

APP X.
PERSONNEL COMMITTEE

Amended March 10, 2008, Amended June 11, 2019, Amended November 08, 2022

A. Authority and Jurisdiction

On April 19, 1994, the KPOA Board of Directors established a Personnel Committee (Res. 94-4-7). The current Committee membership is: Chair - President, the Vice President, the Chief Financial Officer, and at least one association member, appointed by the Board. Preferably, one member should serve two additional years to serve to provide continuity.

B. Committee Mission

The Committee is responsible for oversight of all personnel employed by the Association. The Committee shall recommend personnel policies to the KPOA Board and ensure that the best interests of both the Association and its employees are maintained. The Committee is responsible for fair and equitable compensation of KPOA employees and resolution of personnel issues.

C. Committee Objectives and Action Plan

1. Coordinate with the General Manager to ensure the selection of competent employees able to meet the needs of KPOA.
2. Work with KPOA's staff to analyze the labor market annually to ensure that KPOA employees are fairly compensated for the work they do.
3. Ensure that job descriptions are kept up to date and that compensation is properly aligned.
4. Ensure that all laws and regulations regarding employment are properly applied.
5. Ensure that all employees are evaluated at least annually with the objective of helping them to improve and to recognize achievement.

D. Meetings

As required and may be called by any member of the committee or requested by the General Manager.

APP X-1
PERSONNEL COMMITTEE
EMPLOYEE JOB DESCRIPTIONS
Amended February 19, 2008, Amended November 08, 2022

The following are the current job descriptions for all KPOA employees.

APP-X-1A General Manager
APP-X-1B Maintenance Supervisor
APP-X-1C Administrative Assistant 1
APP-X-1D Administrative Assistant 2
APP-X-1E Club House Attendant
APP-X-1F Maintenance Technician
APP-X-1G Operations Manager (not currently used)

APP X – 1A
POSITION DESCRIPTION FOR GENERAL MANAGER
Fulltime – Salary Position

The person in this professional, exempt position is responsible for the overall management of KPOA in the best interests of KPOA and its members. This includes responsibility for the management of KPOA and for the members' use, occupancy and enjoyment thereof, all for the purpose of enhancing and protecting the value, desirability, and attractiveness of the community, and enhancing the quality of life within the community. The General Manager shall be directly supervised by the President and is accountable to the Board of Directors. Prerequisites for the job shall include the training, skills and experience necessary to satisfactorily accomplish the following responsibilities.

A. General

1. Provide a single point of responsibility for the overall management of KPOA.
2. Maintain a service-oriented attitude within the confines of legal, financial, practical and time constraints.
3. Actively seek contact with members to get to know them, promote communications, and “keep a finger on the pulse” of the community.
4. Maintain and enhance an approach that assures best use of resources approach to all KPOA activities within its jurisdiction.
5. Maintain a good working understanding of KPOA governing documents (CC&Rs, Articles of Incorporation, Bylaws, and Rules and Regulations), Administrative Policies and Procedures, the RCWs, Washington State Department of Ecology, Department of Natural Resources, and other state and federal regulations as they apply to KPOA.
6. Administer all policies of KPOA not otherwise the direct responsibility of the Board itself or its committees as set forth in KPOA's governing documents and Administrative Policies and Procedures. Update or develop new KPOA policies for approval by the Board, as necessary.
7. Take all actions in accordance with approved KPOA procedures. For those procedures not otherwise the direct responsibility of the Board itself or its committees:
 - a. Ensure the procedures accurately reflect and efficiently implement KPOA policies.
 - b. Update or develop new KPOA procedures and
 - c. Approve the procedures.
8. Enforce KPOA Rules and Regulations and provide information to Association members and guests with respect to governing documents and policies and procedures.
9. Report any violations of the governing documents by members, their guests, or outsiders to the President and appropriate committee promptly.
10. Exercise initiative and good judgment with appropriate coordination of directors, officers, and committee chairs to take timely action for the benefit of KPOA, and advise the directors, officers or committees on any matters with which you have knowledge or experience.
11. Serve on all standing and ad hoc committees as ex-officio, non-voting member.
12. Provide an ongoing link to the surrounding communities with regard to KPOA service needs or activities that may affect Kala Point, or its image in those communities.
13. Maintain appropriate professional contact with Community Associations Institute, or other professional organizations and area homeowner associations to interchange ideas, develop solutions to problems, and ensure that KPOA is kept abreast of information and trends that may be useful.

14. Pursue appropriate continuing education relative to job responsibilities, as approved by the Board or the President. Complete CAI certification.
15. Comply with the Conflict-of-Interest Policy (APP II-25) and the Personnel Policy (APP X).
16. Conduct such other activities as may be assigned by the President or the Board.

B. Planning

1. Long Range – Update fixed asset replacement and maintenance schedules annually or as directed.
2. General Manager Annual Goals – Prepare by 12/31 and review with the President.
3. Emergency Preparedness – Coordinate with the Safety and Preparedness Committee.

C. Operations

1. Supervise administrative functions including but not limited to accounting, KPOA records, computer operations, information management, data protection, confidentiality of sensitive information, and year-end closing administrative functions.
2. Work in coordination with the Maintenance Supervisor for all maintenance functions for the common grounds, buildings, and equipment.
3. Coordinate with the Maintenance Supervisor, the functions associated with all KPOA recreational facilities.
4. Discuss with the Maintenance Supervisor, the activities on KPOA property to anticipate where corrective or preventative action should be taken.
5. Ensure off-site backup of KPOA data.
6. Establish appropriate control of supplies.
7. Oversee bidding, contracting, and the work of sub-contractors and service suppliers. For expenditures exceeding \$3,500, obtain two or more bids. In those situations, above \$3,500 when only a single bid can be obtained, the General Manager may propose that supplier if the proposal is supported by appropriate written justification.
8. Authorize all Operating Expenditures for goods and services within the constraints of the budget, including those expenditures delegated to employees.
9. Propose Reserves Expenditures to the Board and implement those that have been authorized.
10. Implement improvements to the property, equipment, administration, and operations.
11. Assure compliance with OSHA regulations, and conduct safety meetings for maintenance, office, and clubhouse employees as needed.

D. Communications

1. Serve as liaison with:
 - a. KPOA utility suppliers
 - b. Sub-associations boards and officers
 - c. Insurance Brokers
 - d. Accounting firm and/or tax advisors
 - e. Employee IRA Administrator
2. Serve, as directed by the President or the Board, as liaison with:
 - a. Legal Advisors
 - b. Appropriate governmental bodies
3. Keep current with proposed governmental actions and regulations affecting KPOA.
4. Attend all membership meetings. Prepare an annual meeting report for presentation to the membership.

5. Attend all Board meetings and other meetings as may be directed by the President or the Board. Prepare a written report describing important events and activities and present it to the Board at its regular meetings.
6. Attend all Board Executive sessions except those addressing personnel issues involving the General Manager.
7. Attend committee meetings as deemed appropriate. At a minimum, regularly attend the meetings of the Finance, Grounds, Tree, Architectural, Emergency Preparedness, and Bluff Management Advisory Committees.
8. Use appropriate methods of communication to inform the membership of significant events. Ensure appropriate confidentiality regarding sensitive matters.

E. Personnel

1. Meet daily with the Maintenance Supervisor and the Administrative Assistant II to discuss the work of all employees in accordance with the Personnel Policy, including job descriptions, work planning, employee development, and written performance evaluations.
2. For all non-exempt employees:
 - a. Approve in writing all overtime and time off requests.
 - b. Review all timecards for accuracy.
3. Recruit and hire non-exempt personnel, for Board approved openings; report all new hires to the President, Personnel Committee, and the Board.
4. Administer the termination process of all non-exempt personnel, in accordance with the Personnel Policy (APP X). Make a detailed written report to the Personnel Committee for the termination. Conduct and document an exit interview, where possible. Involve the Personnel Committee in those exit interviews, when appropriate.
5. Request assistance from Personnel Committee members as appropriate.

F. Financial

1. Prepare and present annual budgets for approval by the Finance Committee, CFO, and the Board.
2. Prepare and present the monthly financial reports to the Finance Committee. Prepare and, after Finance Committee approval, present the quarterly financial reports to the Board.
3. Annually prepare and present an insurance review to the Finance Committee and the Board; present the review in a timely manner such that changes to existing policies can be made before policy termination dates and to allow inclusion of premiums in the budget.
4. Ensure new assets are added when acquired to the insurance coverage and that an inventory is up to date. This inventory list is verified annually by Internal Controls committee.
5. Supervise year-end closing and reports, and tax return preparation.
6. Review biweekly payroll.
7. Supervise the bookkeeping functions.
8. Oversee check writing and bank deposits procedures.
9. Collaborate with the Internal Control Committee to protect KPOA assets.
10. Monitor the following financial functions and report status, especially anomalies, to the Finance Committee, CFO, and the Board, as appropriate:
 - a. Receivables and payables,
 - b. Depositories, including signature cards and Board motions regarding Officers,
 - c. Collection of assessments,

- d. Expenditures versus the budget,
- e. Cash flow, particularly to ensure enough funds exist for covering payables,
- f. Employee benefits,
- g. Payments of payroll taxes, sales tax, and income taxes to comply with due dates, and
- h. Bookkeeping procedures to ensure compliance with approved KPOA policies and procedures.

APP X- 1B
Maintenance Supervisor
Position Type: Fulltime – Regular
KPOA Job Description

A. Basic Requirements

1. High school graduate or GED required.
2. Possession of a valid Washington State driver's license.
3. Must be in good general health and be able to lift 50 pounds.
4. Three or more years of experience in related work of facility and grounds maintenance.
5. Possess a working knowledge of plumbing, carpentry and electrical repair and maintenance. Shall have a general knowledge of the proper use of related tools and equipment for these maintenance tasks.
6. Ability to operate mechanical equipment (e.g., mower, tractor, forklift, and snowplow).

B. General Duties

1. This position will supervise the maintenance and clubhouse staff and shall be directly supervised by the General Manager or Operations Manager.
2. Acknowledge and comply with the KPOA Personnel Policy (APP X-2).
3. Understand KPOA operations as they relate to the common areas, facilities, amenities, and Vegetation Policy (APP II-22).
4. Maintain equipment and grounds in a clean, safe, and orderly condition at all times.
5. Oversee pool maintenance and apply the essentials of pool/spa chemistry for disinfection.
6. Ensure that all Association assets are in good/safe operational condition and report any that are not.
7. Understand and apply all safety procedures as required by OSHA and Washington Labor & Industry.

C. Planning and Organization

1. Coordinate tasks cited in the *Grounds Maintenance Plan for Common Areas* (APP II-9).
2. Perform and assign duties as outlined in the Annual Maintenance Calendar as prioritized by the General Manager.
3. Recommend purchases of equipment, supplies, and materials with the General Manager.
4. Organize and assign daily tasks for other maintenance and clubhouse personnel.

D. Leadership and Decision Making

1. Provide input to the General Manager regarding personnel performance reviews.
2. In the General Manager's absence, make decisions in accordance with standard operating practices and procedures, coordinating with the KPOA President when necessary.
3. Implement emergency procedures for wildfire, power outage, snow, windstorm and earthquake events.
4. Pursue supervisory and management courses, as approved by the General Manager.

E. Training

1. Provide training to maintenance and clubhouse staff covering the performance of tasks and proper operation of tools and equipment.
2. Review the quality and quantity of work of maintenance staff on a regular basis.
3. Conduct periodic "tailgate meetings" to familiarize maintenance and clubhouse staff of Washington Labor & Industry safety standards.

F. Communications

1. Maintain a daily Maintenance Logbook and Supply Usage log.
2. Maintain equipment and vehicle service logs.

3. Provide input for improving maintenance operations.
4. Coordinate maintenance projects with contractors or service technicians.
5. Report inventory shortages or repair/service needs to the General Manager.
6. Report promptly all injuries, accidents or other incidents to the General Manager. thoroughly document time, actions taken, people involved etc.
7. Be courteous and respectful to the membership.

G. Special Projects

1. Perform other tasks and/or projects as may be assigned.

APP X – 1C
Administrative Assistant I
Position Type: Part Time – Regular
KPOA Job Description

A. Basic Requirements

1. A high school diploma or GED is required.
2. One year of office experience with general knowledge of administrative practices, clerical procedures, and general office equipment.
3. Demonstrate competency in the use of personal computers, Microsoft Office Suite, and email software.
4. Must have strong interpersonal and communicative skills.
5. Must be organized and be able to perform multiple tasks during the course of work.

B. General Responsibilities

1. This position will assist the General Manager in administering the needs of KPOA and will require a service-oriented attitude toward the association and its members.
2. Perform office support functions including answering the telephone, handling messages, receiving mail, photocopy and scanning documents, filing, and document preparation.
3. Maintain appropriate professional contact with members and staff and ensure appropriate confidentiality when required.
4. Update content and documents onto the KPOA website.

C. Administrative Responsibilities

1. Serve as the point of contact for scheduling meetings and meeting spaces.
2. Comply with the office functions of recordkeeping, computer operations, information management, and document security.
Update the KPOA membership database and ensure new members have signed the appropriate homeowner association documents.
3. Assist the Corporate Secretary with secretarial tasks and responsibilities.
4. Prepare, distribute, and file copies of correspondence for the General Manager, directors, officers, and committees.
5. Maintain and update the KPOA Office Procedures Manual.
6. Provide notary public service to the Association and its members.
7. Update and track the *Kala Pointer* ads and vendor information.

D. Communications Requirements

1. Log and distribute correspondence in accordance with KPOA policies.
2. Provide information to members and guests with respect to policies, rules, and procedures.
3. Coordinate the scheduling of activity requests at the clubhouse and pool.
4. Update the calendar of events and activities for the Association.
5. Promptly report all injuries, accidents or other incidents to the General Manager or Board President.

E. Financial and Planning Duties

1. Process vendor invoices and billing for signature by GM and KPOA officers.
2. Assist with the collection of member assessments.
3. Assist with the collection of rental and storage fees and maintain rental records.
4. Assist in the sales of gate transmitters, keys, and directories.

F. Personnel Expectations

1. Acknowledge and comply with the KPOA Personnel Policy (APP X-1).

2. Maintain a cooperative and productive relationship with the Administrative Assistant II and General Manager.
3. Pursue appropriate continuing education as approved by the General Manager.

G. Special Projects

1. Perform other tasks and/or projects as may be assigned by the General Manager

APP X – 1D
Administrative Assistant II
Position Type: Part Time – Regular
KPOA Job Description

A. Basic Requirements

1. A high school diploma or GED are required, and a college degree preferred.
2. Perform the job requirements of the Administrative Assistant I position.
3. Three or more years of experience in administrative office operations, preferably as a manager.
4. Demonstrate competency in the use of personal computers, Microsoft Office Suite, and email software.
5. Must have strong leadership and communicative skills.

B. General Responsibilities

1. This position will assist the General Manager in administrating the needs of KPOA and will assume a leadership role over the administrative staff.
2. Perform research and fact-finding assignments.
3. Oversee the updating of content and documents onto the KPOA website.
4. Maintain appropriate professional contact with members and staff and ensure appropriate confidentiality when required.
5. In the absence of the General Manager, coordinate the operation of the Association with the Maintenance Supervisor.
6. In the absence of the General Manager, present the GM Monthly Report to the Board of Directors.
7. In the absence of the General Manager, supervise the administration of the KPOA office.

C. Administrative Responsibilities

1. Oversee the office functions to include recordkeeping, computer operations, information management, and document security.
2. Procure and provide appropriate control of office supplies, equipment, and services.
3. Maintain and archive the governing documents of the Association, to include the Covenants, Conditions & Restrictions (CC&Rs), Articles of Corporation, Bylaws, Rules & Regulations, and Administrative Policies & Procedures.
4. Provide support and information to the General Manager, directors, officers, and committee chairs.
5. Recommend improvements or efficiencies to office operations.

D. Communications Requirements

1. Attend, record, and prepare the minutes of regular board of directors, special, and annual membership meetings.
2. Ensure that meeting minutes, APP's, and Rules & Regulations are promptly posted on the Association's website and archived in the KPOA information system.
3. Communicate with vendors and suppliers as necessary to resolve billing issues.
4. Promptly report all injuries, accidents or other incidents to the General Manager.

E. Financial and Planning Duties

1. Process employee bi-weekly payroll for signature by the GM and KPOA officers.
2. Oversee processing of invoice billing for signature by the GM and KPOA officers.
3. Ensure the collection of annual KPOA assessments.
4. Monitor rental and storage fees collection.
5. Maintain liaison with the bookkeeper and Chief Finance Officer.

6. Prepare liens as necessary when directed by the General Manager.

F. Personnel Expectations

1. Acknowledge and comply with the KPOA Personnel Policy (APP X-1).
2. Organize and assign tasks for administrative personnel.
3. Train administrative employees on office procedures and equipment operation.
4. Maintain a cooperative and productive relationship with the Administrative Assistant I and General Manager.
5. Pursue appropriate continuing education as approved by the General Manager.

G. Special Projects

1. Serve on ad hoc committees as requested by the General Manager.
2. Perform other tasks and/or projects as may be assigned by the General Manager.

APP X – 1E
Clubhouse Attendant
Position Type: Regular/Seasonal

The Maintenance Supervisor shall directly supervise the Clubhouse Attendant(s). Scheduling and work assignments shall be prepared, and provided by the General Manager. The General Manager may delegate the facilitation of the workflow to the Maintenance Supervisor. All personnel matters are the responsibility of the General Manager. The duties of the Clubhouse Attendant include, but are not limited to, the following.

A. Basic Requirements

1. Be a mature, personable, and responsible individual.
2. Either be certified in CPR and basic First Aid or be willing to become certified during the first 90 days of employment.

B. General and/or Specific Duties

1. Follow Personnel Policy (APP X-2)
2. Understand and apply the basics of pool/spa chemistry.
3. Understand and apply safety procedures for the Clubhouse facility.
4. Supervise Clubhouse facility while on shift.
5. Become familiar with the Association operations as they relate to the Clubhouse facility.
6. Promptly create a friendly and welcoming environment for members and guest.
7. Maintain neat and appropriate dress while on duty.

C. Planning and Organization

1. Complete daily/weekly work assignments efficiently.
2. Notify the Maintenance Supervisor of any supplies needed.
3. Be aware of all planned Clubhouse events, and make advance arrangements as necessary.

D. Judgment and Decision Making

1. Meet the public appropriately and exhibit diplomacy while enforcing KPOA Rules and Regulations/Policy and Procedures.
2. Be prepared to implement emergency procedures for the facility such as, fire, medical, power outage, earthquake etc.

E. Financial Management

1. Ensure that supplies and equipment are being used in a cost-effective manner.
2. Ensure that all Association Clubhouse assets are protected.

F. Communications

1. Maintain usage records for the Clubhouse and swimming facilities.
2. Maintain supply usage logs.
3. Record all chemical tests and the conditions for the pool and spa as outlined in the Opening and Closing Procedures.
4. Maintain a daily activity journal.
5. Report all inventory shortages or other problems, such as repair or service needs to the Maintenance Supervisor.

6. Promptly report all injuries, accidents or other incidents to the General Manager. Thoroughly document time, actions taken, people involved etc.
7. Provide input for improving Clubhouse operations.

G. Leadership

1. Assist in the training of new Clubhouse personnel.

H. Quality, Accuracy, and Timeliness of Work

1. Maintain swimming pool/Clubhouse facilities in a clean, safe and orderly condition always.
2. Operate and perform routine maintenance of pool and Jacuzzi systems as required.
3. Follow opening/closing procedures for the building and the pool.
4. Perform routine cleaning and servicing duties as scheduled.
5. When handling pool chemicals and cleaning supplies always use proper safety equipment and procedures.
6. Conduct routine landscaping duties around the Clubhouse Facility as directed.

I. Special Projects

1. Perform other tasks and/or projects as may be assigned.

APP X – 1F
Maintenance Technician
Position Type: Fulltime

A. Basic Requirements:

1. A high school graduate or equivalent preferred. Additional experience may be substituted for the required education on a year-to-year basis.
2. One or more years of experience in related work.
3. Possess a general knowledge of plumbing, carpentry and electrical repair and maintenance. The person shall have a general knowledge of the proper use of associated tools and equipment.
4. Ability to use landscape maintenance tools and equipment.
5. Possess a valid Washington State driver's license.
6. Must be in good general health. It is the goal of the Association to preserve and enhance the value of the Common Areas. It is the responsibility of every KPOA employee to work towards this goal. The Maintenance Supervisor shall directly supervise the Maintenance Technician. The duties of the Maintenance Technician shall include, but are not limited to, the following.

B. General and/or Specific Duties

1. Follow Personnel Policy (APP X –2).
2. Know the Association operations as they relate to Common Areas, facilities, amenities, and Vegetation Policy (APP II – 22).
3. Maintain all Association Common Areas, facilities, amenities and equipment.
4. Periodically monitor the beach parking lot area for unauthorized vehicles. Put notices on the windshield of vehicle s that does not have a Kala Point decal or Hang Tag on the windshield or a guest pass in the dash. Get a description of vehicle and license plate and put the information in the maintenance logbook.
5. Discuss and coordinate maintenance projects with the Maintenance Supervisor.
6. Be responsive to the membership at all times.
7. Understand and apply all safety procedures.
8. Comprehend and apply the essentials of pool/spa chemistry.

C. Planning and Organization

1. Perform and assign duties as outlined in the Grounds Maintenance Plan for KPOA Common Areas (Art II-9 of KPOA APP)
2. Perform the duties as outlined in the Annual Maintenance Logbook.
3. Notify the Maintenance Supervisor of any supplies needed.

D. Judgment and Decision Making

1. In the absence of the General Manager, the Maintenance Supervisor, will make decisions regarding purchases, repairs, and personnel in accordance with standard operating practices and procedures, coordinating with the KPOA President.
2. Be prepared to implement procedures for emergencies such as, fire, medical, power outage, earthquake, snow and wind storm etc.

E. Financial Management

1. Ensure that staff, supplies, and equipment are being used in a cost-effective manner.
2. Coordinate all purchases of equipment, supplies, and materials with the Maintenance Supervisor or the General Manager.
3. Ensure that all Association assets are in good/safe operational condition.

F. Communications

1. Maintain equipment and vehicle service logs.
2. Maintain supply usage logs.
3. Provide input for improving maintenance operations.
4. Maintain a daily Maintenance Logbook.
5. Report promptly inventory shortages or other problems, such as repair or service needs, to the Maintenance Supervisor or the General Manager.
6. Report promptly all injuries, accidents or other incidents to the General Manager.
7. Thoroughly document time, actions taken, people involved etc.

G. Leadership

1. Instruct other maintenance personnel on safety and procedural matters.

H. Quality, Accuracy, and Timeliness of Work

2. Maintain equipment and grounds in a clean, safe, and orderly condition at all times.

I. Special Projects

1. Perform other tasks and/or projects as may be assigned.

APP X - 2
PERSONNEL POLICY AND PROCEDURES
HANDBOOK

Amended June 8, 2010, Amended November 10, 2015, Amended December 11, 2015,
Amended November 8, 2016, Amended March 14, 2017, Amended December 12, 2017,
Amended October 8, 2019, Amended November 08, 2022

I. PURPOSE

To provide a guide for the hiring, employment, evaluation, compensation, benefits and, if necessary, termination of employees required by Kala Point Owners' Association (KPOA) for the accomplishment of its purpose as defined in the governing documents.

II. INTRODUCTION

KPOA intends to hire competent employees able to fulfill the needs of KPOA and to compensate fairly (salary plus benefits) its employees for the sustained performance of their work. This requires careful selection, job descriptions, establishment of goals, evaluation of results and appropriate compensation. It shall be the policy of KPOA to comply fully with all laws and regulations pertaining to employment. The General Manager is the person to whom the employee reports. The supervisor of the General Manager shall be the KPOA President.

KPOA is essentially a service organization whose success depends very heavily on the quality of its employees. The Board of Directors shall have responsibility for ensuring that this policy is current, effective and being properly applied. The Committee shall be composed of the President, the Vice President, the CFO and one or two others selected from the membership for their experience in personnel management and ideally to provide as much continuity from year to year as possible. It shall be the responsibility of the Personnel Committee to ensure that this policy produces fair and equitable results in its application.

III. EMPLOYEE CLASSIFICATIONS

Employees shall be categorized as exempt or non-exempt. Employees scheduled to work an annual average of 40 hours per week are classified as full-time employees. Employees scheduled to work an annual average of 30 or more hours per week but less than 40 hours per week are classified as regular employees. Employees scheduled to work an annual average of 20 or more hours per week but less than 30 hours per week are classified as part time employees. Employees scheduled to work an annual average of less than 20 hours per week are classified as seasonal employees.

Exempt employees shall be paid on an annual salary basis, are not eligible for overtime, and may have employment contracts at the option of the Board. Non-exempt employees shall be paid at an hourly rate and are eligible for overtime. Employees, except for seasonal employees, are hired for year-round positions. Full-time and regular employees with one year of service shall be eligible for Medical Benefits. Employees other than seasonal shall be eligible for Vacation, Sick Time, and Holiday Pay Benefits according to the schedule in this policy, and are hereinafter referred to as EWB (employee with benefits). Seasonal nonexempt hourly employees may be hired for periods of specific need and shall only be eligible for legally required benefits. Seasonal employees subsequently accepted as EWB employees shall have an anniversary date based upon the beginning of EWB employment.

IV. HIRING POLICY

The General Manager is responsible for the hiring process of non-exempt employees. The Personnel Committee is responsible for the hiring process of exempt employees. KPOA has a practice of not hiring family members that would be a direct report to the related manager. Applicants shall provide their resume, if available, including references. If there are no immediate openings or the applicant is not selected for a position, the applicant shall be advised that the application will be kept in an active file for one year. All applications shall be kept in the employment file maintained by the General Manager.

KPOA prohibits discrimination based on race, color, religion, sex, age, national origin, veteran status, sexual orientation, family status, or disability:

1. KPOA will not discriminate against any employee, manager, or applicant.
2. All employees, managers, and job applicants are guaranteed the same employment opportunities.
3. The General Manager will make all recruitment, placement, selection, training, and layoff decisions based solely on job--related qualifications and abilities.
4. No person or employee, no matter his or her title or position, has authority, expressed, actual, apparent or implied, to discriminate against another employee of KPOA.

The Kala Point Owners' Association conducts background checks on all job candidates post-offer (contingency offer). KPOA may also use a third-party administrator to conduct background checks. The type of information collected by KPOA includes, but is not limited to, a criminal background check, education, employment history, credit, and professional and personal references. This process conducted will verify the accuracy of the information provided by the candidate and determine his/her suitability for employment. KPOA will ensure that all background checks conducted comply with applicable Federal and State Statutes, such as the Fair Credit Reporting Act.

In accordance with the Title VII of the Civil Rights Act, this information cannot be used as a basis for denying employment, unless it is determined to be job-related.

See Exhibit C Background Check Guidelines.

See Exhibit D Background Check Authorization Form.

Attendance

Employees are expected to arrive at work before they are scheduled to start and be productively engaged in KPOA business by the scheduled start time.

KPOA views attendance as an important facet of your job performance review. All unapproved absences will be noted in the employee's personnel file. Excessive absences, including sick leave, will result in disciplinary action, up to and including termination.

Smoking

KPOA endeavors to provide a healthy environment. Therefore, any use of tobacco products such as pipes, cigars, cigarettes, chew, snuff, vaping, snus (spitless tobacco) and clove cigarettes is prohibited.

Use of Company Property

KPOA will provide you with the necessary equipment to do your job. None of this equipment should be used for personal use, nor removed from the physical confines of KPOA - unless it is approved by the General Manager.

Computer equipment, including laptops, may not be used for personal use; this includes word processing and computing functions. It is forbidden to install any other programs to a company computer without the written permission of the General Manager. These forbidden programs include, but are not limited to, unlicensed software, pirated music, and pornography. The copying of programs installed on the company computers is not allowed unless you are specifically directed to do so in writing by the General Manager.

The telephone lines at KPOA must remain open for business calls to service the members of Kala Point. Employees are requested to discourage any personal calls - incoming and outgoing - with the exception of emergency calls.

V. JOB DESCRIPTIONS

Current job descriptions can be found in APP X-1 parts A through G.

A job description for all exempt positions shall be prepared, reviewed, and updated as needed by the Board. A job description for all non-exempt positions shall be prepared, reviewed, and updated as necessary by the General Manager. The Board shall approve all job descriptions. If employment contracts are used, the contract shall reflect the principles of this policy. Job classifications shall be determined based on the job description. Where there are specific qualifications for a job, such qualifications shall be shown in the job description. These may include requirements for such elements as confidentiality, trust in handling money, or keeping books and records. The following elements, as appropriate, should be included in each job description:

1. Specific duties to be performed by this position;
2. Requirements for attention and responsiveness to the members;
3. Responsibility for planning and organizing duties to best utilize available resources and to protect Association assets;
4. Financial management and administration including sound purchasing practices and prudent use of assets.
5. Responsibility for communicating ideas, situations and concerns to management;
6. Responsibility for directing, developing and motivating others as appropriate;
7. Responsibility for quality and timeliness of work including attendance; and
8. Responsibility for exercising initiative and adaptability for special projects assigned to the employee.

If the General Manager or the Personnel Committee determines that there are significant changes in the responsibility in a position, it may be reclassified or a new position created. An increase in the volume of work does not necessarily warrant a position change. Current employees shall be considered first for promotion into new or vacated positions.

Upon the revision of any existing job description or the creation of a new Board-approved position, the General Manager shall give a copy of the job description and applicable compensation range to the employee.

VI. ANNUAL GOALS

All employees (other than seasonal) and the General Manager shall annually establish written goals and appropriate measures for achievement. These goals shall be shared with the members of the Personnel Committee.

VII. EMPLOYEE PERFORMANCE REVIEW

The purpose of a performance review is to evaluate ongoing performance for the evaluation period and to help the employee improve performance. Any employee may appeal his/her review to the Personnel Committee and to the Board. At least annually, and no later than June 1, the General Manager will prepare a written performance review covering the categories of the job description and the specific goals for the job. This review shall be completed in a timely manner to support the inclusion of any compensation changes in the budget for the following year. New employees shall be reviewed in writing after the first six months. Employees may request an interim review or the General Manager may choose to give one where appropriate.

Directors having input to the performance reviews of non-exempt employees should provide this directly to the General Manager. In the case of exempt employees, the President shall request input to the performance review from each director to the extent that they have direct knowledge. All reviews shall be approved by the next level of supervision, generally the President, before discussion with the employee.

Throughout the year, as specific achievements are made or constructive criticism is required, each should be discussed with the employee. When the written review is done, there should be no surprises to the employee.

Each category of the performance review form (See Exhibit E) for non-exempt employees shall be prepared by the General Manager

Performance Scale

- Learning or below requirements
- Satisfactory in most aspects of the job
- Fully satisfactory in all aspects of the job
- Exceeds job requirements in some aspects
- Exceeds job requirements in all aspects

Employees should be hired with the expectation that they would attain “fully satisfactory” after appropriate learning and development. An employee remaining at below requirements would be a candidate for termination. An employee who exceeds requirements may be a candidate for new responsibilities.

When complete and after review by the President, the General Manager shall discuss the performance review with each non-exempt employee, noting any comments or reactions by the employee. The employee may add any comments he/she may wish and shall sign the review to acknowledge having received it. Such signature indicates neither agreement nor disagreement with the review. All non-exempt employee reviews shall be shared with the Personnel Committee for reference use in making recommendations for adjustment of compensation.

Exempt employee performance reviews shall be prepared by the President, discussed with the employee, signed by the President and subsequently shared with the Personnel Committee.

Performance reviews shall be placed in the employee's confidential file maintained by the General Manager and a copy shall be given to the employee. The General Manager's signed performance review shall be kept by the President in separate file that shall be maintained by each succeeding President.

VIII. PROBATION

All employees shall be on probation for a period of six-months (180 days) after date of hire and may be discharged without cause during this period or terminated at the end of the probationary period.

IX. EMPLOYEE COMPENSATION

Employee compensation is based on an established range for each job classification and the anniversary date for appropriate benefits. The anniversary date shall be the most recent date of hire unless the employee is given Board-approved credit for prior employment.

Individual salary rates shall be considered confidential information.

X. EMPLOYEE COMPENSATION RANGES

For each position, a compensation range shall be established with five steps. The five steps will be based upon factors including but not limited to:

1. Contract compensation;
2. Comparable compensation according to local market conditions;
3. Inflation factors;
4. Association budgetary constraints; and
5. Changes in benefit programs (benefits are a part of total compensation).

It shall be the responsibility of the Personnel Committee with the support of the General Manager to gather all pertinent labor market data each year for the purpose of determining whether or not the KPOA compensation ranges are appropriate relative to the considerations listed above. The Board shall approve any proposed compensation changes. Changes in compensation ranges do not guarantee an increase to any employees. Employee increases are merit based, as described below in Compensation Recommendations.

XI. COMPENSATION RECOMMENDATIONS

The General Manager shall recommend compensation adjustments to the Personnel Committee, based on the performance reviews, changes in the Cost-of-Living index, and wage range surveys. The Personnel Committee and General Manager shall make recommendations to the Board at its regular meeting in June to be effective January 1, of the following year for all employees with one year or more of service. New employees with less than one year of service may be considered for interim increases by the General Manager based on performance reviews and with the approval of the Board.

Increases in compensation shall be for sustained good performance. No employee is guaranteed a compensation increase.

The General Manager and the President or the Vice President, shall sign approved increases for non-exempt employees. The President or the Vice President shall sign approved increases for exempt employees. The General Manager shall notify employees of any change in compensation as soon as practicable after Board approval (and signatures).

XII. TIME RECORD

A time record (card) shall be maintained for all non-exempt employees. All time cards shall be signed by the employees and approved by the General Manager. All time cards shall be submitted bi-weekly on the last worked day (typically Friday).

Non-exempt employees shall record the start and stop times for the shift and lunch break, the hours worked regular time, the hours worked overtime, and leave-with-pay hours.

XIII. WORK WEEK

The workweek shall be from Saturday through Friday.

XIV. PAY DATES AND PAY PERIOD

Salaries and wages shall be paid biweekly. The pay period shall be for two workweeks. The pay date shall be on Thursday for the preceding pay period.

XV. PAY RATES

SALARY OR WAGES PER PAY PERIOD

Exempt Employees: Salary per pay period = Annual salary divided by the number of pay periods for the year.

Non-Exempt Employees: Wages per pay period = Hourly rate times actual hours worked and/or pre-approved leave-with-pay during the pay period.

PAY FOR OVERTIME HOURS

Exempt Employees: are not eligible for overtime.

Non-Exempt Employees: An employee working more than 40 hours per week shall be paid one and a half times the hourly rate for hours worked overtime (over 40 hours). Note: Holiday pay and leave-with-pay hours count towards the 40 hours worked.

Emergency Call Out: A non-exempt employee who is called in to work outside normal business hours shall be compensated at the prevailing overtime rate for a minimum of two (2) hours.

Overtime Approval: All overtime hours must be pre-approved by the General Manager or in his/her absence by the President or in his/her absence the Vice President.

XVI. EMPLOYEE BENEFITS

KPOA will provide, at a minimum, all statutory employee benefits as prescribed by the U.S. and the Washington State governments to all of its employees. Additional benefits may be offered at the discretion of the Board and as provided herein. Annually, at year-end, each employee shall be provided with necessary tax statements. In addition, a statement of employee benefits including the cost to KPOA shall be provided to each employee.

XVII. SAVINGS INCENTIVE PLAN FOR EMPLOYEES OF SMALL EMPLOYERS (SIMPLE IRA)

1. A SIMPLE IRA will be established for each employee who meets the eligibility requirements
 - a. All employees receiving at least \$4,000 in compensation during each of the 2 prior years and who are reasonably expected to receive at least \$4,000 in compensation during the current year are eligible to participate in the plan.
2. The employee will be enrolled in the plan as of January 1 of the year following establishment of eligibility.
3. The KPOA contribution shall be a non-elective contribution of 2% of compensation on behalf of each eligible employee.
4. The employee may contribute a percentage of compensation up to the limit established by the IRS. The amount, which is deductible from gross compensation for tax purposes, is subject to various limitations defined by the IRS.
5. In addition to the 60-day period preceding the first day of the Plan Year, an employee may make or amend his or her Salary Deferral Agreement quarterly.
6. An employee who terminates his or her Salary Deferral Agreement during the year may enter into a new Salary Deferral Agreement as provided above.

XVIII. MEDICAL INSURANCE

A medical insurance plan, as provided for by the Board of Directors, shall be provided for employees as follows:

Full-time and regular employees shall be eligible for Medical Benefits. Their Legal Dependents are also eligible for Medical Benefits. The employee contribution for their medical coverage is 16% of the premium charged by the insurance provider. The employee contribution for legal dependents is 40% for full-time employees and 100% for regular employees. These contribution percentages are common among small companies of 6 to 13 employees.

The employee contribution rate will be reviewed and approved by the Board annually.

The Board reserves the right to modify coverage, set a maximum dollar contribution by KPOA to the plan, or discontinue the plan altogether.

Eligible employees with a hire date of 1 January 2022 or later, if they elect to participate in the medical insurance plan, will contribute at the percentages shown above. Actual costs will vary by year as the premiums charged vary, but the percentages shall remain the same.

Eligible employees with a hire date of 31 December 2021 or earlier, have made lower employee contributions in the past. It is KPOA policy to incrementally increase the percentage contribution rates annually until they equal the 16 and 40 percent rates for new employees.

The detailed formula for computing contribution rates and thus the actual dollar contributions during this transition is at Exhibit F.

This incremental concept protects current employees from a onetime dramatic increase in their

cost of medical insurance, while making the KPOA contribution gradually more in line with best business practice.

XIX. LEAVE PROCEDURES

All requests for leave (with or without pay), except for unexpected sick time, must be on the approved KPOA form, and signed in advance by both the employee and the General Manager. The KPOA President shall sign for the exempt position. The approved leave requests shall be filed and available for review by the Internal Controls Committee and/or an external auditor.

XX. LEAVE-WITHOUT-PAY

Non-medical Leave

A request for a non-medical leave-without-pay shall be considered on an individual basis for regular employees and is NOT automatically approved.

For non-medical leave-without-pay in excess of 5 days, the employee must prepay his/her medical premiums if:

1. He/she wants to continue medical benefits and
2. Dropping the benefits would jeopardize the underlying cost structure of the current KPOA health benefit plan.

For non-medical leave-without-pay in excess of 5 days, the employee shall not continue to accrue benefits during the leave.

Medical Leave

A request for a medical leave-without-pay shall be considered on an individual basis for regular employees and is NOT automatically approved, whether work related or non-work related. An employee with benefits on medical leave-without-pay shall continue to accrue benefits for 60 days beginning with the first day of the next month immediately following the first day of work missed. The General Manager may extend this period subject to approval. The request shall be submitted to and approved by the General Manager.

The General Manager must submit his/her request to the President/Vice President for approval.

During leave-without-pay, there shall be no loss of previously accrued benefits, if any.

An employee who fails to return at the end of a scheduled leave of absence or any agreed upon extension may be terminated.

Leave-without-pay for a period of 45 calendar days or less shall not alter an employee's anniversary date of employment. Leave-without-pay for a period in excess of 45 calendar days shall result in the employee's anniversary date of employment being adjusted to reflect the period of leave.

XXI. LEAVE-WITH-PAY FOR EMPLOYEES WITH BENEFITS

A. PAID TIME OFF HOURS CALCULATION

Paid time off, is calculated and accrued in hours to the second decimal place (i.e., 0.01. Paid time off is used in minimum increments of 15 minutes (a quarter of an hour).

B. VACATION

1. An employee working an average of 20 hours per week or more shall be eligible for Vacation

Pay Benefits after one full year of service and on a prorated basis thereafter. For employees with less than one full year of service, the General Manager shall estimate the total hours expected to be worked for the next twelve (12) months, divided by fifty-two (52) to calculate the hours per week. Full time employees with benefits shall be entitled to accrue vacation per the following schedule. Regular and Part Time employees accrue vacation modified by the average number of work hours per week divided by 40:

After:	1 year	40 hours of vacation
	3 years	80 hours of vacation
	10 years	120 hours of vacation
	15 years	160 hours of vacation

2. No more than two (2) times the annual accrual of vacation hours may be accumulated. Employees whose accrued leave balance equals their maximum accrual do not earn additional leave until their leave balance falls below the maximum. After one full year of service, vacation hours are accrued each pay period. First year regular and part time employees will have their first year accrued leave posted to their employment record on the anniversary of their hire.
3. A terminating employee with more than one full year of service shall be paid for unused accrued vacation hours. Unused accrued vacation hours by a terminating employee shall be paid at the current pay rate at the time of termination.
4. Vacation requests (forms available in the KPOA office) are to be submitted as far in advance as possible to the General Manager for approval. Vacation may be taken one or more hours at a time, if approved by the General Manager. While employee wishes for vacation dates should be accommodated to the greatest degree possible, the operational needs of KPOA must be covered. Requests shall be kept in the employee's personnel file.
5. The General Manager shall submit his/her own vacation request to the President or in his absence the Vice President for approval in advance of such vacation plans.
6. The General Manager shall maintain records of eligibility dates, accumulated vacation and vacation time taken for each employee and shall furnish this information to the employee upon request.
7. Vacation pay shall be based on the employee's current rate of pay and paid time off hours as calculated in paragraph (A) above.
8. KPOA's vacation policy is to periodically use vacation to refresh and reduce stress. Accordingly, employees are strongly encouraged to plan ahead and regularly use vacation to avoid leave balances greater than a one-year accrual. The General Manager shall notify the Personnel committee and the Board when any employee leave balance is 150% of their annual accrual.
9. KPOA policy is not to "buy out" accrued vacation hours. In exceptional circumstances and with prior approval of the Board, an employee may be paid for unused accrued vacation hours not to exceed one year's accrual.

C. SICK LEAVE

1. During each full year of service, employees working an average of 20 hours per week or more (or planned to have 20 hours or more per week during their first year of service) shall be eligible for Sick Leave Benefits and shall accrue a maximum of 80 hours of paid sick leave, which shall accumulate each pay period at a rate of 3.08 hours. A maximum of 240 sick leave hours may be accumulated.
2. Payment for sick leave shall not exceed the accumulated hours and shall be made at the current pay rate and paid time off hours at the time the illness occurs. The General Manager must approve all non-exempt employee sick leave. Sick leave for exempt employees shall be approved by the President or Vice President.
3. Unused sick leave cannot be bought out and is lost at termination.
4. Sick leave may be used for the illness of the employee or the employee's dependents in accordance with RCW 49.46.210
5. An employee with an absence due to sick leave of five consecutive days may be required to present a release from a doctor upon return to work. Such release shall state the duration of the condition and the employee's fitness to return to work.
6. The General Manager shall maintain records of the credit and use of sick leave and shall provide the employee with this information upon request.
7. An employee must call the office on a scheduled workday when the employee will not work due to sick leave. If an employee fails to notify the office on three (3) consecutive scheduled workdays, KPOA may assume the employee has resigned.

D. EMERGENCY LEAVE

During the year, certain emergencies may occur such as heavy snowfalls necessitating snow removal and sanding of roads, high winds requiring removal of fallen trees and limbs, fire in the neighboring forest or other natural phenomena. The General Manager, with the approval of the President, Vice President, or Secretary may declare an emergency leave day and close normal operations.

Employees with benefits scheduled but not required to work will have the day off with pay for the scheduled hours and that day will not be charged against the employees' annual leave allotment. Employees with benefits required to work will be paid overtime at the appropriate rate (double time for holidays, otherwise one-and-a-half time.)

E. HOLIDAYS

KPOA provides eight paid holidays per year for EWB (Employees with Benefits) employees: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. The Friday after Thanksgiving and Christmas Eve Day shall be a paid day off. For employees working an average of 20 hours per week (or planned to have 20 hours or more per week during their first year of service) shall be eligible for Holiday Pay benefits. If a holiday falls on a Saturday, the preceding Friday shall be the paid day off; if the holiday falls on a Sunday, the following

Monday shall be the paid day off. Hours paid for a holiday shall be based on the paid time off hour's calculation in paragraph (A) above.

F. BEREAVEMENT LEAVE

An employee with benefits shall be allowed up to four days off with pay due to the death of one of the employee's immediate family members. Immediate family members are defined as an employee's spouse, parents, parents-in-law, stepparents, siblings, siblings-in-law, children, stepchildren, grandparents, or grandchildren.

The General Manager, or in his/her absence, the President or Vice President must approve bereavement leave in advance.

G. JURY DUTY - WITNESS DUTY

An employee with benefits who is required to serve on a jury or is subpoenaed as a witness shall be paid the difference between the earnings as a juror or witness and the regular salary/wages, as computed for paid time off hours in paragraph (A) above, for a maximum of ten (10) days. Employees are required to notify their supervisor in advance of jury or witness duty. If an employee reports for jury duty and is excused, the employee shall report for work for the balance of the day, if there are three or more hours remaining in the workday.

H. Employee Family Leave Policy (EFL)

1. **CATEGORY OF LEAVE:** Paid absences for the birth of a child/children or the placement of a minor child/children for adoption or foster care with the employee is authorized for KPOA employees.
2. **EMPLOYEE ELIGIBILITY - For purposes of this policy:**
 - a. Employee must have worked for KPOA for at least 12 months prior to requesting EFL.
 - b. Paid absences such as vacation, holidays, and sick leave shall be included in the above calculations as hours worked.
3. **BASIS FOR REQUESTING EFL:** The birth of a child to the employee or the employee's spouse or the placement of a child with the employee for purposes of adoption or foster care.
4. **LEAVE ENTITLEMENT:** Leave is authorized for the period January 1 through December 31. One leave period shall be authorized per event, i.e., birth, adoption, and foster care placement. The amount of leave shall be calculated as follows: average payroll hours per week worked in the previous calendar year multiplied by two with a maximum paid family leave of 80 hours. If an employee was not employed the entire previous calendar year, the previous 12 months shall be used as the basis for calculation. The maximum paid (EFL) is 80 hours.
5. **MINIMUM INCREMENTS:** The minimum increment for non-exempt employees is the number of hours of one regular workday; the minimum increment for exempt employees is at the discretion of the Board President/Vice President. The General Manager may set minimum increments to meet administrative office responsibilities.

6. **RESTRICTIONS:** Unused EFL does not carry over to the following year.
7. **TRANSFERABILITY:** EFL is not transferable from one employee to another.
8. **AUTHORIZATION:**
 - a. The General Manager (GM) shall approve EFL requests by KPOA employees.
 - b. The KPOA Board President/ Vice President shall approve EFL requests by the GM.
9. **CERTIFICATION:** The word of the employee is sufficient to invoke their EFL entitlement.
10. **RECORDKEEPING REQUIREMENTS:** The General Manager shall establish a recordkeeping system of EFL requests and usage.
11. **REPORTING REQUIREMENTS:** The General Manager shall prepare an annual report of EFL usage to the KPOA Board President and the Personnel Committee.

XXII. CONFLICTS OF INTEREST

For non-exempt employees it shall be the responsibility of every employee to bring to the attention of the General Manager any conflict or potential conflict between the interests of KPOA and those of the employee. For exempt employees the KPOA President shall be notified of potential conflicts of interest.

XXIII. ALCOHOL AND DRUG FREE WORKPLACE

Kala Point Owners' Association supports the requirements of the State of Washington and the United States Drug Free Workplace Act of 1988, recognizing that the maintenance of an alcohol and drug free workplace is essential to the safety and welfare of its employees. It is the responsibility of the employer through management and supervisory personnel to administer this policy. It is the responsibility of the employee to be alcohol and drug free while performing on the job.

In the event there is reasonable suspicion that substance abuse is a factor in an employee's performance, the matter shall be brought to the attention of the General Manager. The General Manager shall investigate the allegation and may require the employee to be evaluated, at KPOA's expense, for substance abuse by referring the individual to an approved testing facility. Based on the evidence produced from the evaluation, the employee may be required, as a condition of continued employment, to participate in a comprehensive substance abuse treatment program, at the employee's expense. Failure of the employee to report for an evaluation shall be considered an act of insubordination and shall be subject to immediate disciplinary action, which may include termination.

The employer shall afford employees an opportunity to deal with drug and alcohol related problems. All employees are encouraged to seek advice, information, and assistance voluntarily. Medical confidentiality will be maintained, consistent with this policy.

Any employee who voluntarily requests assistance in dealing with a personal drug and/or alcohol problem may do so through a private treatment program for drug and alcohol problems, at the employee's expense. If an employee seeks drug or alcohol treatment voluntarily and not under adverse employment circumstances, the discontinuation of any involvement with alcohol or drugs shall be required for continued employment. This is consistent with the employer's policy of

maintaining a drug free workplace.

All employees who use prescribed or over-the-counter drugs, which may cause adverse side effects (e.g., drowsiness or impaired reflexes or reaction time), shall inform the General Manager that they are taking such medication. Such employees are responsible for informing the General Manager of the possible effects of the drug on performance and the expected duration of use. If the drug use could cause production or safety problems, the General Manager may grant the employee sick leave or temporarily assign the employee different duties.

If at any time an employee shall be involved in any accident which is associated with that person's employment or if at any time the employer has a reasonable suspicion that an employee is under the influence of non-prescribed drugs or alcohol, the employer shall have the right to demand that the employee undergo a test of their breath, blood and/or urine. Failure of the employee to report for such testing shall be considered insubordination and shall be grounds for immediate disciplinary action, which may include termination.

Each employee has the responsibility to report to the General Manager the facts and circumstances leading up to a conviction for violating any criminal drug or alcohol statute. Reporting must take place within five (5) days from the date of conviction. Failure of the employee to report may result in termination.

An employee convicted of such offense may be required, as a condition of continued employment, to satisfactorily and participate in a substance abuse assistance, rehabilitation, or education program. The cost of such program will be at the employee's expense.

The confidentiality of all complaints and reported violation of the provisions of this policy will be strictly maintained, except as required by the public disclosure laws, court order, or as required in ordinary personnel actions.

XXIV. SEXUAL OR RACIAL HARASSMENT POLICY:

It is the policy of Kala Point Owners' Association to provide a work environment for all of its employees, which is harmonious and free from intimidation. To this end, the Association will not tolerate any form or degree of sexual or racial harassment. Harassment is deemed a violation of the trust granted by KPOA, (App X-2, and Sec. XXV). An employee who engages in such behavior may be in violation of federal and state law, as well as this policy. Prompt disciplinary action shall be taken against an employee who is guilty of sexual or racial harassment. Employees or witnesses who report harassment shall not be subjected to any form of retaliation. Any employee responsible for any form of retaliatory conduct shall be subject to disciplinary action.

All complaints, investigations, and reports made according to this policy will be kept confidential unless KPOA is required to reveal such matters under law or court order.

Section I -- Definitions

Sexual or Racial Harassment Includes

1. Any deliberate or repeated unsolicited or unwanted verbal or written comments, conduct, gestures, or physical contact of a sexual or racial nature by any employee, which are unwelcome to the recipient or which cause the recipient discomfort or humiliation or which interfere with the recipient's work performance or which have the purpose or effect of

creating an intimidating, hostile, or offensive working environment.

2. Any incident in which the General Manager uses implicit or explicit coercive sexual or racially biased behavior to influence or affect the career, salary, or employment of another employee or prospective employee.
3. Any incident described in Section I-1 above involving activities of an employee harassing anyone within the covered property.

Section II -- Sexual or Racial Harassment Examples

Examples of Sexual or Racial Harassment include but are not limited to:

1. Remarks or jokes about a person's clothing, body, sexual activity, heritage, race, or unwanted touching, patting, or brushing against a person;
2. Verbal abuse of a racial or sexual nature or pressure for sexual activity;
3. Deliberate or repeated behavior of a sexual nature which is unsolicited or unwelcome; and
4. Deliberate or repeated behavior using racial slurs, signs, or gestures.

If an employee is uncertain if what he/she is experiencing is sexual or racial harassment, the General Manager or any member of the Personnel Committee is available for confidential assistance.

PROCEDURES

The following procedure is to be used when anyone within the covered property believes that he/she is experiencing racial or sexual harassment of any kind by an employee.

ACTION BY:

Employee

1. Clearly informs the "harasser", whenever possible, that his/her behavior is inappropriate, offensive, and unwelcome and should immediately cease. "I don't like (describe). You must stop NOW!"
2. Informs the first non-involved supervisor (General Manager) of the specific allegation, the date(s) of the occurrence(s), the individuals involved and any witnesses.
 - (a) Exception - When the General Manager is the subject of the complaint, the employee shall inform any member of the Personnel Committee who shall investigate.

Person receiving a complaint or witnessing harassment

Any employee or KPOA member receiving a complaint for harassment or witnessing harassment should notify the Personnel Committee in a timely manner.

Personnel Committee

1. Investigates the complaint in a timely manner.
2. Informs the Board (in executive session) of the complaint and investigation-taking place.
3. Determines any disciplinary action for employees.
4. The Personnel Committee advises the parties to the complaint of the results and any disciplinary action taken.

Parties to the complaint

May appeal the decision to the full Board, within 30 days, if they feel the findings were incorrect or the disciplinary action was inappropriate.

Board

Following an appeal, the board:

1. Reviews the original decision and renders a written decision on the appeal.
2. Provides written copies of the decision to all parties to the complaint and to the General Manager.

General Manager/Personnel Committee

1. Makes follow-up inquiries to ensure the harassment has not resumed and the victim and witnesses have not suffered any retaliation.
2. Maintains a permanent file of incident and actions taken.

XXV. TERMINATION (EMPLOYEE AT WILL)

Employment at Will is a doctrine of American law that defines an employment relationship in which either party can break the relationship with no liability, provided there was no express contract for a definite term governing the employment relationship or that the employer does not belong to a collective bargain (i.e., a union). Under this legal doctrine:

- Any hiring is presumed to be “at will”; that is, the employer is free to discharge individuals “for good cause, or no cause at all,” and the employee is equally free to quit, strike, or otherwise cease work.
- If a reason is given, it cannot be based on **discrimination or retaliation**, such as being fired for reporting illegal activities or unsafe conditions.

An employee may be terminated for unsatisfactory performance, for failure to reasonably progress to fully satisfactory performance, for violations of the criminal law or for violation of the trust granted by KPOA.

An employee may be immediately terminated for violation of the trust granted by KPOA for misuse of KPOA property or equipment failure to maintain confidential information when the information is so identified. Failure to use supplied safety equipment, failure to report material conflicts of interest, use of drugs or alcohol in the work place (other than that prescribed by a doctor), physical violence or the threat thereof, misuse of KPOA funds or to misrepresent entitlement to payment.

An employee charged and convicted of a violation of criminal law may be terminated upon conviction. Prior to conviction, an employee unable to satisfactorily perform his/her duties shall be suspended without pay until convicted or able to return to work.

At the time of termination, the employee shall be advised in writing of the right to appeal the termination within 30 days to the full Board. The President shall be advised as soon as possible of any actual or planned terminations and the reason. The General Manager is responsible for the termination process of non-exempt employees and shall present a written recommendation to the Personnel Committee for its approval. The Personnel Committee is responsible for the termination process of exempt employees and shall present a written recommendation to the full Board for its approval. All recommendations to terminate an employee shall define clearly the cause(s) for termination, what efforts have been made to rectify the situation, and be accompanied by copies of the employee's performance reviews. Any employee termination for cause, exempt or non-exempt, shall be approved by two-thirds (2/3) of the full Board (excluding vacancies).

All employees who voluntarily resign or are terminated from Kala Point employment shall be requested to complete the Exit Interview form found in APP-X-2 Exhibit E. In addition, all departing employees may meet with a member of the Personnel Committee for a confidential interview.

XXVI. ARBITRATION AGREEMENT

All non-exempt employees shall sign an Arbitration Agreement (see Exhibit A). Note: The General Manager's contract contains such an agreement.

XXVII. OPEN DOOR POLICY

Any employee having questions or concerns about his/her job is encouraged to discuss the matter with the General Manager. As an alternative, the employee may discuss the matter with a member of the Personnel Committee or any other director. The member contacted shall then ensure that the employee's concerns are appropriately addressed.

XXVIII. PERSONNEL FILES

The General Manager shall maintain a confidential personnel file for each employee except that the President shall maintain a confidential personnel file for each exempt employee reporting to him/her. Such files shall be available only on a "need to know" basis. The contents shall include the employment application, all performance reviews, the job description, compensation record, vacation record, sick leave record, and any other documents pertaining to employment at KPOA. An employee is entitled to review his or her own file upon request to the supervisor, but only in the presence of the supervisor.

Employee files shall be maintained for five years after the termination of employment. Requests for verification of former employment with Kala Point shall be answered with the dates of employment only.

XXIX. DISTRIBUTION OF THIS POLICY

Upon approval by the Board, this policy shall be distributed to all employees. Each employee shall sign a receipt, which shall be kept in the employee's personnel file.

XXX. BULLETIN BOARD

All legally required employment notices shall be posted at the clubhouse/Administration Bldg.

XXXI. Workplace Discrimination

KPOA prohibits discrimination based on race, color, religion, sex, national origin, veteran status, sexual orientation, family status, or disability either mental or physical.

No person or employee, no matter their title or position, has authority, expressed, actual apparent or implied, to discriminate against another employee of KPOA

APP X-2
Exhibit A
Arbitration Agreement
Amended February 19, 2008

We agree that any disputes arising during, or from, the employee's employment with the Kala Point Owners' Association shall be settled by arbitration pursuant to the rules of the American Arbitration Association.

Employee

Date

General Manager

Date

APP X – 2
Exhibit B
Acknowledgement of Receipt
Employee Handbook
Amended June 8, 2010

This employee handbook has been prepared for your information and understanding of the policies, philosophies and practices and benefits of Kala Point Owners' Association. Please read it carefully. Upon completion of your review of this handbook, sign the statement below, and return it to your supervisor by the due date. A copy of this acknowledgment appears at the back of the handbook for your records.

I, _____, have received and read a copy of the Kala Point Owners' Association Employee Handbook, which outlines the goals, policies, benefits and expectations of KPOA, as well as my responsibilities as an employee.

I have familiarized myself with the contents of this handbook. By my signature below, I acknowledge, understand, accept and agree to comply with the information contained in the Employee Handbook provided to me by KPOA. I understand this handbook is not intended to cover every situation, which may arise during my employment, but is simply a general guide to the goals, policies, practices, benefits and expectations of KPOA.

I understand that the Kala Point Owners' Association Employee Handbook is not a contract of employment and should not be deemed as such.

(Employee signature)

Please return by: _____

APP X – 2
Exhibit C
Employment Background Authorization Check Guidelines
Amended June 8, 2010, November 08, 2022

General Guidelines:

1. **NEW HIRES:** Background checks are required for all new hires. This includes all full-time, regular, part-time, and seasonal employees. The background check must be completed and results verified **before** any employee begins work. At no time should an employee begin work until KPOA has verified results of the background check.
2. **RE-HIRES:** A background check is required for all returning employees that have been separated from KPOA for longer than 90 days.
3. **EMPLOYMENT CONTINGENCY:** Background checks are to be processed after a contingent offer of employment has been extended to the applicant. Note: *The offer of employment is contingent upon the successful results of the background check.*
4. **AUTHORIZATION BY APPLICANT:** The candidate must authorize the background check. This is done by having the applicant complete the **Background Check Authorization form**. This form is available to the applicant on the KPOA website, administration office, and can be sent via e-mail to the candidate as well. To expedite the process, the candidate may fax the completed and signed form to the KPOA Office.

Note: *All applicants must complete an Employment Background Check Authorization form for employment, as this is required to be submitted to the Washington State Patrol who conducts the background check.*

Verification of Background Checks

1. The results of the background check will be sent directly to the KPOA General Manager.
 2. The General Manager will review the report. If any discrepancies or criminal histories are noted, the General Manager will notify the President or Vice President of the Board of Directors for final determination.
 3. If the background check is favorable, the General Manager will notify the Personnel Committee, that the candidate is approved to begin employment. **Adverse Action Notifications**
1. If a background check is returned with unfavorable results, the General Manager will notify the Personnel Committee.
 2. KPOA will contact the candidate to inform him/her that the KPOA is rescinding its contingent offer of employment and that he/she will receive written notification that the General Manager will send a summary of the candidate's rights under the Fair Credit Reporting Act. The Personnel Committee or General Manager Will give the candidate the opportunity to review a copy of the report, which informs him/her of his/her rights to dispute inaccurate information.

APP X – 2
Exhibit D
Employment Background Check Authorization Form
Amended June 8, 2010, November 08, 2022

WASHINGTON STATE: If we request an investigative consumer report, you have the right, upon written request made within a reasonable period after your receipt of this disclosure, to receive from us a complete and accurate disclosure of the nature and scope of the investigation we requested. You also have the right to request from the consumer-reporting agency a written summary of your rights and remedies under the Washington Fair Credit Reporting Act.

APPLICANT COMPLETES THE FOLLOWING

Signature

Today's Date

Print Full Name

Position Applied For

Department

The following information is required by law enforcement agencies and other positive identification purposes when checking public records. It is confidential and will not be used for any other purposes.

Home Address

City

State

Zip

Date of Birth

Social Security Number

Name as it appears on License

Driver's License Number and State

**Have you ever been convicted of or pled guilty to a crime? ☐ No ☐ Yes if yes, please explain:
(A conviction will not automatically disqualify you from being considered as a candidate for employment.)**

APP X-2
Exhibit E
Exit Interview
Approved November 8, 2011

Your opinion is important to us.

Name: _____ **Supervisor:** _____

Department: _____ **Position:** _____

1.	Why are you leaving the company? (If more than one applies, please indicate.)	Personal reason	Medical benefits	Position Ended (Seasonal)	Quality of supervision	Work environment
2.	Please explain your reason(s) for leaving in more detail.					
3.	What suggestions for improvement do you have for us?					
4.	If we implemented those suggestions, would you return to work here?			Yes	No	
5.	Would you recommend this company to your friends as a good place to work?			Yes	No	
	In this section, please rate the following statements:	Strongly agree	Somewhat agree	Somewhat disagree	Strongly disagree	
6.	I believe that I was treated like a valuable member of the company.	1	2	3	4	
7.	My immediate supervisor let me know when I was doing a good job.	1	2	3	4	
8.	I felt free to suggest to my supervisor changes that would improve my department.	1	2	3	4	
9.	My job duties and responsibilities were clearly defined.	1	2	3	4	
10.	I received the proper training in order to perform my job effectively.	1	2	3	4	

11.	Employee problems and complaints were resolved fairly and promptly in my department.	1	2	3	4
12.	If I had questions or concerns, I felt comfortable speaking with:				
	My immediate supervisor	1	2	3	4
	Upper management	1	2	3	4
	Personnel Committee	1	2	3	4
13.	I was kept well informed about the company, its policies and procedures, and other important information.	1	2	3	4
14.	I felt that the company provided me with job security.	1	2	3	4
15.	Please rate the benefits that you received at the company (keeping in mind the benefits offered by other companies that you have worked for):				
	In this section, please rate the following items:	Excellent	Good	Fair	Poor
	Medical	1	2	3	4
	Dental	1	2	3	4
	Vision	1	2	3	4
	Paid time off	1	2	3	4
	401(k) plan	1	2	3	4
	Please list any additional benefits that you would have wanted the company to offer:				

Additional comments and suggestions are encouraged (Use the space provided below for any additional comments.)

Name of Employee _____ Date _____

General Manager _____ Date _____

Board President _____ Date _____

For Official Business Only

The General Manger shall fill out the following information for Non-Exempt Employees and the Personnel Committee for Exempt Employees. (APP X-2 Section IV Hiring Policy)

Check the box below that best fits the exiting employee

	Yes	No		
Would this employee be a viable candidate for re-hire				

In the space provided below state your reasons for checking the appropriate box.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

General Manager _____ Date _____

President	Date
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APP X-2
Exhibit F
Calculation of Annual Insurance Contributions
Approved November 08, 2022

The annual increase for “employee only” shall be determined using the following formulas:

Definitions:

I_c is current insurance premium in dollars

I_n is new insurance premium in dollars

P_c is current contribution percentage, expressed as a whole number rounded up

P_n is the new contribution percentage, expressed as a whole number rounded up

D_Δ is change in premium (new premium minus current premium)

C = current contribution = $P_c * I_c$

N = new contribution = $C + (P_c + D_\Delta)$

P_n = new contribution percentage = $P_c + 2\%$

For dependent coverage the formulas are the same except for P_n which would now be

$P_n = P_c + 3\%$

The following spread sheets show examples of future contributions assuming an 11% annual increase in medical premiums.

Year	Medical Premium	Medical Premium % Change	\$ Medical Premium Change	Employee Base Percentage	Percent Change	KPOA Premium % Share	Employee Premium % Share	\$ Monthly KPOA Contribution	\$ Monthly Employees Contribution	Calculated Bi-Weekly Employee Contribution
2021	923.08			8.00%		92.00%	8.00%	\$955.30	\$83.07	\$41.53
2022	\$1,038.37	12.49%	\$115.29	10.00%	2.00%	90.00%	10.00%	\$1,037.33	\$115.26	\$57.63
2023	\$1,152.59	11.00%	\$126.79	12.00%	2.00%	88.00%	12.00%	\$1,125.85	\$153.53	\$76.76
2024	\$1,279.38	11.00%	\$140.73	14.00%	2.00%	86.00%	14.00%	\$1,221.30	\$198.82	\$99.41
2025	\$1,420.11	11.00%	\$156.21	16.00%	2.00%	84.00%	16.00%	\$1,324.11	\$252.21	\$126.11
2026	\$1,576.32									

Copy of Copy of Medical Benefits_2022 corrected - Excel

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	A	B	C	D	E	F	G	H	I	J	K	L
22	KPOA Medical Insurance Employee Contribution Worksheet - Family Plan											
23	Year	Medical Premium	Medical Premium % Change	\$ Medical Premium Change	Employee Target Percentage	Percent Annual Change	KPOA Premium % Share	Employee Premium % Share	\$ Monthly KPOA Contribution	\$ Monthly Employees Contribution	Calculated Bi-Weekly Employee Contribution	
24	2021	923.08			6.06%					\$111.88	\$55.94	
25	2022	\$1,038.37	12.49%	\$115.29	9.00%	3.00%	91.00%	9.00%	\$1,889.84	\$186.91	\$93.45	
26	2023	\$1,152.59	11.00%	\$114.22	12.00%	3.00%	88.00%	12.00%	\$2,028.56	\$276.62	\$138.31	
27	2024	\$1,279.38	11.00%	\$126.79	15.00%	3.00%	85.00%	15.00%	\$2,174.94	\$383.81	\$191.91	
28	2025	\$1,420.11	11.00%	\$140.73	18.00%	3.00%	82.00%	18.00%	\$2,328.98	\$511.24	\$255.62	
29	2026	\$1,576.32	11.00%	\$156.21	21.00%	3.00%	79.00%	21.00%	\$2,490.59	\$662.06	\$331.03	
30	2027	\$1,749.72	11.00%	\$173.40	24.00%	3.00%	76.00%	24.00%	\$2,659.57	\$839.86	\$419.93	
31	2028	\$1,942.19	11.00%	\$192.47	27.00%	3.00%	73.00%	27.00%	\$2,835.59	\$1,048.78	\$524.39	
32	2029	\$2,155.83	11.00%	\$213.64	30.00%	3.00%	70.00%	30.00%	\$3,018.16	\$1,293.50	\$646.75	
33	2030	\$2,392.97	11.00%	\$237.14	33.00%	3.00%	67.00%	33.00%	\$3,206.58	\$1,579.36	\$789.68	
34	2031	\$2,656.20	11.00%	\$263.23	36.00%	3.00%	64.00%	36.00%	\$3,399.93	\$1,912.46	\$956.23	
35	2032	\$2,948.38	11.00%	\$292.18	39.00%	3.00%	61.00%	39.00%	\$3,597.02	\$2,299.73	\$1,149.87	
36	2033	\$3,272.70	11.00%	\$324.32	40.00%	0.00%	60.00%	40.00%	\$3,927.24	\$2,618.16	\$1,309.08	
37												

Employee Medical Plan(s)

Ready 140%