pay Practices ..... 26

6.2 Pay Period and Pay Days ..... 26

6.3 Payroll Deductions..... 26

6.4 Payroll Advances ..... 26

6.5 Payroll Corrections ..... 27

6.6 Lost or Stolen Paychecks ..... 27

6.7 Expense Reimbursement..... 27

6.8 Discounts..... 27

# TABLE OF CONTENTS

# Page

|         |  |    |
|---------|--|----|
| 7.      | BENEFITS .....   | 29 |
| 7.1     | Types of Benefits .....                                  | 29 |
| 7.1.1   | Statutory Benefits.....                                  | 29 |
| 7.1.2   | Time Away From Work.....                                 | 29 |
| 7.1.3   | Insurance .....  | 29 |
| 7.2     | Time Away From Work.....                                 | 30 |
| 7.2.1   | Vacation Eligibility .....                               | 30 |
| 7.2.2   | Holidays .....   | 31 |
| 7.2.3   | Sick Leave.....  | 31 |
| 7.2.4   | Maternity Leave .....                                    | 32 |
| 7.2.5   | Breaks and Facilities for Breastfeeding Employees .....  | 33 |
| 7.2.6   | Family and Medical Leave (FMLA).....                     | 33 |
| 7.2.7   | Disability Leave. ....                                   | 41 |
| 7.2.8   | Family Care Leave.....                                   | 42 |
| 7.2.9   | Military Duty Leave.....                                 | 42 |
| 7.2.10  | Jury Duty Leave.....                                     | 44 |
| 7.2.11  | Bereavement Leave.....                                   | 44 |
| 7.2.12. | Domestic Violence Leave .....                            | 44 |
| 7.2.13  | Personal Leave of Absence.....                           | 45 |
| 7.3     | Medical and Dental Benefits.....                         | 46 |
| 7.3.1   | Medical Insurance .....                                  | 46 |
| 7.3.2   | Dental Insurance .....                                   | 46 |
| 7.3.3   | Supplemental Insurance (AFLAC) .....                     | 46 |
| 7.4     | Continuation of Medical and Dental Benefits (COBRA)..... | 47 |
| 7.5     | Workers' Compensation/Unemployment Insurance.....        | 47 |
| 8.      | WORKPLACE POLICIES .....                                 | 48 |
| 8.1     | Safety .....   | 48 |
| 8.2     | Accidents.....   | 49 |

## TABLE OF CONTENTS

## Page

|      |  |    |
|------|--|----|
| 8.3  | Workplace Security.....                                | 49 |
| 8.4  | Conduct Outside the Office .....                       | 49 |
| 8.5  | Right to Search.....                                   | 49 |
| 8.7  | Selling and Solicitation .....                         | 50 |
| 8.8  | Parking .....  | 50 |
| 8.9  | Recording/Ringing of Personal Sales Transactions ..... | 50 |
| 8.10 | Housekeeping.....                                      | 50 |
| 8.11 | Telephone Calls / Cell Phones .....                    | 51 |
|      | 8.11.1 Safety Issues for Cellular Phone Use.....       | 51 |
| 8.12 | Personal Electronic Devices .....                      | 51 |
| 8.13 | Wearing of Retail Merchandise .....                    | 52 |
| 8.14 | Smoking .....  | 52 |
| 8.15 | Personal Appearance.....                               | 52 |
| 8.16 | Dress/Personal Attire .....                            | 53 |
| 8.17 | Name Tags .....  | 53 |
| 8.18 | Personal Checks .....                                  | 53 |
| 8.19 | Transportation .....                                   | 54 |
| 8.20 | Use of Technology .....                                | 54 |
|      | 8.20.1 Company-Maintained Systems .....                | 54 |
|      | 8.20.2 Personal Use Extremely Limited .....            | 54 |
|      | 8.20.3 Waiver of Privacy .....                         | 54 |
|      | 8.20.4 Deletion Not Reliable .....                     | 55 |
|      | 8.20.5 Message Access .....                            | 55 |
|      | 8.20.6 Harassment and Discrimination.....              | 55 |
|      | 8.20.7 Appropriate Business Use.....                   | 55 |
|      | 8.20.8 Software Licensing Agreements .....             | 55 |
|      | 8.20.9 Use of Outside Data Storage Devices.....        | 56 |
|      | 8.20.10 Policy Violations.....                         | 56 |
| 8.21 | Social Media Policy .....                              | 56 |
| 8.22 | Workplace Violence.....                                | 58 |

## TABLE OF CONTENTS

## Page

|        |  |    |
|--------|--|----|
| 8.21.1 | Prohibited Conduct .....               | 58 |
| 8.21.2 | Reporting of Prohibited Conduct .....  | 58 |
| 8.22   | Lost and Found .....                   | 59 |
| 8.23   | Consensual Romantic Relations .....    | 59 |
| 9.     | SEPARATION FROM ROCHE HARBOR .....     | 60 |
| 9.1    | Voluntary Termination.....             | 60 |
| 9.2    | Reduction in Work Force.....           | 60 |
| 9.3    | Involuntary Termination .....          | 60 |
| 9.4    | Resignation in Lieu of Discharge ..... | 61 |
| 9.5    | References.....                        | 61 |



## 1.0 INTRODUCTION

### 1.1 Welcome To Roche Harbor!

This Handbook provides a general guideline of Roche Harbor's expectations of you as an Employee. You will find answers to questions you may have about rules and Company policies.

Please view this Employee Handbook as a guide to our Company and our expectations of you as an employee. This Handbook contains general statements of our current policies and benefits, not any specific promise directed at any particular employee. We may change these policies and benefits as our business needs change. We may make exceptions if we think there is a need for one. This Handbook is best understood as providing general guideline information that hopefully will be of use to you. **It is not intended to create a contract, nor does any policy modify the "at-will" nature of the employment relationship between us.**

Keep this Handbook as a reference. This Handbook is not intended to be the only source of Roche Harbor information. From time to time you will receive additional Company information. If you have any questions about the information, talk to your Supervisor; when in doubt, ask!

And again, Welcome to Roche Harbor!

### 1.2 Relationship of Policies to Other Laws

The policies in this Handbook are intended to meet the requirements of applicable local, state and federal laws. However, it is possible that a provision or policy may be inconsistent with applicable legal requirements. In those inadvertent situations, the provisions of applicable law will govern. All Employees are encouraged to bring any questions or possible inconsistencies to management's attention.

### 1.3 Relationship of Policies to Employment Agreements

Nothing in this section modifies or alters the terms of any provisions of any written employment or other agreement that Roche Harbor Employees may enter into with the Company, although these policies may supplement and clarify such agreements. Any such written employment or other agreements must be approved in writing by the General Manager. Employees are expected to strictly adhere to the terms of any specific contractual agreements into which they have entered with Roche Harbor.

## **2.0 EMPLOYMENT POLICIES AND PRACTICES**

### **2.1 Employment - At Will**

Employment here is “at-will.” This means that both we and you have the right to end the employment relationship at any time for any reason or no reason at all. No one at Roche Harbor other than the General Manager has the authority to change the at-will nature of your employment.

### **2.2 Workplace Environment**

It is important to all of us that Roche Harbor’s workplace environment remain enjoyable. For this to occur, we all need to treat each other with consideration and mutual respect. Roche Harbor does not permit conduct which is hostile, antagonistic or offensive to co-workers. Any such conduct is contrary to Roche Harbor’s stated policies and carries the risk of serious legal consequences. Any problems that arise in the workplace should be openly acknowledged, discussed and remedied.

### **2.3 Open Door Policy**

Roche Harbor has long recognized that Employees are a valuable source of ideas for improving the way we operate or for making our workplace more interesting and attractive.

We believe in open communication at Roche Harbor. Any questions regarding your job, suggestions, and/or complaints should be frankly and fully discussed with management. Open discussion will help prevent major problems and should improve our Company. To make sure your suggestions and complaints are heard, the General Manager requests that Employees come to management at any time it is felt that sufficient progress is not being made in dealing with problems which may arise. You need never fear repercussions of any kind for bringing a problem to our attention.

### **2.4 Equal Opportunity**

Each employee has the right to work in an environment free from all forms of unlawful discrimination. Roche Harbor is therefore committed to a policy of equal employment opportunity. This means that the Company will not tolerate discrimination on the basis of race, age, religion, color, creed, sex, sexual orientation, gender expression and identity, national origin, physical, sensory or mental disability, marital, military or veteran status, ancestry, your or your family’s genetic information, or status in any other legally protected group. Roche Harbor expects each Employee to provide such equal treatment to each other and to all of our guests.

This policy applies to all personnel actions including recruitment, hiring, transfer, promotion and demotion, compensation and benefits, evaluation, discipline and termination.

This policy reflects Roche Harbor’s belief in the worth of each individual. We believe that providing equal opportunities for all Employees is both a moral responsibility and good business practice.

You should contact your supervisor or the HR Department if you have any questions or concerns regarding equal employment opportunity at Roche Harbor. If you believe that you have been subjected to discrimination in violation of this policy, or if you observe that another employee has been subjected to such discrimination, you **MUST** report the matter immediately by using the Discrimination and Harassment Complaint Procedure described below. Your concerns will be given prompt attention. Employees can raise concerns and make reports in good faith without fear of reprisal. Any employee found to have engaged in conduct that violates this policy will be subject to disciplinary action up to, and including, termination of employment.

## **2.5 Harassment**

### **2.5.1 General Prohibition of Harassment**

We are committed to providing a work environment that is free of discrimination and unlawful harassment. Each member of the Company is expected to be sensitive to and respectful of your co-workers and others with whom you communicate while working for Roche Harbor. We prohibit all forms of harassment or discrimination based on race, age, religion, color, creed, sex, national origin, physical, sensory or mental disability, marital, military or veteran status, sexual orientation, gender expression and identity, ancestry, your or your family's genetic information, or any other classification protected by law.

The term "harassment" means unwelcome, demeaning or offensive conduct directed at another employee, and can include such things as threats, demands, requests for sexual favors, teasing, abuse, taunts, insults, bullying, heckling, or other similar action. It includes conduct that may not be unlawful, but has been determined to be inappropriate in our workplace.

If at any time you believe you are the subject of harassment or discrimination in violation of this policy, or if you believe or become aware of such conduct being directed to another employee, you **must** immediately notify your supervisor or otherwise follow the complaint procedure. If you feel uncomfortable discussing this matter with your supervisor, then the complaint procedures provide other avenues for complaint.

We strongly urge you to report all incidents of potential harassment, discrimination or other inappropriate behavior as soon as possible. We strive for a respectful, pleasant, and productive working environment at Roche Harbor, but we cannot ensure such an environment unless these issues are brought to our attention.

### **2.5.2 Sexual Harassment**

Sexual harassment in the workplace is unacceptable conduct that Roche Harbor does not condone by any member of our management, any employee, guest, supplier or client.

Sexual harassment does not mean occasional compliments of a socially acceptable nature. Rather, it refers to unwelcome, deliberate or repeated unsolicited sexual advances, requests for sexual favors and other behavior of a sexual nature that has the purpose or effect of interfering with an applicant's or employee's job placement, performance or advancement, or creating an intimidating, hostile or offensive work environment. Even conduct that is intended to be

“innocent” may still constitute sexual harassment if the recipient of that conduct reasonably perceives it to be otherwise.

No supervisor or co-worker may threaten or suggest that an employee’s refusal to submit to sexual advances will adversely affect the employee’s wages, employment, advancement, assigned duties, or any other condition of employment.

If at any time you believe you are the subject of harassment or discrimination in violation of this policy, or if you believe or become aware of such conduct being directed to another employee, you **must** immediately notify your supervisor or otherwise follow the complaint procedure. If you feel uncomfortable discussing this matter with your supervisor, then the complaint procedures provide other avenues for complaint.

Examples of the types of conduct that is likely to violate this policy when unwelcome or uninvited include, but are not limited to, the following:

- Unwelcome, deliberate or repeated unsolicited verbal comments, jokes, epithets, slurs, or stories of a sexual nature or concerning a protected group
- Sexually suggestive touching, such as rubbing or massaging someone’s neck or shoulders, stroking someone’s hair, or brushing against another’s body
- Grabbing, groping, kissing, fondling
- Questions about a person’s sex life or experiences
- Sexually oriented or explicit remarks, including written or oral references to sexual conduct, gossip regarding a person’s sex life, body, sexual activities, deficiencies or prowess
- Threats affecting employment status if sexual favors are not provided
- Sexual assault
- Offensive graphic communication such as sexually explicit internet sites, calendars, photographs, cartoons, posters, graffiti, documents (including letters, poems, etc) or drawings which have the effect of creating a hostile and offensive workplace
- Sexually suggestive leering or staring
- Implicit or explicit unwelcome sexual advances, requests for sexual favors, or repeated unwelcome expressions of sexual interest
- Sexually explicit or suggestive e-mail or voice mail messages
- Any other sexually harassing conduct or behavior deemed inappropriate by Company management

These are only some examples of inappropriate conduct. For such behavior to qualify as unlawful sexual harassment, it must be sufficiently severe or pervasive as to unreasonably interfere with an employee’s terms, conditions, or privileges of employment and to create a hostile working environment. Please understand however, that even though a behavior may not qualify as sexual harassment under the law, we may still treat the conduct as inappropriate

behavior and discipline the individual(s) involved. Each complaint of sexual harassment will be assessed on a case-by-case basis.

The detailed information in this policy is one of the most commonly alleged types of harassment – sexual harassment – should not be interpreted as a lesser commitment to the prevention of other types of harassment. No type of unlawful harassment is acceptable.

### **2.5.3 Complaint Procedure**

We are dedicated to ensuring that harassment and discrimination do not occur in our workplace and committed to a prompt and effective resolution of any complaint. No employee will be penalized for registering a good-faith complaint, participating in the investigation of a complaint, or opposing harassing or discriminatory behavior prohibited by this policy.

If you feel you have been subjected to wrongful harassment or discrimination, you are expected and required to follow the following procedure:

**Informal resolution.** In many instances, the problem may be caused by a lack of awareness. We therefore encourage you to initially raise the problem respectfully with the person who has offended you before you bring a formal complaint. If, however, you believe it would be inappropriate to discuss the matter with that person, the person does not respond as desired, or you are uncomfortable discussing the issue with that person, then you may always bypass the person and discuss it directly with your supervisor, or the HR Department.

**Complaint.** If informal resolution does not occur or the problem persists, then you should report the matter to the Human Resources Manager, or Accounting/Administrative Manager. In addition, we encourage any employee who observes inappropriate harassment or discrimination to immediately report what he or she has observed to the Human Resources Manager, or Accounting/Administrative Manager. All reports or complaints will be investigated and kept confidential to the extent possible, consistent with our need to investigate the complaint and address the situation. Different circumstances will produce different responses and levels of investigation. If it is determined that a violation of this policy has occurred, then the offending party will be subject to disciplinary action up to, and including, termination.

This complaint procedure is the sole vehicle for an employee to bring a harassment or discrimination complaint. Failure to use the complaint procedure may bar you from bringing a claim for harassment, discrimination, or retaliation against Roche Harbor.

### **2.5.4 Prohibition of Retaliation**

Roche Harbor prohibits any type of retaliatory action against employees who file a harassment or discrimination complaint, or assist in a complaint investigation. We expect employees to immediately report any concerns about retaliation to us. However, if it is determined after investigation that the complaint was made up of false charges or that an employee has provided false information, disciplinary action will be taken against the employee who filed the complaint or provided such false information.

## **2.6 Individuals with Disabilities**

Roche Harbor is committed to complying fully with the Americans with Disabilities Act (“ADA”) and applicable state and local law and ensuring equal opportunity employment for persons with disabilities. Therefore, Roche Harbor will make reasonable efforts to accommodate individuals with disabilities, as defined under applicable laws. Depending on the circumstances, reasonable accommodation may include, but is not limited to, providing applications in alternative, accessible formats, providing assistance in completing applications, restructuring non-essential job duties and functions, reassigning qualified employees to vacant positions, providing reasonable assistance in performing job duties, and granting leaves of absence. Based on the particular facts of each case, we will determine whether a requested accommodation can be granted without creating an undue hardship to the Company.

If at any time you believe that this policy has been violated, you **must** immediately notify your supervisor or otherwise follow the complaint procedure. If you feel uncomfortable discussing this matter with your supervisor, then the complaint procedures provide other avenues for complaint.

## **2.7 Individuals with Acquired Immune Deficiency Syndrome (AIDS)**

Roche Harbor is committed to prohibiting all forms of discrimination in employment, including discrimination against Employees who have or appear to have Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related conditions. Subject to applicable provisions of local, state and federal law, Roche Harbor will allow an AIDS-affected Employee to continue to work, with reasonable accommodation, as long as he or she is medically able to perform the essential functions of his or her position.

Employees affected by AIDS or any other life-threatening illness will be treated with compassion and understanding in dealing with their personal crisis. Roche Harbor fully expects that co-workers will not refuse to work or withhold their services based on an unfounded fear of becoming infected by working alongside an AIDS-affected Employee.

We will treat all inquiries and medical information obtained from Employees concerned about AIDS with strict confidentiality. AIDS-affected employees should feel free to work with Roche Harbor to discuss available benefits, resources and other illness-related concerns.

## **2.8 Genetic Information**

We are committed to providing a work environment that is free of all forms of unlawful discrimination. This means that the Company will not tolerate discrimination on the basis of genetic information, including genetic tests and family medical history, as defined by applicable law. The Company will not request, require, or purchase genetic information with respect to an employee or his/her family members, except under narrow circumstances permitted by law. Employee records and/or disclosures containing genetic information will be subject to confidentiality rules as required by applicable laws.

If at any time you believe that this policy has been violated, you **must** immediately notify your supervisor or otherwise follow the complaint procedure. If you feel uncomfortable discussing

this matter with your supervisor, then the complaint procedures provide other avenues for complaint.

## **2.9 Religious Accommodation**

Roche Harbor will make reasonable efforts to accommodate the religious practices of our Employees. We will determine whether a requested accommodation would create an undue hardship based on the particular facts in each case. If a requested accommodation would impose an undue hardship, the accommodation will not be permitted.

If at any time you believe that this policy has been violated, you **must** immediately notify your supervisor or otherwise follow the complaint procedure. If you feel uncomfortable discussing this matter with your supervisor, then the complaint procedures provide other avenues for complaint.

## **2.10 Hiring**

When hiring for an available position, Roche Harbor may consider applicants from within the Company or, at its discretion, may advertise and solicit applicants from outside the Company. The decision to interview and/or hire applicants from within or outside the Company generally will be based on the qualifications of the inside applicants in relation to the other applicants and the requirements of the position and other applicable factors.

## **2.11 Employee Status**

Roche Harbor employs people on a full-time, part-time, and seasonal basis. Your employment status will determine if you are eligible for any, some, or all of Roche Harbor's benefits. The definitions of status are provided in later sections of this Handbook. The availability of full-time or part-time positions depends on the needs of the individual location.

## **2.12 Employment Application Forms**

The employment application forms which you completed before you began employment at Roche Harbor are important elements in the hiring process. They become part of your personnel record. Roche Harbor may check some or all of the information found on these forms. Your employment with Roche Harbor will be terminated if false or misleading information is found on these forms or if it is found that you failed to disclose pertinent information during the employment process.

## **2.13 Performance Evaluations**

### **2.13.1 You and Your Supervisor**

You will experience many different working relationships as you continue with Roche Harbor. The most important one is with your Supervisor. That relationship is a partnership. Each contributes to the other's success. Your Supervisor should be your first source of Roche Harbor information. He or she is there to answer your questions or tell you how to get the information you need. In addition, you are responsible for helping your Supervisor meet the needs of our

guests and the Company. In most instances, if you have any problem with your assignment or working environment, you should tell your Supervisor. If you have a problem involving your Supervisor or department manager, you should discuss the matter with the Human Resources Manager by following the Problem Resolution Procedure outlined later in this Handbook.

### **2.13.2 New Employee Orientation Period and Review**

The first ninety (90) days of employment for all year-round and full-time newly hired or rehired Employees will be deemed an Orientation period and the first thirty (30) days of employment for seasonal Employees will be deemed as their Orientation period. Employees who are promoted within the Roche Harbor organization (e.g., moving from a clerk position to a Supervisor position) will also be subject to an additional Orientation period of the same length with each promotion to a new position. Employees who are transferred to a new location but who retain the same job title generally will not be subject to an additional Orientation period. Any significant absence will automatically extend this Orientation period by the length of the absence. If Roche Harbor determines for any reason that the length of the Orientation period is not sufficient, it may be extended for an additional specified period.

During this Orientation period, Employees should assess their job duties, the standards they are expected to meet, and their ability to meet those standards. Supervisors will assess the same issues. After completion of the Orientation period, Orientation Employees generally will receive a formal or informal performance review. A pay review does not accompany this evaluation.

The satisfactory completion of the Orientation period by Employees should not be construed as creating a contract of employment, altering Employees "At-Will" status or guaranteeing employment for any specific duration.

### **2.13.3 Performance Evaluations**

Success and advancement at Roche Harbor depends on you as well as our general business success. The performance elements to be assessed in your performance review include, but are not limited to ability, skill development, efficiency, versatility, safety, interpersonal skills, initiative, attitude and manner, and attendance. The performance review assists each Employee in taking the steps necessary to reach his or her desired performance level by indicating areas for continued education and improvement. Your Supervisor can provide this feedback to you. Performance evaluations may be verbal or in writing. If you feel that you need assistance that will help you to become a better Employee, please inform your Supervisor.

As a regular Employee, you generally will receive performance reviews at least once a year. Your Performance Review generally will take place on or near your anniversary date of employment. Performance Reviews may be given at other times during the year depending upon circumstances such as job transfers, merit increases, promotion, and performance issues. Seasonal Employees will receive an evaluation at least once during their term of employment.

### **2.13.4 Compensation Review**

The compensation review is designed to evaluate the pay of an Employee in regards to performance. Each Employee will be eligible for this review after one year of completed



service. Thereafter, the compensation review generally will occur on an annual basis. While we may not conduct a review in all instances or all years, we seek to maintain an equitable relationship among all positions and to pay employees at compensation levels comparable to those paid at companies or other competitive entities that are similarly situated.

Compensation adjustments generally are made on or around January 1 of each year. An employee who is hired on or after October 1 of the preceding year normally will not be considered for a compensation adjustment until January 1 of the year following the employee's first full year of service. No employee should expect a compensation adjustment in any particular year or situation. The General Manager and the HR Department perform the compensation reviews in consultation with other managers.

## **2.14 Employment Records**

Roche Harbor maintains several personnel files for each of its Employees.

The first is the general personnel file, which primarily contains the following information:

1. Address, telephone number, and emergency contacts;
2. Application and/or resume, reference letters or other material submitted with employment application;
3. Employment history, including titles and dates of positions held, salaries, dates and amounts of raises, bases for each salary raise, changes in status (e.g., full-time, part-time, temporary), bases for each change in status, resignations, and rehires;
4. Performance evaluations;
5. Records of disciplinary action (e.g., warnings, terms of probation, and terminations);
6. Group medical and dental insurance enrollment records;
7. General payroll information, including tax forms, personnel change notices, garnishments; and ----
8. Exit interview information.

The second is the medical information file which contains medical and genetic information and information concerning the Employee's worker's compensation claims. Information in the medical file may be disclosed only to the Employee, to person's given access by the Employee's written consent, or as otherwise allowed by state and federal law.

The third file contains only I-9 documentation and identification.

An Employee who wishes to review his or her personnel records should contact the Personnel Records Department. These records may be reviewed only in the presence of a designated Roche Harbor official. Personnel records are the property of Roche Harbor.

Where an Employee disputes information in his or her personnel file, the Employee may submit to the Personnel Records Department, a written request that the information be changed. If this request is denied, the Employee may request that a statement containing his or her correction or rebuttal be placed in the file. Such written requests should be addressed to the Personnel Records Department at the address provided below.

Information recorded in personnel files is important to you and Roche Harbor. If you move, change your name, change your phone number, or increase or decrease the number of dependents, notify your Supervisor. The information will be added to your Personnel Records profile. You should sign a new payroll information card (W-4) annually.

## **2.15 Release of Employee Information**

Except as otherwise deemed appropriate or necessary by Roche Harbor or as required by law, Employee information generally is kept confidential (i.e., not disclosed to the public). Generally, unless a party seeking such information provides authorization from the Employee, or in the event of a business need, only the following information will be released to inquirers: job title and verification of employment dates. Any Employee who wants Information about his or her employment to be supplied to another agency, such as a loan company, should send a signed written authorization and release to:

ROCHE HARBOR  
Attn: Personnel Records Department  
PO Box 4001  
Roche Harbor, WA 98250

Phone Number: (360) 370-7704

All inquiries concerning past or present Roche Harbor Employees should be directed to the Personnel Records Department.

## **2.16 Confidential and Proprietary Information**

### **2.16.1 Confidential Information**

Some Roche Harbor Employees work with information about costs, sales, computer software, and personnel data which the Company considers confidential and proprietary. Confidential and proprietary information concerning Roche Harbor's business which is not generally available to the public must not be disclosed to anyone outside the Company, either during employment or after termination. Such confidential and proprietary information includes, but is not limited to, the methods of conducting or obtaining business, business or operating plans, finances and financial information, legal affairs, employee compensation information, actual or potential guests lists or other guest related information, technical know-how, marketing strategy or any other proprietary information or confidences relating to the Company and its business or property. It applies to all Roche Harbor records, account records, and media and creative

resource information as well as to third-party information that Roche Harbor is expected to keep confidential.

Roche Harbor employees may not use this information to further their personal interest or that of any person or entity other than the Company and its clients/customers. Use or disclosure of these records or other confidential information for any purpose other than to directly benefit the Company will be cause for immediate termination and probable legal recourse.

### **2.16.2 Acquired Information**

Any information learned or developed by an Employee during the course of work is to be used solely for the benefit of Roche Harbor and, through the Company, for its guests. Such information may not be used in any other manner without the written approval of an authorized Roche Harbor Manager.

## **2.17 Conflict of Interest**

Roche Harbor maintains high standards in dealing with Employees, guests, and the general public. To avoid any actual or potential conflict of interest, the Company has developed the following policy about the acceptance of items of value from suppliers and others with whom Roche Harbor does business. This policy also covers conflicts of interest in connection with your employment.

### **2.17.1 General**

Employees and other persons acting on behalf of Roche Harbor must avoid all conflicts between their individual interests and the interests of Roche Harbor. Employees must not obtain a personal or financial interest, direct or indirect, in any contract, subcontract or agreement, or otherwise obtain a personal or financial benefit, that may be interpreted by management as creating a conflict of interest. This prohibition extends to contracts in which the Employee's spouse, minor child, dependent or their respective businesses' Employees may have a personal or financial interest, as well as benefits received by such persons. Employees must not speculate in materials, supplies, or services produced or purchased by Roche Harbor. Employees may not represent themselves as representing Roche Harbor when supporting political candidates. Finally, Employees must not take any action inconsistent with the Employee's fundamental duty of loyalty to Roche Harbor as his or her employer.

### **2.17.2 Supplier Relations**

Roche Harbor seeks business dealings with suppliers of merchandise, equipment, services and supplies which are lawful, fair and above board. Roche Harbor's priority is to concentrate its suppliers' efforts on delivering the best products and services at the lowest possible cost. Actions taken by Employees should be those that best serve the interest of Roche Harbor as a whole.

Good business relationships are the result of suppliers putting their financial efforts into lowering our cost of goods and services. Our best supplier related decisions are those made without the possible influence of supplier gifts and premiums which do not directly lower Roche Harbor

cost. We expect all of our employees who deal with suppliers to act consistently with these principles.

### **2.17.3 Gratuities**

Roche Harbor Employees and family may not accept gifts or entertainment with a value of more than fifty dollars (\$50.00) from any supplier, vendor or guests doing business with Roche Harbor. If an individual presses you to accept a gift exceeding fifty (\$50.00) dollars in value, you should thank him or her, but explain that Company policy prohibits the acceptance of such gifts. In the event that you receive a gift without your consent, you should inform your Supervisor. Any exception to this policy is to be approved by the General Manager. It is vital that any questions regarding this policy, as it pertains to a specific situation, be resolved through normal channels before taking action. See your Supervisor if you have any questions. Receiving an unauthorized gift or failing to return a gift at the instruction of Company management may lead to immediate disciplinary action, up to, and including, termination.

### **2.18 Outside Employment and Activities**

Roche Harbor does not prohibit Employees from holding employment or participating in activities outside the Company in addition to working with Roche Harbor. However, you might be asked to terminate or reduce your outside work schedule or activities in order to continue your Roche Harbor employment if the Company perceives that outside work interferes with your job performance or work schedule.

In accepting outside employment, you should consult with your Supervisor prior to accepting such employment and avoid any situation that will:

1. Negatively affect performance in your job at Roche Harbor, such as being too tired to perform effectively or a conflict in work schedules.
2. Compete with Roche Harbor. You may not work in any capacity for any employer offering goods or services that are actually or potentially competitive with those offered by Roche Harbor.
3. Give the appearance of or be in a conflict of interest situation, such as working for a company vendor when you may be in the position to influence the purchase of goods or services.

All salaried Employees should discuss outside employment activities with their Supervisor or the General Manager.

We expect you to tell us about any other paid jobs and to make sure that none of your outside activities, paid or otherwise, create any of the adverse situations noted above.

## **2.19 Teen Workers**

Employment of persons under the age of eighteen (18) is closely regulated by the U.S. Department of Labor and Washington State Department of Labor & Industries. Roche Harbor Employees under eighteen (18) are required to submit a signed Parent/School Authorization form annually to the Personnel Records Department, located at the back of the Hotel de Haro. Employment activities of such teen workers is restricted and closely regulated by existing child labor laws as defined by the Washington State Department of Labor and Industries.

## **3.0 REGULATION OF EMPLOYEE CONDUCT**

### **3.1 Attendance and Tardiness**

#### **3.1.1 Presence at Workstations**

We must be able to rely upon the regular and prompt attendance of all our Employees. Employees are expected to work all scheduled hours and are to be at their workstations, ready to work, at the beginning of their respective shift as well as at the end of designated break periods and lunch periods.

#### **3.1.2 Absences / Unsatisfactory Attendance**

An unsatisfactory attendance record, including reporting late, leaving work early, or taking meal periods in excess of allotted time, could lead to disciplinary action up to and including termination.

While illnesses occur and circumstances may happen that make it difficult to get to work, unless prior notification is impossible, you must notify your supervisor prior to the beginning of your normal workday about an absence or late arrival. When necessary, this may be done by a member of the Employee's family or by some person living in the Employee's place of residence.

We will consider your failure to call us and tell us about an absence a "no call, no show." While any no call, no show will generally subject you to discipline, three (3) days in a row of "no call, no show" will be considered a voluntary abandonment of your job. If this happens, we will treat you as if you have quit working for us and are no longer our employee.

If you are absent three (3) or more days because of a serious health condition or illness, or if the Company has reason to doubt the stated reason for your absence, Roche Harbor may require a written statement from your doctor confirming your condition and the need for medical leave of absence.

### **3.2 Alcohol, Drugs and Controlled Substances**

Roche Harbor has a continuing commitment to provide Employees with a safe, healthy and productive work environment free from the effects of alcohol, drug and controlled substance abuse. Such abuse affects job performance as well as Employee and guest safety. The purpose of this policy is to demonstrate Roche Harbor's commitment to deterring such abuse. This policy strictly prohibits the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the workplace, Employee housing or on Roche Harbor properties. Abiding by the terms of this policy is a condition of employment at Roche Harbor. Any violation of this policy may result in disciplinary action, up to and including termination of employment.

### 3.2.1 Definitions

**Controlled Substances:** For purposes of this policy, “controlled substances” include all chemical substances or drugs listed in any controlled substances acts or regulations applicable under any federal, state or local laws.

**Drugs:** For purposes of this policy, “Drugs” include all prescription and over-the-counter narcotics or medications that are not controlled substances.

**On the job:** For purposes of this policy, an Employee is “on the job” whenever he or she is:

- On Roche Harbor property, including parking lots.
- Driving or riding as a passenger in a Roche Harbor vehicle; or
- Conducting Roche Harbor business.

**Under the Influence** For purposes of this policy, an Employee is “under the influence” of alcohol, drugs, or controlled substances, if the Employee has any measurable alcohol, drugs, or controlled substances in his or her system and/or his or her normal physical or mental abilities or faculties have been affected by such substances.

**Essential Functions** For purposes of this policy, “essential functions” means the fundamental job duties of the employment position held by a specific Employee.

### 3.2.2 Prohibitions

The following represent violations of Roche Harbor policy and are expressly prohibited:

1. Except as provided otherwise in this section, Employees may not use or consume alcohol, drugs or controlled substances within four (4) hours prior to reporting to work or performing service, or otherwise report for work or perform service under the influence of any amount of such substances (even if such alcohol, drug or controlled substance was not consumed within four hours of reporting to work or performing service).
2. Employees may not distribute, sell or purchase alcohol, drugs, or controlled substances while on the job, even if the substance, which is the subject of the sale or purchase, is not actually possessed on the job.
3. The consumption of alcohol in moderate amounts is allowed at certain authorized company functions and in conjunction with approved “business entertainment” functions. Notwithstanding the consumption of alcohol, Employees are expected to act in a professionally appropriate manner at all times. Roche Harbor will reimburse Employees for reasonable transportation home (such as a cab) if they are under the influence of alcohol or cannot safely operate a vehicle from a Roche Harbor facility. It is the Employee’s responsibility to recognize that he or she should not be driving and to take advantage of this service.

4. Employees may use, consume or be under the influence of prescription drugs while on the job when taken pursuant to a valid physician's order, or over-the-counter drugs when taken as appropriate, only when there is no possibility that such use may impair the Employee's ability to safely perform his or her job or may adversely affect his or her safety, or the safety of other Employees. It is the Employee's responsibility to be aware of the effects of any medication that he or she may be taking and to be alert for any evidence of impairment.
5. Employees may not possess, use, consume or be under the influence of a controlled substance while on the job, except when: (1) under, and in strict accordance with, a physician's directions, and (2) such use will not impair the Employee's ability to safely perform his or her job or adversely affect his or her safety, or the safety of other Employees. It is the Employee's responsibility to be aware of the effects of any controlled substance that he or she may be taking, and to be alert for any evidence of impairment.

### **3.2.3 Criminal Convictions**

Any Employee convicted of a criminal violation occurring in the workplace and involving a controlled substance must notify his or her supervisor within five (5) working days of the conviction. As a result of such a conviction, Roche Harbor will take appropriate disciplinary action, up to and including termination.

### **3.2.4 Other Unacceptable Activities**

Roche Harbor will also take into account and may take any action it deems appropriate in response to any Employee conviction on a charge of illegal possession, use, distribution, purchase, or sale of any drug, controlled substance, or alcohol, where the Company concludes that such conduct could adversely affect the ability of an Employee to perform his or her job or other services. Likewise, Roche Harbor may take into account and may take any action it deems appropriate in response to any other off-duty conduct in the absence of a conviction where the Company has reasonable evidence of the commission of those acts and the Company concludes that such conduct could adversely affect the ability of an Employee to perform his or her job or other services.

### **3.2.5 Individuals with Chemical Dependencies**

Roche Harbor will treat individuals with a chemical dependency on alcohol, drugs or controlled substances as follows:

If an Employee currently suffers from dependency on alcohol or prescription drugs that have been taken pursuant to a physician's order, Roche Harbor encourages the Employee to seek treatment. Roche Harbor generally will take no disciplinary action against the Employee unless the Employee cannot perform the essential functions of his or her job with or without reasonable accommodation. Roche Harbor similarly encourages Employees with a current dependency on controlled substances or prescription drugs that have not been medically prescribed to that Employee to seek treatment. Employees who voluntarily request assistance in dealing with an alcohol, drug or other substance abuse problem may be granted an unpaid personal leave of



absence for the purpose of seeking treatment for such chemical dependency. Admission of an alcohol, drug or substance abuse problem is not, in itself, grounds for dismissal. However, nothing in this paragraph is designed to alter Roche Harbor's policies regarding the current use of controlled substances or drugs; Roche Harbor shall not be obligated to accommodate such employees on the job. In most instances, a drug, alcohol or substance abuse problem cannot be used to excuse performance difficulties.

Roche Harbor will also make reasonable accommodations for Employees who are recovering from a previous chemical dependency on alcohol, drugs or controlled substances, consistent with applicable law.

### **3.2.6 Testing**

Consistent with the requirements of state and federal law, employees are subject to drug and/or alcohol testing under the following circumstances.

***Pre-Employment Testing.*** All offers of employment may be conditioned on the prospective Employee receiving a negative result from a drug or controlled substance test. A sample that yields a positive result from a test administered pursuant to this or any other provision in this policy shall be tested a second time for the purposes of verification. A prospective employee that does not receive a negative result will not be hired.

***Reasonable Suspicion Testing.*** Consistent with the requirements of state and federal law, Employees who are reasonably suspected by Roche Harbor to have violated this policy may be subject to testing.

A positive result from a test administered pursuant to this or any other provision in this policy generally will be verified.

***Random Testing.*** Consistent with applicable law, Roche Harbor reserves the right to implement a random alcohol and controlled substances testing program. Refusal to consent to testing, non-cooperation or tampering with a drug sample, constitute a violation of this policy and will result in immediate termination of employment.

### **3.2.7 Confidentiality**

All information collected pursuant to this policy should be kept in confidence to the extent possible and revealed only when necessary or consistent with applicable law.

Nothing contained in this policy shall eliminate or modify Roche Harbor's right to terminate without notice any Employee at any time with or without cause.

## **3.3 Standards of Conduct**

All Roche Harbor Employees should be committed to Company Values, Company Standards, and Standards of Conduct. Roche Harbor's Values and Standards are based on respect for all individuals. Roche Harbor business decisions are guided by these standards:

While Roche Harbor prefers to keep rules and regulations to a minimum, the Company expects Employees to follow certain rules of conduct which are necessary to protect the interests and safety of all Employees and the Company. It is not possible to list all forms of behavior that are considered unacceptable in the workplace. While Roche Harbor can terminate you at any time with or without cause, the activities listed below are particular actions which, if engaged in while on duty, conducting Company business on Roche Harbor property, or while in attendance at a Company-sponsored event or activity, will likely result in discipline, up to, and including, termination. Roche Harbor property includes parking lots, company vehicles, and company owned or leased centers,

- Withholding pertinent information or providing false or misleading statements to management, verbally or in writing during the process of applying for employment or during the course of employment;
- Theft, deliberate destruction, abuse or unauthorized possession of Company property, or any other malicious or careless acts causing property damage, accidents or expense;
- Falsifying company documents and records such as time records, medical records, cash register tapes, accounting reports, expense reports, accident reports, personnel data, or other company documents and records;
- Discourteous/rude behavior to any guest, supplier, visitor to Roche Harbor, or co-worker;
- Incorrectly recording or reporting merchandise ordered, purchased, received, distributed, or sold / providing unauthorized discounts to friends, relatives, or guests.
- Failure to comply with safety or security policies and procedures, or other conduct endangering the life, safety or health of self or others;
- Fighting on Company premises or striking a Supervisor or any Employee;
- Refusing to follow the specific instructions of your supervisor or immediate supervisor;
- Failure, inability, or refusal to perform assigned duties or performing assigned duties in an unsatisfactory, careless or negligent fashion;
- Verbal or physical abuse, bullying, harassment of, or unlawful discrimination against co-workers or guests;
- Unauthorized use, release or disclosure of confidential information;
- Accepting unauthorized gifts or other items of value from suppliers or others with whom the Company does business;
- Habitual or unexcused absences or tardiness;
- Unprofessional conduct, including disorderly conduct, indecent language and immoral acts ;
- Making malicious, false or derogatory statements that may damage the integrity or reputation of the Company or its Employees;
- Dishonesty;

- Possession, sale, purchase, distribution, consumption, or being under the influence of alcohol, drugs, or controlled substances while at work in violation of Roche Harbor policy;
- Possession of firearms, ammunition, explosives or personal weapons of any kind on Roche Harbor property. Firearms shall be interpreted to include air rifles, Co2 pistols, BB/pellet guns, etc. Possession/firing of such weapons on Company property is prohibited;
- Tampering with company products, equipment, or facilities, including removing safety devices from equipment or facilities; de-activating smoke alarms, etc.
- Participation in illegal activities or violation of state, federal, or local laws and regulations, including but not limited to:
  - Wage/Hour (working off the clock)
  - Equal Employment Opportunity (EEO)
  - WISHA/OSHA/DOSH (work safety)
- Transporting unauthorized people in a company vehicle or operating Roche Harbor commercial vehicles without permission or the proper, valid drivers' license;
- Improper attire during work hours;
- Unauthorized taking of funds or charges against a Company account;
- Violation of Company policies or procedures;
- Misconduct of any kind not otherwise specified;
- Conviction of certain criminal offenses.

In general, Roche Harbor, in its discretion, will take appropriate disciplinary action, up to and including termination, when an Employee engages in a practice inconsistent with the policies and procedures or ordinary, reasonable, or common sense rules of conduct, or fails to perform job duties in an acceptable manner. Please consult with your supervisor if you have any questions about the general standards of conduct listed above.

This policy does not alter or change in any manner the fact that Employees at Roche Harbor are Employees At-Will and are terminable by Roche Harbor at any time, with or without notice or cause. NOTWITHSTANDING ANYTHING IN THIS OR ANY OTHER COMPANY POLICIES OR PRACTICES, WRITTEN OR ORAL, ROCHE HARBOR RESERVES THE RIGHT TO TERMINATE YOUR EMPLOYMENT AT ANY TIME, WITH OR WITHOUT NOTICE OR REASON.

### **3.4 Disciplinary Procedure**

Without alteration of the fundamental character of the at-will employment relationship or waiver of Roche Harbor's right to terminate Employees with or without cause, in many instances Roche Harbor will engage in a progressive disciplinary process. This process provides a number of

disciplinary options including, but not limited to, Verbal Warning, Written Warning, Performance Action Plan and Discharge. Verbal warnings will be documented for future reference.

**There is no requirement that the process be followed in any individual circumstance or that the process necessarily proceed at any particular step, i.e. verbal warning, etc.** Roche Harbor may decide that certain types of employee problems or infractions or certain circumstances (such as a generally poor performance, economic needs, etc.) may justify skipping steps in the disciplinary process, up to and including immediate termination.

### **3.5 Problem Resolution**

At times you may feel that situations have arisen with your job, other Employees, or guests with which you do not feel comfortable. Roche Harbor has found that a frank, open discussion between an Employee and his or her Supervisor is the best way to resolve these situations, problems or misunderstandings. In such instances Roche Harbor encourages you to follow the two-step procedure below:

1. Discuss the situation with your immediate Supervisor.
2. If you are unable to resolve the problem by speaking with your immediate Supervisor, or if the problem is of a personal or confidential nature related directly to your Supervisor (e.g. a harassment complaint), or if you are not comfortable discussing the matter with your supervisor, talk with the Human Resources Manager or Accounting/Administrative Manager.

Roche Harbor assures all of its Employees that they need not fear retaliation or sanctions for using the above review procedure to bring any problem to our attention.

## **4.0 EMPLOYMENT CLASSIFICATION**

### **4.1 General**

It is important that Employees understand the employment classification to which they belong. Employment classification determines the particular benefits for which an Employee may be eligible. Employment classification does not affect the terminable At-Will status of Roche Harbor Employees.

### **4.2 Exempt and Non-Exempt Status**

Upon hire, all Employees are classified in accordance with Federal and State Wage and Hour Laws, as either “Exempt” or “Non-Exempt” employees.

#### **4.2.1 *Exempt* (salaried).**

Employees are those who are paid a salary and are NOT entitled to compensation for overtime work in excess of forty (40) hours per week. Generally, this classification includes executives, professional employees, managers, outside sales representatives, and certain employees in administrative positions.

#### **4.2.2 *Non-Exempt* (hourly).**

NON-EXEMPT (hourly) Employees receive overtime compensation for hours worked in excess of forty (40) hours per week. This means that they are not exempt from (and therefore should receive) overtime pay. All hourly Employees are classified as Non-Exempt.

### **4.3 Full-Time Employees**

Roche Harbor, like most other companies, offers both full-time and part-time employment. The number of full-time positions available is limited and is determined by the needs of our business.

#### **Definition of Full-Time Status:**

You may achieve Full-Time status two ways:

- 1) You may be originally hired as a Full-Time (non-seasonal) employee. This is designated upon your original hire, OR
- 2) You may be originally hired as a Part-Time or Seasonal employee, IF you then work an average of at least 30 hours a week for at least 8 months and remain an employee (i.e. not terminated at the end of the season), THEN you will be awarded Full-Time status.
- 3) To remain as a Full-Time status employee, you must then maintain an average of 30 hours per week of employment over each subsequent 12 month period (work at least 1,500 hours per year).

Full-Time Employees will be expected to work the days of the week and hours of the day needed by Roche Harbor.

Full-time Employees are eligible for many Roche Harbor benefits. Your full-time hire date is generally used in determining your eligibility for these Roche Harbor Employee benefits. Eligibility for full-time benefits is automatically lost when an Employee leaves full-time status and goes to part-time status. Supervisors are responsible for ensuring that Employees are placed into proper employment status. Benefits are listed later in this Handbook.

#### **4.4 Part-Time Employees**

A regular part-time Employee in a designated part-time position typically works a schedule of less than thirty (30) hours per week. Roche Harbor generally will try to accommodate individual requests for certain days of the week and certain hours of the day. Due to business operating requirements, however, approval of these requests or a minimum or maximum number of scheduled hours cannot be guaranteed. While part-time Employees receive all legally mandated benefits (such as Workers' Compensation Insurance and Social Security), they are ineligible for some of Roche Harbor's other benefit programs.

Part-time Employees may be asked during busy periods, or due to other temporary operational needs, to work greater hours than their normal part-time schedule. .

**Seasonal Employees** are typically hired to work during the months of May through October. Seasonal Employees do not qualify for some of Roche Harbor's benefits.

#### **4.5 Orientation Employees**

Orientation Employees are those who have not yet completed the new Employee Orientation period. Orientation Employees receive all legally mandated benefits, but are ineligible for other Roche Harbor benefits while they remain on Orientation status. However, Employees who are serving a new Orientation period as a result of a transfer or promotion generally remain eligible for all benefits to which they would be entitled absent Orientation employee status. Like all other Employees, Orientation Employees are at-will Employees and remain at-will Employees even if they pass through the Orientation period.

#### **4.6 Job Descriptions**

Roche Harbor may establish job descriptions for certain positions. Job descriptions are an attempt to define the duties, responsibilities, minimum qualifications and salary for each Roche Harbor position. Job descriptions may be rewritten periodically. While attempts will generally be made to keep the job descriptions current, Employees should notify management when they believe that their job has changed such that the job description is no longer accurate.

## 5.0 HOURS OF WORK

### 5.1 Workweek

For payroll and accounting purposes, the workweek begins at 12:00 a.m. on Monday and ends at 11:59 p.m. on Sunday.

### 5.2 Workday

Employees at Roche Harbor work in different positions and in different areas within our Company. As a result, daily work schedules, as well as the number of daily work hours, will vary among Departments and Employees. Any particular employee's workday may begin or end at a time different from that of another Employee.

### 5.3 Employee Work Schedules

Company schedules run on a workweek of Monday through Sunday. Schedules are generally posted by noon on Thursday two (2) weeks in advance. All schedule changes must be approved by the Supervisor or other authorized person. There should be NO exceptions to this rule.

### 5.4 Time Keeping/Time Clock Procedures

Non-exempt (hourly) Employees are paid based on hours worked. Accordingly, non-exempt Employees must clock in on time and no more than 5 minutes later or earlier than scheduled. All non-exempt Employees are responsible for keeping their hours under 40 per workweek unless approved in advance by the Supervisor (except in those rare instances when advance approval is not possible).

The approved time card is the basis for your pay. If you make an error in recording your hourly time, do not make changes yourself. Contact your Supervisor to have the error corrected and approved as soon as it happens.

**Never do any work off the clock.** Every employee should be paid for all work he or she does. No one can require you to do work for which you are not paid. If you know of any employee who works off the clock, please tell the HR Department. Working off the clock is prohibited. This rule is in your best interest, please do not violate it thinking that you are doing the Company a favor.

**CLOCKING IN OR OUT FOR ANOTHER EMPLOYEE IS PROHIBITED. TAMPERING WITH OR FALSIFYING TIME KEEPING RECORDS IS GROUNDS FOR DISCIPLINARY ACTION, UP TO AND INCLUDING TERMINATION.**

All hourly Employees are required to clock out when leaving the Roche Harbor campus on personal business and clock in again upon returning. Personal business is designated as any business or personal activity not pertaining to the daily working of Roche Harbor. If you are leaving the campus during a lunch hour, you are required to clock out and clock in again upon your return. This includes returning to your employee housing unit for meal periods.

## **5.5 Meal and Rest Periods**

### **5.5.1 Rest Periods**

Except as otherwise provided by applicable law, non-exempt Employees are entitled to one paid ten (10) minute rest period during each four-hour work period. To the extent possible, rest periods will be provided in the middle of the work period. Employees must not be absent from their work beyond the allotted time. Where the nature of the work allows Employees to take intermittent rest periods equivalent to ten (10) minutes for each four (4) hours worked, formal rest periods will not be taken. Rest periods may not be used to shorten the workday or saved to be used as time off at a later date.

Roche Harbor believes that no-one can work successfully without a break, especially in a people oriented business such as ours. All Employees are, therefore, required to take a thirty (30) minute meal period after five (5) hours of work. This time will be deducted from the Employee's hours. On rare occasions, an Employee may not be able to take a meal break. In such situations, the Employee's manager must approve of this in advance.

### **5.5.2 Meal Periods**

Employees who work five (5) hours within a workday are entitled to an unpaid thirty (30) minute lunch period. Employees who work ten (10) hours, or more, in a workday are entitled to an additional unpaid thirty (30) minute meal period. Roche Harbor will make reasonable attempts to relieve Employees of all active responsibilities and restrictions during meal periods.

Mealtime taken on premises will be paid when it is taken in a working area, the Employee is on duty at that time, and the Employee's Supervisor authorizes it. If the meal period is taken off premises, or if the Employee is off duty at that time, the meal period will not be paid. Meal periods may not be used to shorten the workday or saved to be used as time off at a later date. Employees who are minors will be given breaks in accordance with state and federal labor laws.

## **5.6 Training Time**

Employee participation in internal Company meetings, lectures or training programs is subject to the prior approval of an Employee's supervisor. Attendance at external training or educational programs may be treated as working time in accordance with applicable law. Please inquire about whether it will be paid or unpaid before attending.

## **5.7 Overtime**

When necessary, Roche Harbor Employees will be called upon to work beyond their regular work hours. Generally, if possible, Employees will be given advance notice by their supervisor prior to overtime work. **All non-exempt Employees must receive approval from their Supervisors before working overtime.** In the rare instances where advance approval is not practicable, Employees should notify their Supervisor as soon as possible after the overtime has been worked.



As a general rule, and except as otherwise provided by the laws of Washington State, hourly Employees who are not exempt from overtime regulations according to the law are eligible for overtime pay. Overtime pay compensates you at a rate of one and one-half times (1 - 1/2) your regular hourly rate for actual hours worked in excess of 40 hours in one payroll week. For example, if you work 42 hours in one payroll week, you are paid your regular hourly rate for 40 hours and 1 - 1/2 times your hourly rate for two hours.

Vacation Time, Sick Leave, Holidays paid but not worked or any other hours paid but not worked will not be deemed actual working hours for purposes of computing overtime unless otherwise required by law.

Overtime compensation will be paid according to Washington State law. Check with your Supervisor if you have questions.

### **5.8 Attendance, Absenteeism and Punctuality**

Roche Harbor depends on the regular and prompt attendance of all of its Employees in order to serve our guests. It is critical that you report for all of your scheduled shifts ON TIME. Occasional tardiness and absenteeism may be unavoidable and excusable.

Frequent unexcused tardiness and absenteeism and/or failure to follow our notification requirements is not acceptable. Such conduct generally will result in poor Employee performance evaluations and discipline up to and including discharge.

When you fail to live up to your commitment, it is your fellow team members who must bear the burden of being under staffed. If you are sick or unable to report for work, you must notify your Supervisor at least one hour prior to the start of your shift. If the absence is unexpected, you are expected to notify us as soon as practicable.

## **6.0 COMPENSATION**

### **6.1 General Pay Practices**

Roche Harbor follows a pay philosophy that is based on pay for performance. At Roche Harbor, your base pay is tied to your individual accomplishment. Roche Harbor bases its pay practices on individual and Company performance as well as market competitiveness. To this end, Roche Harbor normally will attempt to maintain wage and salary levels that are competitive with those paid to Employees in similar positions at other companies in similar hospitality industries.

Your Supervisor will explain to you the Roche Harbor pay practices and your starting wage when you are hired. This includes the policy for pay increases, promotions, or changes in status. This practice is subject to change from time to time with or without advance notice. Roche Harbor generally will provide advance notice of any changes in your employment status or the Company pay practices if circumstances warrant such notice.

The following are Roche Harbor's pay practices under normal business conditions. These practices may be altered to reflect changes in the business environment or other operational needs.

### **6.2 Pay Period and Pay Days**

It is Roche Harbor's policy to issue paychecks on a one-week basis. Paychecks are distributed at Noon each Wednesday for the previous payroll period. Direct deposit is available upon request. Each Employee is responsible to notify the Payroll Department of any changes to their bank routing.

### **6.3 Payroll Deductions**

Roche Harbor makes payroll deductions as required by law, including FICA (Social Security), Federal Income Tax withholding, and Worker's Compensation. The federal income tax withholding is based on the Withholding Exemption Certificate (W-4 Form) each Employee files with the Company. If there is a change in the number of dependents an Employee wishes to claim, the Employee should submit a new W-4 Form to the Personnel Records Department with the appropriate revisions. Roche Harbor may also make deductions such as for garnishments as required by law.

Finally, eligible Employees may authorize payroll deductions for the costs of participation in Company benefit programs. Such authorization should be in writing.

### **6.4 Payroll Advances**

It is Roche Harbor's policy not to allow payroll advances.

## **6.5 Payroll Corrections**

Please review your paycheck carefully. Employees should bring any inaccuracies in payroll or other benefits to the attention of their Supervisor and notify the Payroll Office immediately so the necessary corrective action can be taken.

## **6.6 Lost or Stolen Paychecks**

Employees should report lost or stolen paychecks to their supervisor immediately. Supervisors can then notify the Payroll Department, which in turn can attempt to put a stop-payment order on the check. If the Payroll Department is able to do so, Roche Harbor will then issue another paycheck. Unfortunately, Roche Harbor is unable to take responsibility for lost or stolen paychecks and, if the Payroll Department is unable to put a stop-payment order on the check, the Employee must bear the responsibility for the loss. There will be a \$25 charge for a stop-payment order. Your paycheck is valid for ninety (90) days. If a re-issue is necessary after 90 days, the Employee is responsible for the stop-pay charge.

## **6.7 Expense Reimbursement**

When properly authorized, Employees may be reimbursed for the costs of certain business-related expenses. Requests for reimbursement must be made in advance and in writing to supervisors. After approval, requests for reimbursement must be submitted to the Company no later than thirty (30) days after the expense is incurred. Requests must be supported by receipts and include other related information, including the purpose of the purchase, trip or activity, a copy of expense approval, the date of the purchase, trip or activity, and the program to which the expense should be charged.

## **6.8 Employee Discounts:**

Upon completion of your Orientation period and becoming a regular full time, part-time, or seasonal Roche Harbor employee you will become eligible for certain employee discount privileges for purchases made by you and for your personal use only.

You will be issued an employee discount card to be used on the Resort during the course of your Roche Harbor employment. You must present the card in order to receive your employee discount. Discounts are not given in The Company Store.

If your card is lost or stolen, you must report this immediately to the Payroll Department so the card can be deactivated. We will replace one (1) card only at no charge to the employee. Further replacements will be at the cost of \$25.00 to the employee. Your card must be turned in to the Payroll Department upon leaving employment at Roche Harbor. If not, there will be a \$25.00 deduction from your final check.

Applicable employee discounts are as follows: **Note:** Food & Beverage discounts are limited to “Employee plus guests on one single check and **exclude** alcohol purchases:

- 35% Lime Kiln Café

- 20% Beechtree Espresso
- 20% McMillin's Dining Room
- 20% Madrona Bar & Grill
- 20% Sportswear / Louella's Gift Shop
- 20% Afterglow Spa (products & services)
- 20% Dominique's House (no discount on Spirits)
- 25% San Juan Outfitters (whale watch / sea kayak services)

When using your discount benefit please keep in mind that it is a privilege extended to you for your personal use only. It does not apply to family members, relatives or friends. Allowing someone else to use your discount, purchasing merchandise for resale, or purchasing for a friend with re-payment to you later, is a violation of Roche Harbor policy that may result in loss of your discount privilege or termination of employment. Roche Harbor reserves the right to change, suspend, or cancel the Employee discount benefit, or any part of it, at any time, without prior notification. If you have questions concerning use of the discount privilege, or propriety of discounted purchases, please see your Supervisor or the Human Resources Manager.

**Please note:** San Juan Outfitters is a privately owned company and is not owned by Roche Harbor. Discounts granted to Roche Harbor employees are a privilege based on "space available". Courtesy and respect for their guests is expected and the responsibility of all Roche Harbor employees granted this discount privilege.

## **7.0 BENEFITS**

As an employee of Roche Harbor you are eligible for numerous benefits. Aside from the enjoyable work environment and the many friendships you will begin here, listed below are some of the included benefits.

The Employee benefits summarized in this Handbook are maintained for the exclusive benefit of our Employees. These benefits are established with the intent that they will be maintained for an indefinite period of time. Nevertheless, Roche Harbor reserves the right to change premium values, change Employee costs, and to otherwise amend or discontinue such plans at any time, for any reason, financial or otherwise.

Roche Harbor or the plan trustee has the sole discretion to interpret the applicable benefit plan and decide benefit claims. Any dispute relating to any term, condition or provision of any Employee benefit plan will be subject to review by the plan administrator. The decision of the plan administrator will be final and binding. Any decision of the plan administrator that is not arbitrary and capricious shall be upheld by a court of law.

Roche Harbor shall have no liability for the failure or refusal of an insurance carrier to honor an Employee's claim or to pay benefits. Employees should refer to the formal plan documents or summary plan description for more specific details by contacting the Human Resources Department or the Accounting / Administrative Office Manager.

### **7.1 Types of Benefits**

#### **7.1.1 Statutory Benefits**

Roche Harbor provides industrial insurance, unemployment compensation insurance and contributes to the Federal Social Security Program (FICA). These statutory benefits are provided to all Employees in accordance with the requirements of applicable law.

#### **7.1.2 Time Away From Work**

Employees may be eligible for paid, partially paid, or unpaid time away from work as outlined in this Section.

#### **7.1.3 Insurance**

Employees may be eligible for paid, partially paid, medical and dental benefits.

## 7.2 Time Away From Work

### 7.2.1 Vacation Eligibility

Regular full-time Employees are eligible for Insurance and Vacation benefits.

1. **Vacations:** Vacation time is earned and accrued based on years of service and hours worked.

Eligible regular full-time Employees are entitled to paid vacation time according to years of continuous service with the Company. Vacation time is earned at the following rates, based on years of service and hours worked each year:

| Years of Service    | Vacation hours earned in a<br>2, 000 hour year<br>(Days/Hours) |           | Hours earned per hour of work |
|---------------------|--|-----------|-------------------------------|
| Up to 2 Years       | 5 days   | 40 hours  | .02 hours<br>vacation earned  |
| 2 Years to 5 Years  | 10 days  | 80 hours  | .04 hours<br>vacation earned  |
| 5 Years to 10 Years | 15 days  | 120 hours | .06 hours<br>vacation earned  |
| Over 10 Years       | 20 days  | 160 hours | .08 hours<br>vacation earned  |

Vacation time earned, but not used, MAY BE carried over from one year to the next.

Cash payment rather than vacation time off will not be authorized.

Employees cannot receive vacation, sick leave, or holiday pay simultaneously for the same day(s).

2. **Vacation Scheduling & Use.** Vacations may be taken on a week-long or day-long basis. Employees eligible for more than two weeks of vacation in one year may not schedule more than two weeks consecutively without the approval of their supervisor. Employees must submit requests for vacation time to their supervisor in writing and generally at least **one month in advance** of the intended start date of that vacation and prior to the time the next month's work schedule is made.

Vacation requests will be considered on a first come, first served basis. In situations where two or more Employees simultaneously submit requests for vacation time during the same or an overlapping period and the Company cannot grant both or all requests, seniority will control if the situation cannot otherwise be resolved. Roche Harbor will make an effort to grant vacation requests made at popular times of the year (e.g., around major holidays) on a rotational basis. Roche Harbor reserves the

right to adjust vacation schedules at its sole discretion to meet the needs of our operations.

- 3. *Emergency Use of Vacation.*** In certain emergency circumstances, vacation may be taken without advance notice. Such emergency circumstances generally must meet the requirements for leave under our Family Care Leave, the Family and Medical Leave, Workers' Compensation, Spousal Military Leave, or the Disability Accommodation policies in order to be taken without pre-approval. Any emergency leave, or leave taken pursuant to another policy, such as Family and Medical leave, must satisfy the general requirements of the other policies, such as medical certification, Fitness for Duty Release, etc., even if vacation time is used.

If vacation is used on a non-emergency basis for leave, and the reason for the leave is illness or injury, then the medical certification and scheduling provisions of the sick leave policy or other applicable policies must be followed. If the leave was related to your own serious health condition, you will be required to provide us with a certification from your health care provider certifying your fitness to return to work [and that you are able to perform the essential functions of your position].

- 4. *Compensation upon Termination.*** Employees who voluntarily terminate their employment with Roche Harbor will be compensated for any unused vacation time that is vested as of their resignation notice, provided that they give the Company timely notice of their resignation, and they are not resigning to avoid involuntary termination. Notice is considered timely if it is provided at least two (2) weeks in advance. Roche Harbor reserves the right to accept the Employee's resignation and to assign a different last day of employment within such notice period. Employees who are involuntarily terminated or who do not provide timely notice will not be compensated for unused paid vacation time unless otherwise provided by law. Roche Harbor will comply with state and local ordinances on termination pay.

### **7.2.2 Holidays**

Roche Harbor is open on all holidays (except Christmas) you may be asked, or expected, to work on holidays according to your department's schedule. Roche Harbor considers a holiday to be a regular work day in the best interest of serving our Guests.

### **7.2.3 Sick Leave**

Salaried employees who have successfully completed their initial ninety (90) day probationary period are eligible for up to a maximum of five (5) sick days per year. Sick leave may not be carried over to the next year. Sick Leave will begin on January 1 and end on December 31.

Sick leave may only be used due to your own illness or injury, or the illness/injury of your child, spouse, registered domestic partner, parent, parent-in-law, grandparent or covered military service member as provided in our Family Care and Family and Medical Leave policies, domestic violence leave or for spousal or domestic partner military leave as explained in our military leave policy. Roche Harbor reserves the right to require a doctor's statement or other verification that the Employee, an immediate family member, or a member of the Employee's

household was ill while the Employee was on sick leave. Roche Harbor may also require a doctor's statement regarding any limits on the Employee's physical ability following a prolonged absence, and the duration of those limits. Sick leave is not available while the Employee is on vacation, holiday or other leave and will not be paid out to Employees upon termination. DUE TO THE HIGHLY SEASONAL NATURE OF ROCHE HARBOR'S BUSINESS OPERATION, HOURLY, TEMPORARY, OR PART-TIME EMPLOYEES ARE NOT ELIGIBLE FOR PAID SICK LEAVE.

Roche Harbor is committed to complying with all state & federal regulations applying to Maternity Leave; Family and Medical Leave (FMLA); Family Care Leave, and the Military Leave Act of October 28, 2008. Details of the benefits under these regulations are posted on the bulletin board in the Accounting-Payroll Office area. Individual copies are available from the Accounting-Payroll Office.

#### **7.2.4 Maternity Leave**

If you are temporarily disabled due to pregnancy or childbirth-related medical conditions, then you are entitled to take a leave of absence for the period of temporary disability that is certified by your medical provider.

- 1. Notice.** You must notify us of your intent to use maternity leave as early as possible. This is especially true if your medical provider suspects that you will be temporarily disabled or need bed rest during your pregnancy. You must also notify us if, during your maternity leave, you decide not to return to work.
- 2. Medical Certification.** We require medical verification of your temporary pregnancy/ childbirth-related disability.
- 3. Pay.** Maternity-related disability leave is unpaid. If, however, you have accrued sick leave, vacation time, you will be paid until these accounts and/or benefits are exhausted. The remainder of the maternity leave is unpaid.
- 4. Benefits.** You do not accrue sick leave, vacation, or other benefits during any unpaid portion of your maternity leave. If your leave is also designated as family and medical leave, we will continue to pay our share of your health care premiums during the leave. You must continue to pay your portion. Otherwise, you will be responsible for paying for your medical benefits during any unpaid period of leave.
- 5. Coordination with Other Leaves.** If you choose, leave based on temporary disability due to pregnancy/childbirth may be taken in addition to family and medical leave. For example, if you are temporarily disabled due to childbirth for six (6) weeks after delivery, and you are eligible for a full twelve (12) weeks of family and medical leave, you could choose to take six (6) weeks of pregnancy related disability leave and then your family and medical leave to care for your newborn. Refer to the Family and Medical Leave policy for further details and requirements.
- 6. Return from Leave.** Unless there is a specific business necessity preventing you from returning to your job (such as your job was eliminated), you are entitled to



return to the same job (or similar job at the same rate of pay) after you complete your leave. If you are returning to work after taking temporary disability maternity leave, you will be required to provide us with a release from your medical provider certifying your fitness to return to work.

### **7.2.5 Breaks and Facilities for Breastfeeding Employees**

In accordance with applicable law, we grant breastfeeding employees unpaid breaks and a private location in order to express breast milk while at work.

Breastfeeding employees will receive reasonable, unpaid break periods that are necessary for the expression of breast milk. Breastfeeding employees will also be provided a location shielded from view and free from intrusion, which is not a restroom, in which to express breast milk.

We request that employees provide notice of their need for such breaks as soon as possible, including the frequency and duration of breaks the employee anticipates will be necessary to accommodate their need to express breast milk. Such notice is necessary to ensure the availability of a private location for the employee's use, to determine the reasonable break periods necessary, and to minimize any disruption of our operations. Employees are requested to provide prompt notice of any change to their need for breaks, including when such need ends.

Breastfeeding employees are entitled to reasonable breaks and a private location for expression of breast milk for up to 12 months following the birth of their child.

### **7.2.6 Family and Medical Leave (FMLA)**

If you have been employed for at least 12 months without a break in service of seven or more years not due to certain military service, worked at least 1,250 hours during the twelve-month period before your leave commences (about 24 hours per week), and work at a location that has at least 50 employees within a 75-mile radius you are entitled to time away from work under the Family and Medical Leave Act:

- A. Due to your own serious health condition (“medical leave”);
- B. To care for your child, spouse or parent with a serious health condition or, under the Washington State Family Leave Act, you may be entitled to separate leave to care for a registered domestic partner with a serious health condition (“medical leave”);
- C. To care for a newborn, adopted or foster child within 12 months after the date of birth or placement (12 weeks total if you and your spouse both work for us) (“family leave”);
- D. In the event of a qualifying exigency arising from the fact that a spouse, son, daughter, or parent of the employee who is in or is retired from the Armed Services (including the National Guard or Reserves), is on active duty or has been called to active duty in a foreign deployment (“military exigency leave”); or

- E. To care for a covered military service member (including certain veterans) if you are the service member's spouse, son, daughter, parent, or next of kin while the service member is undergoing treatment, or is on the temporary disability retired list for a serious injury, or illness incurred in the line of duty, while on active duty ("military caregiver leave").

See *Definitions*, Paragraph 11 of this Section 7.2.6, for more detail on the meaning of such terms as serious health condition, child, parent, qualifying exigency, covered servicemember, serious illness or injury and next of kin.

1. ***Twelve-Month Period.*** The calculation of whether you have FMLA leave remaining will be measured as a "rolling" 12-month period determined retrospectively on an individual basis each time you use any leave (i.e., rolling back 12 months from the date that you wish to commence leave). For military caregiver leave, the 12-month leave usage period begins on the date military caregiver leave is first taken.
2. ***Duration of Leave.*** Medical, Family Leave or Military Exigency Leave may be taken for a total of twelve (12) weeks in every twelve-month period.<sup>1</sup> Military Caregiver Leave may be taken for up to twenty-six (26) weeks in a single twelve-month period that commences on the date the leave is first taken; provided, however, that any leave taken within the twelve-month military caregiver period for Federal Family, Medical or Military Exigency Leave shall count against the total twenty-six week allotment.
3. ***Notice.*** You must give us notice of your desire to use family, medical, military exigency or military caregiver leave. In all cases you must provide notice as soon as possible and practical after you learn of your need for such leave.

When you know of your need for leave in advance, except in unusual circumstances, we expect reasonable advance notice either on the day you learn of our need for leave or the next business day. If you know of your need for leave more than 30 days in advance, we expect at least 30 days' notice. If your need for leave is unforeseeable then, except in unusual circumstances, you (or your representative if you are unable to give notice) must provide notice as soon as possible and practical (in accordance with our standard policies for providing notification of time off.) Your delay in providing notice may delay our ability to approve the leave and may result in the postponement or denial of your leave.

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<sup>1</sup> Family and Medical Leave will be considered leave under both the Federal Family and Medical Leave act and the Washington State Family Leave Act with three exceptions: (1) leave taken to care for a registered domestic partner will not be considered leave under Federal law and will not diminish the 12 weeks available under the Federal Family and Medical Leave act, (2) leave taken for an employee's own pregnancy-related disability will not be considered leave under State law and will not diminish the 12 weeks available under the Washington Family Leave Act, and (3) Military Exigency leave and Military Caregiver leave that does not also qualify as care for a family member with a serious health condition will not be considered leave under State law and will not diminish the 12 weeks available under the Washington Family Leave Act.

You must provide us with sufficient notice to allow us to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that you are unable to perform your job functions, a family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a healthcare provider, or the circumstances supporting military family leave.

If you are already approved to take FMLA leave for an FMLA-qualifying reason and need to request additional leave for the same reason, for example, you have been approved for intermittent FMLA leave, then to provide sufficient notice, each time you request leave for that FMLA-qualifying reason, you must either mention the FMLA-qualifying reason or request “FMLA” leave. Simply “calling in sick” is not sufficient notice of the need for FMLA leave and will not be considered FMLA leave.

To help process leave requests more efficiently, except in unusual circumstances you must use the “Request for Leave” form. This form is available from the HR Department and must be returned to the HR Department. For unexpected leave, you must complete a Request for Leave form as soon as possible.

If you are absent from work and do not comply with the notice procedures in this policy, you will likely be subject to the Company’s normal attendance policy rules. If you violate the Roche Harbor’s attendance policy rules, you may be subject to discipline, up to and including termination.

We have an obligation to inform you if your leave is eligible for FMLA leave, the information required for FMLA leave, and your rights and responsibilities. If you are not eligible for FMLA leave, we will provide you with written notice of at least a reason for your ineligibility.

Assuming that you are potentially eligible for FMLA leave, we will inform you if your leave has been, or will be, designated as FMLA leave, and if known at the time of initial designation, the amount of leave that will be designated as FMLA leave. If the amount of leave to be taken is not known, such as with some types of intermittent leave, then you can request that we provide you with a statement of the amount of FMLA leave that has been designated. If we determine that the FMLA leave that you requested is not FMLA protected, then we will notify you of this conclusion.

4. ***Certification.*** Before we can formally approve medical or military caregiver leave, you must provide medical certification of your serious health condition, the serious health condition of your family member, or the serious injury or illness of a covered servicemember. Human Resources can supply the appropriate form for you to use. Except in unusual circumstances we will expect you to return a completed medical certification to us within 15 days of our request. In some circumstances we may request an additional medical opinion at our expense.

Your failure to provide a timely, complete and sufficient medical certification, or to cooperate with inquiries to clarify, authenticate or verify a medical certification, may

result in a postponement or denial of your leave. We may require periodic re-certifications of a serious health condition.

Before we can formally approve military exigency leave, you must provide a copy of the member's active duty orders or other similar military documents. You must also provide a certification documenting the qualifying exigency and leave requested. Human Resources can supply a form for you to use. In addition, we may provisionally approve your leave while you are waiting for the orders and written certification. Except in unusual circumstances, we will expect you to return the orders and completed certification to us within 15 days of our request.

5. ***Scheduling of Leave.*** When the need for leave is based on a planned medical treatment, then we expect you to consult with us concerning the scheduling of leave and to make a reasonable effort to schedule your leave so that it does not unduly disrupt our operations.
6. ***Intermittent Leave.*** Your or your family member's doctor may determine that it is medically necessary for medical or military caregiver leave to be taken on an intermittent or reduced schedule basis (e.g., less hours worked per week). We will require specific certification of such medical need for intermittent leave, including periodic re-certifications for leave based on a serious health condition. In addition, military exigency leave may be taken on an intermittent or reduced schedule basis. We generally do not grant family leave on an intermittent for reduced schedule basis. During certain intermittent leave, such as, during leave due to planned medical treatments, we may find it necessary to transfer you on a temporary basis (with equal pay and benefits) to another position in order to maintain continuity and consistency within the affected work area.
7. ***Pay.*** Family, medical, military exigency and military caregiver leave is unpaid. If, however, you have accrued and unused time in your vacation account, you must use all such unused time during your leave. We will only require you to use accrued sick leave if you are taking medical or military caregiver leave for your own serious health condition or the serious health condition or serious illness or injury of certain family members. If you receive paid time off under workers compensation, that time generally will be concurrently designated as FMLA leave. When using any paid time off, you must follow the policies and procedures described in our vacation and sick leave policies unless we notify you that these requirements have been waived. Once you exhaust your paid leave, the remaining time off will be unpaid.
8. ***Benefits While on Leave.*** Roche Harbor will continue to pay its share of the Employee's healthcare premiums for the period of family and medical leave taken by an Employee. Any share of the healthcare premiums which are paid by the Employee prior to family and medical leave must continue to be paid by the Employee during the leave. You must continue to pay your share; failure to make timely payment could cause you to lose your health care coverage during your leave.

Vacation and other benefits do not accrue while the Employee is on unpaid family and medical leave.

9. ***Coordination with Other Leaves.*** If you are temporarily disabled due to pregnancy or childbirth, if you wish, you may take maternity leave for the length of your temporary disability *plus* the family and medical leave. See the Maternity Leave policy for more information.

If you are diagnosed with a disability that is unrelated to pregnancy, but prevents you from performing the essential duties of your job, and if your doctor requires you to be on leave for more than 12 weeks, you may be eligible for an extended leave of absence under our Disability Accommodation policy. See that policy for additional information.

If you are the spouse or registered domestic partner of a servicemember called to active duty, or if deployed, who is on leave during a military conflict, and if you regularly work 20 or more hours, you will be able to take up to fifteen days off per deployment (assuming you provide appropriate notice) even if you are not eligible for FMLA leave.

Under the Washington Family Leave Act you are entitled to up to 12 weeks of leave to care for a registered domestic partner with a serious health condition. Your eligibility for this leave will be determined in accordance with this family and medical leave policy. However, domestic partner medical leave will not be designated as federal FMLA leave.

Finally, remember that under our Family Care Leave policy, you may be able to use earned paid leave for a sick child or family member with a serious health condition even after you have used your 12 weeks of family and medical leave.

10. ***Return from Leave.*** In most circumstances, you can return from approved family and medical leave to your former position or an equivalent position with equal pay and benefits. If you fail to return, unless it is related to medical or other reasons not within your control, we may seek reimbursement of insurance premiums we paid during your leave. In certain limited circumstances, in accordance with applicable law, certain key employees may be denied reinstatement. If that is a possibility, you will be informed that you are considered a key employee at the time of your request for FMLA leave (or the commencement of leave, if earlier), and provided further information.

If the leave was related to your own serious health condition, you will be required to provide us with a certification from your health care provider certifying your fitness to return to work and that you are able to perform the essential functions of your position. Human Resources can supply a fitness-for-duty form for you to use.

This policy does not provide any greater rights than if you had been continuously employed.

## 11. *Definitions.*

For purposes of medical leave, a “**serious health condition**” is defined as any illness or injury that involves:

- (a) In-patient care in a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care.
- (b) Any period of incapacity or disability due to pregnancy or childbirth, or any period of absence for prenatal care.
- (c) A chronic condition which requires periodic visits (at least two times per year) for treatment by a health care provider; continues over an extended period of time (including recurring episodes of a single underlying condition); and may cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes and epilepsy).
- (d) A condition which incapacitates the person for more than three consecutive days and requires in-person treatment at least once within seven days of the beginning of the incapacity and at least twice within 30 days of the beginning of the incapacity, in the judgment of a health care provider.
- (e) A condition which incapacitates the person for more than three consecutive days, requires in-person treatment at least once within seven days of the beginning of the incapacity, and requires a course of continuing treatment.
- (f) A permanent or long-term incapacity due to a condition for which treatment may not be effective. Examples of qualifying conditions include Alzheimer’s disease, a severe stroke or terminal stage of a disease. The employee or family member must be under the continuing care of a health care provider, but need not be receiving active treatment; or
- (g) Any period of absence to receive multiple treatments either by, or upon referral by, a healthcare provider for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive days in the absence of medical intervention or treatment.

*Note:* For purposes of this definition, “incapacity” and “incapacitates” mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery therefrom.

For purposes of medical leave and family leave to care for a child:

- (a) A “**child**” is a biological, adopted or foster child, step-child, legal ward, or child for whom the employee has long-term, day-to-day care responsibility whether or not any legal or biological relationship exists. The child must be under 18 years

of age, unless he or she is incapable of self-care due to a mental or physical impairment.

- (b) A “**parent**” is a biological, adopted or foster parent, step-parent, or person who had long-term, day-to-day care responsibility for the employee when the employee was a child whether or not any legal or biological relationship exists.

For purposes of military exigency and caregiver leave:

- (a) A “**child**” is a biological, adopted or foster child, step-child, legal ward, or child for whom the employee has or had long-term, day-to-day care responsibility, and who is of any age.
- (b) A “**parent**” is a biological, adopted or foster parent, step-parent, or person who had long-term, day-to-day care responsibility for the employee when the employee was a child.

For purposes of military exigency leave, a “**qualifying exigency**” is defined as:

- (a) Any issue arising from a covered member of the armed forces being notified of a call or order to covered active duty seven or fewer days before the date of deployment. Leave for this purpose may be used within the seven days beginning with such notice;
- (b) any official ceremony, program, or event sponsored by the military related to a covered military member’s active duty or call to active duty status, or any official ceremony, program, or event sponsored by the military in the 90 days after the end of the member’s covered active duty status, such as an arrival ceremony or reintegration briefing;
- (c) family support or assistance programs and informational briefings sponsored or promoted by the military, a military service organization or the American Red Cross that are related to a covered military member’s active duty or call to active duty status;
- (d) arranging alternate childcare for a covered military member’s child if covered active duty or a call to active duty requires a change in childcare, or, providing urgent and immediate childcare to a covered military member’s child when the need for such care arises from the covered active duty or a call to active duty;
- (e) enrolling or transferring a covered military member’s child to a new school or day care if covered active duty or a call to active duty of that member requires such enrollment or transfer, and meeting with school or day care staff concerning a covered military member’s child if such meetings are necessary due to circumstances arising from the member’s covered active duty or call to active duty;

- (f) making financial and legal arrangements to address a covered military member's absence on covered active duty or a call to active duty, or acting as the member's representative before government agencies to obtain military service benefits while the member is on covered active duty or call to active duty and for 90 days after the end of the member's covered active duty status;
- (g) Attending counseling for a covered military member, or that member's child, if the need for counseling arises from covered active duty or a call to active duty. This counseling must be provided by a health care provider other than the employee's own health care provider;
- (h) Spending time with a covered military member on short-term, temporary, rest and recuperation leave during deployment. An employee may take five days of leave for this purpose for each rest and recuperation period;
- (i) Any issue arising from the death of a covered military member while on covered active duty status.
- (j) Another event not identified above arising from a covered military member's covered active duty or a call to active duty by voluntary agreement between us and the employee. For an event not identified above, we must agree that the event is a qualifying exigency and agree on the timing and duration of the necessary leave prior to the commencement of such leave.

For purposes of military caregiver leave:

- (a) A **“covered service member”** is:
  - (1) a member of the armed forces, including a member of the National Guard or Reserves, who is (i) undergoing medical treatment, recuperation, or therapy, (ii) assigned to a military medical treatment facility as an outpatient or a command unit for members receiving outpatient care or (iii) otherwise on the temporary disability retired list for serious injury or illness. Members on the permanent disability retired list are not covered servicemembers.
  - (2) a veteran of the armed forces, including the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy and who served in the armed forces at any time in the five years preceding that treatment, recuperation, or therapy.
- (b) A **“serious injury or illness”** to a member of the armed forces means an injury or illness incurred by the member in the line of duty on active duty in the armed forces (or that existed prior to active duty but was aggravated by service in the line of duty on active duty) that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating. A **“serious injury or illness”** to a veteran of the armed forces means a qualifying injury or illness incurred in the line of duty on active duty in the armed forces.



- (c) “**next of kin**” is one or more of a covered service member’s blood relatives from just one of the following groups, in this order of preference: (1) a single blood relative designated by the service member as next of kin in writing, (2) any blood relative with legal custody of the service member, (3) brothers or sisters, (4) grandparents, (5) aunts or uncles, and (6) first cousins.

**Complaint Procedure.** We take our FMLA obligations seriously. Roche Harbor is committed to ensure that we do not interfere with, restrain, or deny the exercise of any right provided under FMLA. If you believe that this policy has been violated, then you are strongly encouraged to bring any concerns to our attention using the complaint procedure contained in our Complaint Procedure policy. There will be no retaliation or discrimination against anyone who opposes any practice made unlawful by the FMLA or for involvement in any proceeding under or related to the FMLA.

### **7.2.7 Disability Leave.**

You may be eligible for disability leave if you have a disability that substantially limits a major life activity. Other requests for reasonable accommodation besides leave are addressed in our Individuals with Disabilities Policy. Eligibility for this type of leave normally depends on whether it is medically required as a reasonable accommodation, whether it would impose an undue hardship on us, and whether other alternative reasonable accommodations for the disability exist.

**Request for Accommodation.** If you seek time off from work as a disability-related accommodation, you must present a request for leave to the HR Department as early as possible after you learn that the leave will be necessary.

**Medical Verification.** Generally, you must provide verification that (a) you have a disability that prevents you from performing an essential function of the job (i.e., a task that is fundamental to the job), and (b) a leave of absence is medically necessary.

**Periodic Updates.** During the course of the leave, we will require updates on your condition and information about expected return dates.

**Pay.** Disability leave is unpaid. If, however, you have accrued sick leave, vacation or you are eligible for short-term or long-term disability leave, you will be paid until such accounts and/or benefits are exhausted. The remainder of your leave will be unpaid.

**Benefits.** You do not accrue sick leave, vacation, or other benefits during any unpaid portion of your leave. If your leave is also designated as family and medical leave, we will continue to pay our share of your health care premiums during the leave. You must continue to pay your portion. Otherwise, you will be responsible for paying for your medical benefits during any unpaid period of leave.

**Scheduling of Leave.** When the need for leave is foreseeable, then we expect you to consult with us concerning the scheduling of leave and to make a reasonable effort to schedule your leave so that it does not unduly disrupt our operations.

**Coordination with Other Leaves.** Where appropriate, leave under this policy also will be designated as family and medical leave.

**Return from Leave.** Assuming that your original position still exists, you generally will be entitled to return to the position so long as you can perform the essential functions of the job (with reasonable accommodation, if necessary). You will be required to provide us with a certification from your health care provider certifying your fitness to return to work and that you are able to perform the essential functions of your position. Human Resources can supply a fitness-for-duty form for you to use. If you cannot perform the essential functions of your original position, you may be entitled to return to another vacant position for which you are qualified. Prior to returning to work, you will be required to provide us with a release from your medical provider certifying your fitness to return to work.

### **7.2.8 Family Care Leave**

This policy allows you to use your accrued paid leave (such as vacation or sick leave) for certain “family care” purposes as defined in this policy. It does not provide you with any additional paid leave even though it will be paid due to use of paid leave such as vacation or sick leave.

If you have accrued and unused time in your sick leave or vacation account, you can use this time to take a paid leave from work (A) to care for a sick child that requires treatment or supervision, or (B) to care for a spouse, registered domestic partner, parent, parent-in-law or grandparent who has either a serious health condition or an emergency medical condition.

Employees are required to provide as much advance notice of the need for such leave as possible. For the purposes of this policy, “child” means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is (A) under 18 years of age, or (B) 18 years of age or older and incapable of self-care because of a mental or physical disability.

If your child is sick and needs treatment or supervision, or if any family member noted above has a serious health condition or emergency medical condition, you can choose to use available time in any of your paid leave accounts to take care of that family member. You can also choose what type of paid leave you wish to take first. You must, however, be eligible for the paid leave under the terms of the leave policy. (For example, if you were a new employee and had to wait six (6) months before using any accrued leave, that leave would not be available to you.) Similarly, if you have used up your paid leave, then you would not be eligible to take family care leave under this policy.

### **7.2.9 Military Duty Leave**

**Leave.** In accordance with applicable law, Roche Harbor will grant eligible employees an unpaid leave of absence as required for military service or training.

**Notice.** Employees must provide written notice at least thirty (30) days in advance of the anticipated start of such duty or training, or as soon as practicable.

**Pay.** Military leave is unpaid, but all employees may use any available vacation time for military leave. If an exempt employee provides services to the Company for only a portion of the work week due to an absence for military service or training, the exempt employee will be compensated for the full work week. In such case, any military pay received for any normal workdays will generally be offset against the salary due.

**Benefits.** Employees who serve for more than thirty (30) days will become responsible for the full cost of health benefits at the end of that month, and must indicate their intention to continue coverage. Employees who serve for thirty (30) days or less will have continued medical and dental coverage as if they had never gone on leave.

The accrual of other benefits, such as vacation time and sick leave, will be suspended while the employee is on unpaid leave and will resume upon the employee's return to active employment.

**Re-employment.** Employees returning from active duty must apply for reemployment in accordance with applicable state and federal laws. If eligible for reinstatement, efforts will be made to return employees to their previous position or the position he/she would have had, had he/she not taken time off for military service in accordance with applicable law. Returning employees will be treated as though they were continuously employed for the purpose of determining benefits based on length of service, such as vacation accrual.

**A. Call-up or Leave of Spouse or Domestic Partner during Military Conflict.**

We also grant employees an unpaid leave if their spouse or registered domestic partner who is a member of the Armed Forces of the United States, the National Guard, or the Reserves has been (a) called for or ordered to active duty or (b) if deployed, receives notice of leave during a period of military conflict. A period of military conflict includes periods when a war or national emergency is declared.

**Length of Leave.** Eligible employees may take up to fifteen (15) days of unpaid leave per deployment. You do not have to take all of the leave at the same time. Eligible employees include employees who, on average, perform twenty (20) or more hours of work per week.

**Notice.** To be eligible for leave, you must notify us of your intention to take leave within five business days of receipt of notice giving rise to the leave.

**Pay.** Leave is unpaid. However, you have the right to use any accrued paid leave (vacation or sick leave) for all or part of the leave. You are responsible for letting us know whether you wish to use paid leave and what leave you wish to use.

**Re-Employment.** Upon return from leave, you will be restored to the same or an equivalent position. Provided, however, your leave does not provide you with greater rights than you would have received had you been continuously employed.

**B. Military Exigency and/or Military Caregiver Leave.** If you are eligible for FMLA leave (see FMLA policy to determine eligibility), then you may also be entitled to additional leave arising from the fact that (a) your spouse, son, daughter, or parent who is in the Armed Forces (including the National Guard, Reserves, or is retired from the Armed Forces) is

on active duty or has been ordered to active duty in the armed forces in a foreign deployment, or (b) to care for a covered military service member (including a veteran who served at some time in the past five years) if you are the service member's spouse, son, daughter, parent or next of kin while the service member is undergoing treatment or is on the temporary disability retired list for a serious injury or illness incurred or aggravated in the line of duty while on active duty. See FMLA leave policy for more details.

#### **7.2.10 Jury Duty Leave**

At some point, many of us will be required to fulfill our duties as a citizen by completing jury duty. Consistent with applicable law, all Employees, including non-benefited non-exempt Employees, will be granted unpaid leave for the period of time that they are required to serve on jury duty. Exempt Employees may be compensated for any workweek during which they provide services to the Company. Employees may also be granted unpaid leave to serve as a witness in court. When notified of jury duty or witness service, the employee should provide their Supervisor and the Personnel Records Department with documentation of service and rate of pay per day.

Employees requesting jury duty or witness leave should inform their Supervisor immediately upon notification of jury duty. Employees are expected to report to work during those periods when they have no court responsibilities. Exempt Employees should discuss the matter with their Supervisor prior to reporting to work during periods when they have no court responsibilities. The Company may also require proof of service when the period of jury or witness duty is completed. Roche Harbor reserves the right to file an objection to any Employee's selection for jury duty if hardship to the Company will result.

#### **7.2.11 Bereavement Leave**

In the unfortunate event that an immediate family member passes away, Roche Harbor will grant bereavement leave. Unpaid leave will be granted to regular employees for a period of up to three working days for all times within the three day period that such Employee was scheduled to work.

Employees should notify their supervisor of the need for bereavement leave immediately. Members of the immediate family are defined as: spouse (i.e., husband, wife or domestic partner), son, daughter, father, mother, brother or sister.

#### **7.2.12. Domestic Violence Leave**

In accordance with applicable law, Roche Harbor will grant eligible employees who are the victims of domestic violence, sexual assault, or stalking, a reasonable or intermittent or reduced schedule of unpaid leave of absence to take care of legal or law enforcement needs or to get medical treatment, social services assistance or mental-health counseling or take other actions designed to increase the victim's safety. This leave is also available to employees who need to help family members obtain treatment or seek help when they are the victims of domestic violence, sexual assault, or stalking.

For this leave, family is defined as spouse, registered domestic partner, children, parents, parents-in-law, grandparents and a person with whom the employee has a dating relationship. If leave is requested to assist a family member, we may require verification of the familial relationship.

When you request leave under this policy we require you provide timely verification of a leave qualifying event. The verification must show that 1) you or the eligible family member is a victim of domestic violence, sexual assault or stalking and 2) the leave is requested for a purpose listed in the first paragraph of this policy. Acceptable verification includes a written statement by you or documentation from a professional from whom qualifying assistance was sought such as the police, the court, your attorney, clergy, or a medical provider.

In accordance with the applicable law, the disclosed abuse and the verification information are treated as confidential. You are not required to provide any information beyond what is needed for verification or any information that would compromise your safety or the victim's safety.

For this leave, all employees may choose to either take an unpaid leave or use any available sick, vacation or other paid-time off. Taking this leave does not result in loss of any pay or benefits accrued before the leave commencing. To the extent allowed by law, an employee's health care insurance will be maintained for the leave duration at the level and conditions it would have been provided if the employee had not taken the leave.

Upon the employee's return from leave, except in limited circumstances as defined by the law, employees are either restored to the position held when leave commenced or provided an equivalent position.

We do not tolerate retaliation against any employee who either exercises their rights under this policy or assists another employee in exercising these rights. Our general anti-retaliation policy applies to employee complaints and related investigations arising from this policy.

### **7.2.13 Personal Leave of Absence**

An Employee may be allowed a personal leave of absence without pay when it is determined that such a leave will benefit both the Employee and Roche Harbor or when the law otherwise requires such leave. Generally, personal leaves may not exceed ninety (90) days.

Generally, all awarded vacation and sick leave must be exhausted before a leave of absence without pay is granted. No benefits are accrued, earned or paid for by Roche Harbor during a leave of absence without pay. In accordance with applicable law and the terms of such plans, eligible Employees may self-prepay their Roche Harbor group medical insurance coverage during approved leaves of absence without pay, if they wish.

Generally, Employees must submit a written request to their supervisor for a leave without pay thirty (30) days in advance of such leave or as soon as the need for the leave arises. Company management will determine if a leave of absence without pay is to be granted. In approving a leave, among other things, the purpose of the leave, the staffing requirements of Roche Harbor,

the Employee's work performance and attendance record should be considered. Approval should also include a determination as to whether it is likely that the Employee's current position, rate of pay, hours or similar position will be available to the Employee upon return from leave. Generally, an Employee will be allowed to return to his or her current position at the same rate of pay if the leave of absence does not exceed thirty (30) days. If an Employee's leave of absence exceeds thirty (30) days, Roche Harbor will not guarantee that the Employee's position will be available upon the expiration of leave. Granting of an unpaid leave does not constitute a guarantee that the Employee's position will be available upon the expiration of leave.

Generally, an Employee will be allowed to return to his or her current position at the same rate of pay if the leave of absence does not exceed ninety (90) days. If an Employee's leave of absence exceeds ninety (90) days, it is less likely that the Employee's position will be available upon the expiration of the leave. Granting an unpaid leave of absence does not constitute a guarantee that the Employee's position will be available upon expiration of the leave.

Roche Harbor may require a physician's statement for leaves necessary due to the Employee's illness or disability.

Employees must report to work on the first regularly-scheduled workday after the approved leave. Failure to return from a leave of absence on or before the agreed upon date without written notification and extension of leave, or failure to obtain advance approval for a leave generally will be considered a voluntary resignation without notice. Employees on leaves of absence may return to work before the agreed upon date at the convenience of Roche Harbor.

### **7.3 Medical and Dental Benefits**

#### **7.3.1 Medical Insurance**

Roche Harbor is proud to offer medical insurance to all eligible regular full-time Employees after 1,000 hours of continuous employment. This coverage is currently provided at 20% cost to Employees. Regular full-time Employees are eligible for medical insurance upon the first of the month following the completion of 1,000 hours of continuous employment. Coverage for family members is available with 100% Employee contributions.

Part-time Employees averaging 20 hours per week in a calendar year may obtain medical insurance by paying 20% of the insurance cost for themselves and 100% for all dependents.

#### **7.3.2 Dental Insurance**

Dental coverage is included as part of the Medical Insurance Program for full time eligible and part time participating Employees.

#### **7.3.3 Supplemental Insurance (AFLAC)**

Roche Harbor is affiliated with American Family Life Assurance Company (AFLAC) to offer a full line of supplemental personal insurance protection to all Employees at their options.

Premiums are payable by weekly payroll deduction. Information/applications are available in the Human Resources Office.

#### **7.4 Continuation of Medical and Dental Benefits (COBRA)**

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives certain former Employees, retirees, spouses and dependent children the opportunity to continue temporarily their medical and dental benefits following events that would ordinarily cause these individuals to lose such benefits. Subject to the requirements of applicable law, such events may include the following:

1. Where the Employee is terminated (for reasons other than gross misconduct) or resigns.
2. Where the Employee's work hours are reduced.
3. Where the Employee takes a leave of absence.
4. Where the Employee dies.
5. Where the Employee is divorced or legally separated from his or her spouse.
6. Where the Employee's child ceases to qualify as a dependent under the terms of the health insurance plan.
7. Where the Employee becomes entitled to Medicare.

Under COBRA, the individual pays the health insurance premiums at Roche Harbor's group rate, and a limited administration fee. Employees should check with the Personal Records Department concerning their COBRA eligibility upon the occurrence of any of the above described events.

#### **7.5 Workers' Compensation/Unemployment Insurance**

Roche Harbor will make all payments related to worker's compensation and unemployment insurance required by law.

## **8.0 WORKPLACE POLICIES**

### **8.1 Safety**

Roche Harbor strives to provide and maintain the safest possible workplace environment and comply with all occupational safety and health regulations administered under the Washington Safety and Health Administration (WISHA). The success of any safety program, however, depends upon the safety-consciousness cooperation of everyone. We will make every reasonable effort to inform you if there are special safety regulations for your particular job. Learning these regulations and observing them at all times is an important part of your job. To achieve the goal of a safe workplace, the following general rules of safety should be observed at all times:

**8.1.1** All safety hazards, known or suspected, must be reported to the Employee's supervisor and to the Human Resources Manager immediately. Roche Harbor appreciates Employee concern and expressly assures Employees that no adverse consequences will result to any Employee as the result of reporting a safety hazard.

**8.1.2** All injuries occurring in the workplace must be reported to the Employee's supervisor and to the Human Resources Manager, immediately; records of all injuries will be maintained.

**8.1.3.** In the event of a fire or life threatening injury to a guest, or a fellow Employee, dial 9-1-1 (9-9-1-1 from inside a Roche Harbor building) immediately!

**8.1.4** Employees must observe safe practices when performing their work.

**8.1.5** Familiarize yourself with the location of all exits, fire extinguishers and First-Aid kits.

**8.1.6** Keep aisles, walk areas, switch boxes, and stairways clear of materials, cardboard containers and electrical cords.

**8.1.7** Wipe/mop up spills immediately to prevent slip/trip/fall accidents.

**8.1.8** Turn off equipment at the end of the day.

**8.1.9** Do not lift heavy items by yourself, obtain assistance from a co-worker.

**8.1.10** during emergencies, stay calm, notify a Supervisor, assist fellow Employees if necessary, and use your head.

Because safety is so important to Roche Harbor, our Employees and our guests, Employees who do not observe safe work habits will face disciplinary action up to and including termination. You play an important part in providing a safe working environment by reporting unsafe conditions and practices to your supervisor. Remember, everyone must actively ensure a safe work environment. A complete summary of Roche Harbor's commitment to workplace safety is contained in your Employee Safety Manual which is included in your orientation information. If you have any questions, see your Supervisor or the Human Resources Manager.



## **8.2 Accidents**

Roche Harbor provides a comprehensive workers' compensation insurance program at no cost to our Employees. This program covers certain injuries or illnesses sustained in the course of employment that require medical, surgical, or hospital treatment.

Employees must report all accidents and/or injuries occurring in the workplace to their Supervisor immediately, regardless of the nature or severity of the accident or injury. The Supervisor will evaluate any injury or suspected injury and assist in securing appropriate medical assistance.

### **ALL ON-THE-JOB INJURIES, NO MATTER HOW SLIGHT, MUST BE REPORTED.**

Employees involved in work-related accidents requiring an absence from work of one or more days must complete an Employee Accident Report form. These forms must be signed and returned to the Personnel Records Department no later than three (3) days after the accident occurred. If the report is to be returned by mail, it must be sent so that it will be received by the Company within three (3) days of the accident. Employees who provide false information, or fail to provide important relevant information in reports related to on-the-job accidents, injuries or illnesses, will be subject to disciplinary action, up to and including termination.

## **8.3 Workplace Security**

Lack of security and losses due to theft negatively affect all of us. Roche Harbor has developed precautions and regulations to deal with situations which may affect the security of our personnel or property. Employees are expected to make every effort to be alert to such situations which may result in theft of Roche Harbor property or which may affect the security of Roche Harbor personnel and report them to their Supervisor. Employees should secure all valuables out of sight.

Visitors are not allowed into office or work areas unless approved in advance by a member of management. Firearms, explosives and other dangerous weapons are not allowed on Roche Harbor property at any time.

## **8.4 Conduct outside the Office**

Actions of Employees outside the workplace can affect the community's perception of and opinion about Roche Harbor. The Company therefore expects all Employees to conduct themselves in a manner that will reflect well on Roche Harbor at all times.

## **8.5 Right to Search**

Roche Harbor has a compelling need to prevent misconduct/rule violations on its premises. As a result, please be advised that Roche Harbor may conduct searches of Employee purses, packages, lockers, desks, computers, lunch kits and other personal items.

Roche Harbor is not responsible for loss of personal items. If you have a locker please keep it clean; do not accumulate food, etc. in your locker. Lockers are Company property and are provided for your convenience.

## **8.7 Selling and Solicitation**

To provide freedom from pressures, embarrassment, and work interruptions for Employees, Roche Harbor does not permit solicitation or distribution of literature by persons not employed by Roche Harbor or by Roche Harbor Employees during working hours and in working areas. This prohibition includes charity solicitors, insurance salespersons, survey or questionnaire activity, or any other form of solicitation or distribution. Specifically, the following activities are among those which are not allowed:

**8.7.1** The solicitation of any funds or moneys for whatever purpose and in any form, unless the solicitation is company sponsored and has the approval of the General Manager; example: Annual United Way Campaign.

**8.7.2** The passing of literature, cards, or written announcements that do not have to do with Roche Harbor business operations.

**8.7.3** The sale of articles, display of articles for sale, or the taking of orders for merchandise.

Employees may not solicit for any purpose during their own or another Employee's working time. Working time is defined as the time an Employee spends in the performance of his or her duties and does not include break periods and meal periods. Reasonable forms of solicitation are permitted during non-work time, such as before or after work or during meal and break periods.

## **8.8 Parking**

Parking throughout Roche Harbor is very limited and primarily for the convenience of our guests. Employee parking is therefore restricted to designated areas only. Please check with your Supervisor for your designated parking area.

## **8.9 Recording/Ringing of Personal Sales Transactions**

Employees may not ring or record retail transactions for themselves, relatives or members of their personal household. This includes cash or credit sales and returns applicable to all retail departments (Sportswear, Louella's Gift Shop, Dominique's House, The Company Store, Afterglow Spa, and Lime Kiln Cafe). When making personal purchases, returns, or assisting relatives or household members, the sales transaction must be referred to a co-worker.

## **8.10 Housekeeping**

The appearance of every Roche Harbor facility is a reflection on all of us. Therefore, an attractive workplace is something of which all Employees can be proud. Our guests appreciate the clean work place environment that Roche Harbor is known to provide.

The responsibility for the housekeeping of your work area belongs to you. Keeping your area neat reduces chances of accidents or injury and increases your ability to perform your assigned duties.

### **8.11 Telephone Calls / Cell Phones**

Personal calls interrupt work and make it difficult for guests to call Roche Harbor. You will be given an opportunity to make necessary calls during your scheduled meal or break periods. If the Company phone is the only access to telephone service, such calls must be kept brief and must not require long-distance dialing. In some departments, a personal call cannot be received during work hours unless the call is an emergency.

**USE OF PERSONAL CELL PHONES TO MAKE/RECEIVE PERSONAL CALLS OR SEND/RECEIVE TEXT MESSAGES WHERE GUESTS MAY BE ENCOUNTERED IS PROHIBITED.**

#### **8.11.1 Safety Issues for Cellular Phone Use**

Employees whose job responsibilities include regular or occasional driving on company business are directed to:

- Allow incoming calls while driving to be picked up by voice mail or left unanswered.
- Place or receive cell phone calls while driving on an emergency basis only and only while stopped or while properly using a hands-free device.
- Never use a cellular phone or other wireless communication device to text message, send or receive email, access the Internet, or perform any other manual task while driving
- Concentrate on safe and defensive driving at all times and never allow cell phone usage to compromise their safety or the safety of others.
- Adhere to all federal, state or local rules and regulations regarding the use of cellular phones while driving. Accordingly, employees must not use cellular phones if such conduct is prohibited by law, regulation or other ordinance.

**SAFETY MUST COME BEFORE ALL OTHER CONCERNS.**

### **8.12 Personal Listening Devices**

Use of personal listening devices (i.e. iPod, Mp3 player, or gaming device) while on your work shift disrupts service to our Guests, interferes with job performance, and may create a safety hazard. Use of personal listening devices is restricted to your break or meal periods and may not be used where Guests may be encountered. Personal listening devices may include (but limited to) headphones, earphones, computer games, or personal music devices, i.e. IPod, mp3, etc.

### **8.13 Wearing of Retail Merchandise**

To insure the quality of our retail merchandise in the Roche Harbor retail departments (i.e., Sportswear Boutique and Louella's Gift Shop) and to protect against damage or loss, wearing of such merchandise, even for a short period, which you have not purchased is prohibited. This includes; apparel, accessories, jewelry and shoes. Guests may request that you try on merchandise if they are planning to purchase the item as a gift, and need you as a model. This is permissible, provided the merchandise is returned to stock as soon as the guest makes his or her selections.

### **8.14 Smoking**

By Washington State Clean Air Act (RCW 70.160) smoking is prohibited in all Roche Harbor buildings. Smoking is permitted ONLY in specifically designated areas. Ask your Supervisor for locations.

### **8.15 Personal Appearance**

At Roche Harbor we have become famous for our friendly staff with a classic appearance that is appropriate for a family oriented hospitality environment. Employees are expected to maintain a demeanor and appearance consistent with Roche Harbor's Values and expectations of our guests. We maintain conservative dress standards and expect our employees to take pride in their personal appearance.

An extreme or bizarre personal appearance that draws undue personal attention is inappropriate and unacceptable.

**Jewelry:** *Facial jewelry to the eye area, face, mouth, nose or tongue are not permitted at work.* Exception: employees who work in the back of the house and are not in view of the guests while in their workstations may, with approval of supervisor, wear nose rings and gauges, including non-visible piercings, while working.

#### **Males**

One earring can be worn on the left, right or both ears. The earring can be a simple stud or loop. The loop cannot extend more than ¼ inch below the ear lobe.

#### **Females**

Three earrings can be worn on the left, right or both ears. Earrings cannot extend more than 1 1/2 inch below the ear lobe.

**Tattoos:** *Any visible tattoos must be approved by your supervisor and department manager.* Visible tattoos cannot be large, or in any way offensive to our guests.

#### **Hair:**

##### **Males**

Hair is to be neat, natural in color, and neatly groomed, and should not be any longer than the shirt collar. Bandanas or scarfs may not be worn on the head. An official Roche

Harbor issued logo baseball cap may be worn with bill facing forward only if permitted in your department.

Men should be clean shaven daily. Simply unshaven is not permitted.

*A fully grown in, well maintained mustache, beard or goatee is permitted but must be approved by your supervisor.* Facial hair must be neatly trimmed with a clean defined boarder on cheeks and chin. Facial hair must be maintained at 1/8 to 1/4 inch in length.

Fingernails should be clean and groomed.

### **Females**

Hair should be neatly styled and natural in color. Bandanas or scarfs may not be worn on the head. An official Roche Harbor issued logo baseball cap may be worn with bill facing forward only if permitted in your department.

Makeup should be natural in color. Fingernails should be clean and groomed, neutral polish is permitted.

## **8.16 Dress/Personal Attire**

Uniforms identify the Employee to guests of Roche Harbor. Uniforms will be distributed by your Supervisor and should be worn whenever on duty during scheduled working hours. Uniforms should be clean, pressed as needed, and kept neat in appearance and considered the responsibility of the Employee. Uniform shirts must be tucked in at the waist, and caps worn in the line of job assignment shall be worn with the visor forward. Shorts must be at such a length that extends to the finger tips when standing vertically. For reasons of safety, footwear must cover the entire foot. Flip-flops or open-toed sandals are prohibited. The Employee will be issued a uniform and name tag for use while employed at Roche Harbor and remain the property of the Company. Upon termination, uniforms should be returned to your Department Manager prior to issuance of final paycheck. Missing items or items reflecting abnormal wear will result in a deduction of each item at current value from final paycheck. Employees wearing uniforms while off premises are expected to remove their Roche Harbor name tag and behave in a professional manner.

## **8.17 Name Tags**

All Employees are required to wear a name tag while on duty. It is considered part of the Roche Harbor uniform and, as such, must be turned in to the Personnel Records Office prior to issuance of final paycheck.

## **8.18 Personal Checks**

Personal check cashing within one's own department is prohibited. Personal checks for cash will be accepted only in the Accounting Office. Two party checks will not be cashed in any

department. Such checks must be taken to a banking establishment in the Town of Friday Harbor. All personal checks will be promptly deposited on the day of receipt. Under no circumstances will personal checks be held for delayed deposit.

## **8.19 Transportation**

All Employees are expected to arrange and provide for their own transportation during their work period. Compensation for an Employee's use of a personal automobile may be given for work related tasks. As a general rule, compensation will not be given for transportation to and from the work place.

Complimentary Transit passes to Friday Harbor are available in the Payroll Records Department or from Employee Housing Manager for Seasonal Employees without a vehicle and living in the Employee Village. Passes can be picked up Tuesday through Sunday.

## **8.20 Use of Technology**

### **8.20.1 Company-Maintained Systems**

Roche Harbor maintains and utilizes a number of electronic and non-electronic messaging and communication systems, including voice mail, e-mail, fax, telephones, computers, Internet and World Wide Web access in order to facilitate and conduct the business of the Company. All messages and documents sent, received, composed, and/or stored on these systems are the property of Roche Harbor.

### **8.20.2 Personal Use Extremely Limited**

These systems are to be used by Employees in conducting company business and are not generally for Employees' personal use. Subject to the limitations on use of computer software set forth below, Roche Harbor understands that on occasion family members or friends may need to leave messages on the voice-mail or e-mail system for an Employee, or an Employee may have a passing need for brief use of the Internet outside of normal work hours, and is willing to accommodate such personal use of the system to a limited degree. Personal business, however, should be limited to breaks and meal periods. Personal use of the voice-mail, e-mail, computers or other electronic or non-electronic communication, including, but not limited to, the Internet, which interferes with an Employee's work performance to any degree will not be tolerated.

### **8.20.3 Waiver of Privacy**

Roche Harbor reserves the right to access an Employee's voice-mail (outgoing-incoming), e-mail messages and other electronic or non-electronic communications at any time. Therefore, an Employee's outgoing voice-mail, e-mail or other messages must not indicate to the caller that his/her incoming messages will be confidential or private. The existence of a password on either system is not intended to indicate that messages will remain private.

#### **8.20.4 Deletion Not Reliable**

Please remember that you cannot count on your email remaining confidential. Employees should be aware that even when a message has been erased, it still might be possible to retrieve it from a backup system. Therefore, employees should not rely on the erasure of messages to assume a message has remained private. Remember that spur-of-the-moment messages, in jest or in anger, could be misinterpreted if read later. Think first before you send email. If you would be embarrassed if your message were disclosed to the public (or read to a jury in a court case), do not send it.

#### **8.20.5 Message Access**

Other than Roche Harbor, which reserves the right to access messages or documents at any time, messages on the voice-mail, e-mail, or other communication or computer systems are to be accessed only by the intended recipient or the creator, or by others at the direct request of the intended recipient or creator. Any attempts by persons other than the above to access messages or documents on such systems will constitute a serious violation of Company policy.

#### **8.20.6 Harassment and Discrimination**

We prohibit the use of our Technology in ways that violate our standards of conduct, including but not limited to, our policies against discrimination and harassment. In particular, Roche Harbor prohibits downloading, accessing, displaying, sending, and receiving material that may violate these policies. If you are in doubt about whether a use is proper, do not use Technology for that purpose without receiving specific authorization.

#### **8.20.7 Appropriate Business Use**

We expect all Roche Harbor Employees to use Company property, including messaging and communication systems, in a professional and considerate manner. Among other things, access to sexually explicit or pornographic material through Roche Harbor's messaging and communication systems, such as the Internet, is expressly prohibited.

#### **8.20.8 Software Licensing Agreements**

Roche Harbor obtains the licenses for the use of a number of software packages in order to facilitate and conduct the business of the Company. Roche Harbor does not own this software or its related documentation and, except as authorized by the software developer, in most instances does not have the right to reproduce it.

Employees may only use software on local area networks or on multiple machines according to the software license agreement. The Company prohibits the illegal duplication of software and its related documentation.

In some cases, Roche Harbor may allow (in strict conformance with the software licensing agreements) exempt Employees to load and maintain copies of Roche Harbor software packages on their home computers for their use in conducting Roche Harbor business.

No Employee or non-Roche Harbor Employee may load software (including games, screen-savers, etc.) onto a Roche Harbor computer unless specifically approved by management. The use of non-business software on any of the Company's computers is strictly prohibited.

#### **8.20.9 Use of Outside Data Storage Devices.**

All outside diskettes or media storage devices (e.g. thumb drives) must be scanned for viruses by appropriate staff prior to being used on the Roche Harbor computer system.

#### **8.20.10 Policy Violations**

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

### **8.21 Social Media Policy:**

At Roche Harbor we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends, and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

The following policy applies to all Roche Harbor employees:

#### **Guidelines:**

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or chat room, whether or not associated or affiliated with Roche Harbor, as well as any other form of electronic communication. The same principles and guidelines found in Roche Harbor policies and values apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of your co-workers, or otherwise adversely affects guests, suppliers, people who work on behalf of Roche Harbor or Roche Harbor's legitimate business interests may result in disciplinary action up to and including termination.

#### **Know and Follow the Rules:**

Carefully read these guidelines and Roche Harbor's Harassment & Discrimination Policy and ensure your postings are consistent with these policies. Inappropriate posting that may include discriminatory remarks, harassment, intimidation and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

#### **Be Respectful:**



Always be fair and courteous to fellow co-workers, guests, suppliers, or people who work on behalf of Roche Harbor. Also, keep in mind that you are more likely to resolve work related complaints by speaking directly with your co-workers or by utilizing our Open Door Policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage guests, co-workers or suppliers that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or Roche Harbor policy.

### **Be Honest and Accurate:**

Make sure you are always honest and accurate when positing information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about Roche Harbor, fellow co-workers, guests, suppliers, and people working on behalf of Roche Harbor or competitors.

### **Post Only Appropriate and Respectful Content:**

- Maintain the confidentiality of Roche Harbor's trade / business secrets, financial and private confidential information. Trade secrets may include information regarding future development plans, culinary information, recipes, etc. Do not post internal reports, policies, procedures or other internal business-related confidential communications.
- Do not create a link from your blog, website or other networking site to a Roche Harbor website without identifying yourself as a Roche Harbor employee.
- Express only your personal opinions. Never represent yourself as a spokesperson for Roche Harbor. If Roche Harbor is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of Roche Harbor, fellow co-workers, guests, suppliers, or people working on behalf of Roche Harbor. If you do publish a blog or post online related to the work you do and topics associated with Roche Harbor, make it clear that you are not speaking on behalf of Roche Harbor. It is best to include a disclaimer such as "The positing on this site are my own and do not necessarily reflect the views of Roche Harbor".

### **Using Social Media at Work:**

Refrain from using social media while on work time or on equipment provided by Roche Harbor, unless it is work-related as authorized by your manager or consistent with Roche Harbor Policy. Do not use Roche Harbor email addresses to register on social media networks, blogs, or other online tools utilized for personal use.

### **Retaliation Is Prohibited:**

Roche Harbor prohibits taking negative action against any co-worker for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action up to and including termination.

### **Media Contacts:**

Employees should not speak to the media on Roche Harbor's behalf without prior contact with the General Manager. All media inquiries should be directed to the General Manager.

## **8.22 Workplace Violence**

Roche Harbor maintains a "zero tolerance" policy toward workplace violence. Roche Harbor expressly prohibits any acts or threats of violence by any Roche Harbor employee or former Employee against any other Employee in or about Roche Harbor's facilities or premises at any time. Roche Harbor also will not condone any acts or threats of violence against Roche Harbor's Employees, guests, or visitors on Roche Harbor's premises at any time or while they are engaged in business with or on behalf of Roche Harbor, on or off Roche Harbor's premises. Roche Harbor takes this policy very seriously and requires that all Employees do the same.

### **8.22.1 Prohibited Conduct**

The following conduct is **prohibited**:

- Intentional acts causing or likely to cause physical injury to another.
- Threats (whether serious or made in jest) to engage in acts causing or likely to cause physical injury to another.
- Intimidation, harassment, verbal abuse, bullying, or physical abuse of another.
- Possession of explosives, firearms or other weapons on Roche Harbor premises.

Violators of these rules will be subject to swift and certain disciplinary action, up to and including termination. Where appropriate, moreover, Roche Harbor will pursue all available avenues of legal recourse, including but not limited to, the filing of criminal charges.

### **8.22.2 Reporting of Prohibited Conduct**

Employees are required to report conduct in the workplace that violates any of the above prohibitions. Failure to report an apparent violation will subject an Employee to disciplinary action. In addition, employees are encouraged to report signs of suspicious behavior. Roche Harbor will use our best efforts to preserve the confidentiality of personnel reporting any such prohibited conduct or suspicious behavior where practicable and appropriate under the circumstances. Roche Harbor will not condone any form of retaliation against any Employee for making a good faith report under this policy.

### **8.23 Lost and Found**

As a service to our guests, Roche Harbor maintains a registry within the Hotel de Haro for any misplaced or lost items of personal property. Any/all items left in guest rooms after check out are considered as lost and found and must be turned in to the Hotel Front Desk. The same applies to any item found on our campus. All items are to be taken immediately to the Hotel Front Desk. Guest inquiries concerning lost items should be directed to the Hotel Front Desk. If you are unable to turn in a lost item promptly to the Front Desk, you should turn it in to your immediate Supervisor. Items within Lost and Found are not to be used or borrowed by Employees. Credit cards left in the bar or a restaurant should be turned in to the Accounting Department via the Accounting safe at the Front Desk.

### **8.24 Consensual Romantic Relations**

We prohibit consensual “romantic” relationships between any employee and any other employee of the Company who has the actual or practical authority to appoint, supervise, evaluate, promote/demote, discipline or discharge the employee, or to make meaningful recommendations concerning compensation, benefits, or other terms and conditions of employment for that employee. Such relationships can be disruptive to the work environment, create a conflict or the appearance of a conflict of interest, and may well lead to complaints of favoritism, discrimination, and possible sexual harassment. By prohibiting such romantic relationships, we do not intend to inhibit social interaction (such as lunches, dinners, or attendance at entertainment events) that can be an important extension of the working environment.

We generally do not intend to interfere with the private lives of our employees or their off-duty conduct unless it falls within the categories above. Where any romantic relationship impacts the work environment in a negative manner, however, we reserve the right to take whatever action is appropriate to protect the Company’s interests.

We recognize the variety of meanings that can apply to the term “romantic.” It is expected, however, that you will appreciate how the term may apply to you and that you will act in a manner consistent with this policy.

If you believe that you have been adversely affected by such a consensual relationship, we encourage you to address your concerns about the matter by using the Complaint Procedure described below. Questions concerning the application of this policy should be directed to the General Manager or the Human Resource Office.

## **9.0 SEPARATION FROM ROCHE HARBOR**

### **9.1 Voluntary Termination**

We hope each Employee enjoys his or her position at Roche Harbor. Employees who voluntarily terminate their employment with Roche Harbor are urged to provide the Company with at least two weeks' advance notice. This time gives the Employee's Supervisor the opportunity to adjust his or her plans with the least amount of interruption to projects or work schedules. Roche Harbor reserves the right to accept the Employee's resignation and to assign a different last day of employment within such notice period.

Prior to an Employee's last day of work, in most instances, he or she will have an exit interview with his or her Supervisor or with the Human Resources Manager, to discuss the Employee's reasons for leaving and his or her employment experience at Roche Harbor.

Unless otherwise required by law, to receive compensation for unused vacation time, an Employee who resigns from the Company must give at least two weeks advance notice.

An Employee's final paycheck will be issued on the regular payday for the last pay period in which the Employee worked, except as otherwise provided by law, and, if the Employee is eligible, will include payment for unused vacation.

### **9.2 Reduction in Work Force**

From time to time, it may be necessary to reduce Roche Harbor's work force based upon the changing needs of the Company. A reduction in work force may be accomplished, at the Company's discretion, through temporary layoffs or permanent terminations. Roche Harbor may also, as an alternative to layoffs or terminations, first seek Employee volunteers to take time off without pay.

To determine the Employees to be laid off or terminated, among other factors, Roche Harbor generally will consider an employee's position, productivity, skill, job performance, and length of service with the Company, along with the Company's business needs. We will try to give advance notice to the affected employees, but sometimes advance notice is not practicable. Laid off Employees may be eligible to continue their medical and dental benefits on a self-pay basis as provided by applicable federal and state law. For specific information, contact the Personnel Records Department.

Roche Harbor may give primary consideration for available positions to Employees who are laid off while in good standing with the Company. Employees who have been laid off, however, do not possess any absolute right to recall.

### **9.3 Involuntary Termination**

Employees who are terminated involuntarily will be issued their final paycheck on the next regularly scheduled payday unless otherwise required by law. Involuntarily terminated Employees will not be compensated for unused vacation or sick leave, unless otherwise required by law.

#### **9.4 Resignation in Lieu of Discharge**

Employees who resign in lieu of being discharged are not generally eligible for rehire.

#### **9.5 References**

After you leave Roche Harbor employment, it is our practice to provide prospective employers with the dates of your employment and your job title. We also reserve the right to discuss your performance as we deem necessary. Generally, you should direct potential employers to the HR Department for employment information. Managers generally should confer with HR before responding to reference requests.

**Thank you for taking the time to read and acquaint yourself with this Employee Handbook  
--- and again, WELCOME TO ROCHE HARBOR!**

**If you have any questions, please see, or call the Human Resources Manager.**