# CAMP GOOD DAYS AND SPECIAL TIMES, INC. EMPLOYEE HANDBOOK



**ONLINE PART 2** 

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# 6.9 COMPANY-PROVIDED CELL PHONE/MOBILE DEVICE POLICY

A company-provided cell phone/mobile device is principally for work related communications during normal business hours as well as off hours. If you have a company-provided cell phone/mobile device, please return all business calls, texts and emails within the hour.

CGDST has a zero tolerance policy regarding using a cell phone while driving. For the safety of our employees and others it is imperative that you pull over and stop at a safe location to dial, receive or converse on the cell phone in any way.

During the workday, employees should limit the use of their company-provided and personal cell phone to brief communications when possible. Casual conversation with friends and relatives during working hours is strongly discouraged unless while on your rest time.

### 6.10 SOCIAL MEDIA POLICY

At CGDST, 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 responsibilities. To assist you in making responsible decisions about using social media, we have established these guidelines for appropriate use of social media.

This policy applies to all associates who work for CGDST, or one of its subsidiary companies in the United States (CGDST). Managers and supervisors should use the supplemental Social Media Management Guidelines for additional guidance in administering the policy.

### 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 a chat room, whether or not associated or affiliated with CGDST, and any other form of electronic communication.

The same principles and guidelines found in CGDST's policies and three basic beliefs apply to your activities online. (1) Ultimately, you are solely responsible for what you post online. (2) Before creating online content, consider some of the risks and rewards that are involved. (3) Remember, conduct that adversely affects your job performance, the performance of fellow associates or otherwise adversely affects campers, families, volunteers, people who work for CGDST or CGDST's legitimate business interests may result in disciplinary action up to and including termination.

### Know and follow the rules

Carefully read these guidelines, the CGDST Statement of Ethics Policy, the CGDST Information Policy and the Discrimination & Harassment Prevention Policy, and ensure your postings follow these policies. Inappropriate postings that may include discriminatory remarks, harassment, 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 associates, campers, members, suppliers or people who work for CGDST. Also, remember that you are more likely to resolved 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. If you post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage campers, members, associates or suppliers, or 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 CGDST policy.

### Be honest and accurate

Make sure you are always honest and accurate when posting 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. Post no information or rumors you know to be false about CGDST, database, donors/supporters, people working for CGDST or competitors.

### Post only appropriate and respectful content

- Maintain the confidentiality of CGDST's trade secrets and private or confidential information. Trade secrets may include information regarding developing systems, processes, products, know-how and technology. 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 social networking site to a CGDST's website without identifying yourself as a CGDST associate.
- Express only your personal opinions. Never represent yourself as a spokesperson for CGDST. If CGDST is a subject of the content you are creating, be clear and open about the fact you are an associate and make it clear your views do not represent those of CGDST, fellow associates, members, campers, suppliers or people working for CGDST. If you publish a blog or post online related to the work you do or subjects associated with CGDST, make it clear you are not speaking for CGDST. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of CGDST."

### Using social media at work

Do not use social media while on work time or on equipment we provide, unless it is work-related as authorized by management or consistent with CGDST Equipment Policy.

Do not use CGDST email addresses to register on social networks, blogs or other online tools utilized for personal use.

# Retaliation is prohibited

CGDST prohibits taking negative action against any associate for reporting a possible deviation from this policy or for cooperating in an investigation. Any associate who retaliates against another associate 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.

### **Be Cautious**

Develop a healthy suspicion. Let no one trick you into disclosing confidential information. Be suspicious if asked to ignore identification procedures.

### Media contacts

Employees should not speak to the media on CGDST's behalf without contacting management first. All media inquiries should be directed to them.

### For more information

If you have questions or need further guidance, please contact management.

### 6.11 USE OF CGDST CREDIT CARDS

Credit cards are to be used as needed and all balances are paid in full when invoices are received to avoid interest payments.

Following each purchase, an individual is responsible for completing a payment authorization form. The form must include details of the transaction, the total cost and must be signed by the individual that originated the transaction. The corresponding receipt and/or proof of the purchase should be stapled to the back of the purchase authorization form. The manager of the purchasing office is required to sign as the corporate approval if a credit card purchase is over \$250.

Once the credit card statement is received, that month's purchase authorization forms will be collected and matched to the statement. If for some reason a purchase authorization form is missing for a given transaction (excluding monthly recurring transactions), the Director of Finance will ask for everyone to verify that all receipts have been submitted for the month. Due to situational circumstances that may hinder an individual from obtaining a transaction receipt, verbal confirmation from the purchaser is accepted. Once all purchase authorization forms and verbal acknowledgements have been accounted for, the Director of Finance will write on the statement each transaction's appropriate expense, program and location classification. Once the Director of Finance has completed this step for each transaction on the statement, he will enter the invoice into QuickBooks in order for the invoice to be paid.

Lost or stolen CGDST issued cards must be reported immediately to the Finance Director. Failure to follow this policy may result in disciplinary action.

## 6.12 NONCASH DONATION POLICY

The Noncash Donation Policy establishes guidelines for accepting and recording any voluntary, nonreciprocal, and unconditional transfers of noncash assets to CGDST and Special Times, Inc. ("CGDST").

Noncash donations encompass a variety of forms, including, but not limited to, goods, services, equipment, property, and other noncash assets. Noncash donations in the form of services typically apply only to professional, specialized skills, which would need to be purchased if not provided as a donation.

### 1. Noncash Donation:

Management is responsible for determining whether a potential donation meets the definition of a noncash donation and for evaluating the needs, costs, and implications of accepting or refusing the donation. Therefore, approval must be given by management prior to the acceptance or refusal of any potential noncash donation. Generally, noncash donations will only be accepted if they further the mission of CGDST via direct benefit or indirect benefit (such as maintaining or improving donor relationships and support). It is CGDST' right to decline any noncash donation if management feels that the item(s) does not meet the requirement listed above.

### 2. Fair Market Value:

If management permits acceptance of a noncash donation, donors are asked to complete a Noncash Donation Form (Appendix A), which includes the donor's name, address, telephone number, email, signature, date of donation, and fair market value of the donation. It is recommended that the donor enters the fair market value; however, it is not required that they do so. If they do not enter a value, the individual that has received the noncash donation should <u>not</u> enter a value, and this donation will not be included on CGDST' financial statements.

Because CGDST relies on the donor to place a fair market value on the donation, and the significant impact noncash donations have on CGDST' financial statements, management retains the right to modify or disregard certain noncash donations that it deems to be improperly valued and potentially a poor representation of CGDST' financial standing. Acceptance of a noncash donation does not in any way represent or imply concurrence with the donor's claimed fair market value.

Due to the volume of noncash donations offered to CGDST, \$300 has been established as an acceptable threshold level between the auditors and management. Noncash donations above the \$300 threshold will be accounted for on the financial statements, while those falling below the \$300 threshold will not be included.

### 3. IRS Forms 8283 and 8282

In accordance with Internal Revenue Service requirements, Form 8283, "Noncash Charitable Contributions" (Appendix B), is used by the donor to report noncash contributions in excess of \$500. For a contribution greater than \$5,000, the donor must prepare Section B of Form 8283, and obtain a written appraisal from a qualified appraiser (both are requirements of the donor). The donor must sign Part II of Section B if any item listed has an appraised value of \$500 or less (per item). Section B, Part III is signed by the appraiser, and he/she declares that they are a qualified appraiser and are not a party to the transaction. The donor then presents Form 8283, along with a copy of the qualified appraisal, to CGDST. CGDST will review Form 8283, sign Section B, Part IV, and return it to the donor along with an acknowledgment letter. Form 8283 should be signed by a person from the organization who has the authority to sign the organization's tax returns.

By CGDST signing Form 8283, it affirms that if the organization sells or disposes of the property within three (3) years after the date of the contribution, it will file Form 8282, "Donee Information Return" (Appendix C). CGDST is required to file Form 8282 with the IRS and donor within 125 days after the disposition of the property. However, CGDST does not have to file Form 8282 if the items are valued at \$500 or less (per item) within a collection valued greater than \$5,000. This information comes from Section B, Part II of the donor's original Form 8283.

Donors are encouraged to provide evidence of claimed fair market value whenever possible.

# 6.13 DOCUMENT RENTENTION POLICY (DRP)

Federal and state laws require CGDST to maintain certain types of records for particular periods. Failure to maintain such records could subject CGDST to penalties and fines, obstruct justice, spoil legal evidence, and/or seriously harm CGDST position in litigation. Thus, it is imperative that CGDST comply with this, and any future records retention or destruction policies and schedules, unless (1) such records are or could be relevant to any future litigation, (2) there is a dispute that could lead to litigation, or (3) CGDST is a party to a lawsuit, in which case you must preserve such records until CGDST legal counsel determines that the records are no longer needed. "Records" discussed herein refers to all business records of CGDST (and is used interchangeably with "documents"), including written, printed, and recorded materials, as well as electronic records (i.e., emails and documents saved electronically). All business records shall be retained for a period no longer than necessary for the proper conduct and functioning of CGDST. No business records shall be retained longer than five (5) years, EXCEPT those that (1) have periods provided for herein, (2) are in the Document Retention Schedule, found in the forms sections, or (3) are specifically exempted by CGDST.

# 1. Management

To ensure compliance with this DRP, CGDST management is responsible for the following oversight functions:

- Implementing the DRP;
- Ensuring that employees are properly educated, understand, and follow the DRP's purpose;
- Providing oversight on actual retention and destruction of documents;
- Ensuring proper storage of documents;
- Keeping corporate officers, directors, and employees apprised of changes in relation to the DRP.

CGDST management shall annually review the DRP, modify it accordingly, and inform and educate all CGDST employees on any such changes. All questions relating to document retention and/or destruction should be directly addressed to CGDST management.

# 2. Types of Records

Document Retention Schedule in the forms section, lists several categories of records, as well as specific records and their retention periods, this is referred to as a Document Retention Schedule ("DRS"). All records not provided for in the DRS or described herein, shall be classified into three types, (1) Temporary Records, (2) Final Records, and (3) Permanent Records.

### Temporary Records

Temporary records include all business documents that have not been completed. Such include, but are not limited to written memoranda and dictation to be typed in the future, reminders, to-do lists, report, case study, and calculation drafts, interoffice correspondence regarding a client or business transaction, and running logs. Temporary records can be destroyed, or permanently deleted if in electronic form (see protocol below for proper destruction of data in electronic form) when a project/case/file closes.

### Final Records

Final records include all business documents that are not superseded by modification or addition. Such include, but are not limited to: documents given (or sent via electronic form) to any third party not employed by CGDST, or government agency; final memoranda and reports; correspondence; handwritten telephone memoranda not further transcribed; minutes; design/plan specifications; journal entries; cost estimates; etc. All accounting records shall be deemed final.

Except as provided for in the DRS, all final documents are to be discarded ten (10) years after the close of a project/case/file.

### Permanent Records

Permanent records include all business documents that define CGDST scope of work, expressions of professional opinions, research and reference materials. Such include, but are not limited to contracts, proposals, materials referencing expert opinions, annual financial statements, federal tax returns, payroll registers, copyright registrations, patents, etc.

Except as provided for in the Document Retention Schedule, all permanent documents are to be retained indefinitely.

# Accounting and Corporate Tax Records

Accounting and corporate tax records include, but are not limited to: financial statements; ledgers; audit records; invoices and expense records; federal, state, and property tax returns; payroll; accounting procedures; gross receipts; customer records; purchases; etc.

Unless otherwise specified in the DRS, such records should be retained for the minimum of six (6) years or until the statute of limitations for a particular record expires (please consult CGDST counsel for time periods if you manage/control such records).

# Workplace Records

Workplace records include, but are not limited to Articles of Incorporation, bylaws, meeting minutes, deeds and titles, leases, policy statements, contracts and agreements, patents and trademark records, etc.

Unless otherwise specified in the DRS, such records should be retained in perpetuity.

# Employment, Employee, and Payroll Records

Employment records include, but are not limited to job announcements and advertisements; employment applications, background investigations, resumes, and letters of recommendation of persons not hired; etc.

Unless otherwise specified in the DRS, such records should be retained for the minimum of one (1) year.

Employee records include, but are not limited to employment applications, background investigations, resumes, and letters of recommendation of current and past employees, records relating to current and past employee's performance reviews and complaints, etc.

Unless otherwise specified in the DRS, such records should be retained for the minimum of three (3) years following unemployment with CGDST.

Payroll records include, but are not limited to wage rate tables; salary history; current rate of pay; payroll deductions; time cards; W-2 and W-4 forms; bonuses; etc.

Unless otherwise specified in the DRS, such records should be retained for the minimum of six (6) years.

### Bank Records

Bank records include, but are not limited to bank deposits; check copies; stop payment orders; bank statements; check signature authorizations; bank reconciliations; etc.

Unless otherwise specified in the DRS, such records should be retained for the minimum of three (3) years.

### Legal Records

Legal records include, but are not limited to all contracts, legal records, statements, and correspondence, trademark and copyright registrations, patents, personal injury records and statements, press releases, public findings, etc.

Unless otherwise specified in the DRS, such records should be retained for the minimum of ten (10) years.

## Historical Records

Historical records are those that are no longer of use to CGDST, but by virtue of their age or research value may be of historical interest or significance to CGDST.

Historical records should be retained indefinitely.

# 3. Storage

# Tangible Records

Tangible records are those in which you must physically move to store, such as paper records (including records printed versions of electronically saved documents), photographs, audio recordings, advertisements and promotional items. Active records and records that need to be easily accessible may be stored in CGDST office space or equipment. Inactive records can be sent to CGDST off-site storage facility.

### Electronic Records

Electronic mail ("E-mail") should be either printed and stored as tangible evidence, or downloaded to a computer file and kept electronically or on a disk or an external hard-drive. It is important that all employees take precautionary measures to save work and records on CGDST network drive.

If you save sensitive or important records on computer disks, you should duplicate the information in an alternate format since disks are easily lost or damaged.

# 4. Destruction/Deletion

### Tangible Records

Tangible records should be destroyed by shredding or some other means that will render them unreadable. If there is a record in which a questions arises on how to destroy it, such as a photograph, compact disk, or tape recording, please ask CGDST management.

### Electronic Records

E-mail records that you "delete" remain in CGDST system. Thus, CGDST information technology ("IT") department will be responsible for permanently removing deleted emails from the computer system.

Deleting files and emptying the recycling bin is usually sufficient in most circumstances to get rid of a record. However, because electronic records can be stored in many locations, CGDST IT department will be responsible for permanently removing deleted files from the computer system.

Keep in mind, where duplicate records are involved, both copies must be destroyed/deleted where proper.

## 5. Cessation of Record Destruction/Deletion

If a lawsuit is filed and/or imminent, or a legal document request has been made upon CGDST, all record destruction must cease immediately. CGDST management may suspend this DRP to require that documents relating to the lawsuit or potential legal issue(s) be retained and organized. A critical understanding of this section is imperative as CGDST may be subject to fines and/or penalties, among other sanctions.

### 6.14 CGDST BULLETIN BOARDS

CGDST maintains an official bulletin board located in the kitchen to provide employees with its official notices, including wage and hour laws, changes in policies, and the like. CGDST may also post information of general interest to the employees on the bulletin board. Please keep informed about this material by periodically reviewing CGDST bulletin board.

# 6.15 COMPUTER SECURITY AND COPYING OF SOFTWARE

### <u>Acceptable Use</u>

Software programs purchased and provided by CGDST are to be used only for creating, researching, and processing CGDST-related materials. By using CGDST's hardware, software, and networking systems you assume personal responsibility for their appropriate use and agree to comply with this policy and other applicable CGDST policies, and City, State, and Federal laws and regulations.

All software acquired for or on behalf of CGDST or developed by CGDST employees or contract personnel on behalf of CGDST is and shall be deemed CGDST property. It is the policy of CGDST to respect all computer software rights and to adhere to the terms of all software licenses to which CGDST is a party.

CGDST users may duplicate no licensed software or related documentation for use either on CGDST premises or elsewhere unless CGDST is expressly authorized to do so by agreement with the Licenser. Unauthorized duplication of software may subject users and/or CGDST to both civil and criminal penalties under the United States Copyright Act.

Users may not duplicate, copy or give software to any outsiders including clients, contractors, campers, and others. CGDST users may use software on local area networks or on multiple machines only under applicable license agreements entered into by CGDST.

### 6.16 THIRD PARTY DISCLOSURES

From time to time, CGDST may become involved in news stories of various kinds. When that happens, lawyers, former employees, newspapers, law enforcement agencies, and other outside persons may contact our employees to obtain information about the incident.

### 6.17 PERSONAL DATA CHANGES

It is the obligation of every employee to provide CGDST with their current mailing address and telephone number. Employees must also inform CGDST of any changes to their marital or tax withholding status.

### 7.0 BENEFITS

### 7.1 FULL-TIME EMPLOYEES

A regular full-time employee is an employee who has completed his or her introductory period and is regularly scheduled to work over thirty-five (35) hours per week. Unless stated otherwise, all the benefits provided to employees are for regular full-time employees only. This includes vacation, holiday pay, health insurance and other benefits coverage.

### 7.2 PART-TIME EMPLOYEES

Part-time employees are not eligible for any CGDST benefits unless specified otherwise in this handbook or in the benefit plan summaries. As a exempt employee, at the time of your hiring, you are not eligible for overtime pay, as otherwise required by Federal, State or local laws. If you have a question regarding whether you are an exempt or non-exempt employee, please do not hesitate to contact management for clarification.

### 7.3 HEALTH INSURANCE

CGDST provides its regular full-time employees who have completed thirty (30) days of employment with health insurance. Employees have the option of dependent coverage at their own expense. Medical plan benefits for eligible employees and their dependents are described in the Summary Plan Description prepared by the insurance carrier available to all eligible employees.

If you leave employment you may have the right to continue your medical benefits under the Federal Statute known as COBRA. CGDST will mail to you information about your COBRA rights, after you leave employment, to your last known address.

### 7.4 DISABILITY INSURANCE

CGDST contributes to the State Disability Insurance Fund to assist you with non-work related disabilities lasting more than fourteen (14) calendar days. It is your responsibility to apply for State Disability Insurance and to provide CGDST with notice of doing so. It is the policy of CGDST to deduct benefits received under SDI from any sick pay or wellness pay benefits provided to you during the same period.

### 7.5 LIFE INSURANCE

All regular full-time employees who have completed thirty 30 days of employment are provided with life insurance by CGDST. You will be required to notify the Finance Director of your intended beneficiary. This benefit, and other benefits, may be canceled or changed at the discretion of CGDST, unless otherwise required by law. For more information about your Life Insurance, please refer to the Summary Plan Description.

### 7.6 403b PLAN

All regular full-time employees who have completed at least thirty (30) days of employment are eligible to participate in CGDST's 403b plan. CGDST provides matching funds for the following full-time employees:

- in their third (3<sup>rd</sup>) fifth (5<sup>th</sup>) calendar years, CGDST will match up to \$200.00
- in their sixth (6th) tenth (10th) calendar years, CGDST will match up to \$250.00
- in their eleventh (11th) fifteenth (15th) calendar years, CGDST will match up to \$300.00
- sixteenth (16th) plus calendar year, CGDST will match up to \$400.00

# 7.7 CONTINUING EDUCATION POLICY AND TUITION ASSISTANCE

Educational and Seminar reimbursement of courses that relate to your job, after 3 months full-time employment as preapproved in writing by the Corporation's Executive Director. There is a maximum of \$500.00 tuition reimbursement per year.

### 7.8 HOLIDAY PAY

CGDST offers the following paid holidays each year:

- New Year's Day
- Martin Luther King Day
- Good Friday
- Memorial Day
- Independence Day Depending on Camping program schedule
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Friday after Thanksgiving Employee must work one Kazoofest shift on the Friday after Thanksgiving
- Christmas Eve
- Christmas Day

Per Manager Discretion – If approved, any employee that requests time off either the day before and/or the day after a CGDST Holiday may have to forfeit CGDST Holiday and include it as one of their vacation days off.

# 7.9 VACATION, SICK AND PERSONAL TIME OFF POLICY

The following chart outlines the annual rate at which employee vacation, sick, and personal time will be accumulated beginning on January 1, 2014.

Per Manager Discretion – If approved, any employee that requests time off either the day before and/or the day after a Company Holiday may have to forfeit the Company Holiday and include it as one of their vacation days off.

Full-Time Employment	Vacation	Sick	Personal
Hire Date – 1 year	5 days	2 days	1 days
1 year – 3 years	10 days	5 days	2 days
4 years – 6 years	15 days	10 days	4 days
7 years or more	20 days	10 days	4 days

The following chart outlines the vacation, sick, and personal time employees will be able to carry forward upon each calendar year end:

Full-Time Employment	Vacation	Sick	Personal
0 years – 3 years	15	No Limit	None
4 years or more	25	No Limit	None

Therefore, employees with vacation, sick, or personal time exceeding the limit upon December 31st of each calendar year will forfeit the excess time that has been accumulated.

If an employee was to leave during the year, their vacation day payout would be based on an accrued basis (January 1 – last day of employment with CGDST).

All employees are encouraged to discuss personal matters with the Executive Director and/or the Finance Director how much vacation, sick, and personal time they have throughout the year.

## 7.10 REQUESTING LEAVES OF ABSENCE

A leave of absence (LOA) is defined as an unpaid approved absence from work for a specified period of time for medical, parental, military or other approved reasons. If an employee finds he/she must be out of work for over fourteen days, he or she should contact management to determine if a LOA may be necessary.

LOAs will start on the date of request or date of need. While on LOA, an employee must management at least every 30 days. Failure to contact management upon request may result in voluntary termination. Failure to return to work upon the expiration of LOA or refusing an offer of reinstatement for which the employee is qualified will also result in voluntary termination.

### 7.11 UNPAID LEAVE OF ABSENCE

Our employees may, for various reasons, need unpaid leaves of absence. These reasons include, but are not limited to, medical or family needs, pregnancy, bereavement leave, jury duty, continuing education, parent/teacher conferences, and the like. Unless the law or CGDST policy states otherwise, unpaid leaves of absence are allowed at CGDST's discretion.

Every effort should be made by the employee to give as much advance written notice as possible as to the length of the unpaid leave and the expected return-to-work date. Requests for leave for medical reasons or pregnancy must include a doctor's certificate indicating the beginning date and expected length of such leave. Updated certificates may be requested during the leave.

The employee will lose no seniority by taking an approved unpaid leave of absence. Unless leave is covered by the Family and Medical Leave Act, after thirty (30) days of unpaid leave of absence, the employee will be responsible for paying premiums on his or her insurance coverage and that of his or her dependents. If the employee does not continue these premium payments he or she risks loss of coverage by the insurance carrier.

Failing to return from unpaid leave of absence as scheduled may result in termination.

### 7.12 ADA POLICY

Under Americans with Disabilities Act and related state laws and regulations; it is CGDST's policy to select, retain, and promote the best-qualified applicant for each available job. An applicant's or employee's disability will not remove the applicant from consideration or the current employee from his/her job if the applicant or employee is otherwise qualified and can perform the essential functions of the job with or without reasonable accommodation.

Qualified applicants or employees who inform CGDST they have a physical or mental disability, which is protected by the Americans with Disabilities Act or state law, will be given reasonable accommodation unless such accommodation will cause undue hardship. A reasonable accommodation is defined as any modification or adjustment to a job, employment practice or the work environment, which will make it possible for an individual with a disability to enjoy an equal employment opportunity.

# 7.13 FAMILY AND MEDICAL LEAVE OF ABSENCE POLICY

CGDST complies with the Family and Medical leave Act of 1993, as amended. The Department of Labor's "Employee Rights and Responsibilities Under the FMLA" is set forth below. If you have any questions about FMLA leave, please contact the Executive Director.

Basic Leave Entitlement: FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, parent, or in certain circumstances care for those in non-traditional family arrangements, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements: Eligible employees with a spouse, son, daughter, or parent on active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: 1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise on the temporary disability retired list for a serious injury or illness\*; or 2) a veteran discharged or released under the conditions other than dishonorable during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

Benefits and Protections: During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in losing any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements: Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months\*, and if at least 50 employees are employed by the employer within 75 miles.

**Employee Responsibilities:** Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice when practicable and must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

# 7.14 MILITARY LEAVE [USERRA]

CGDST complies with applicable federal and state law regarding military leave and re-employment rights. Unpaid military leave of absence will be granted to members of the uniformed services under the Uniformed Services Employment and Reemployment Rights Act of 1994 and all amendments thereto and all state law. Appropriate documentation must be turned in to management prior to the leave unless military necessity makes this impossible. Anyone who completes a military leave of absence will be reinstated to the employee's previous or similar job under state and federal law. You must notify management of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits and reinstatement upon return from military leave, please contact management.

# 7.15 WORKERS' COMPENSATION INSURANCE AND DISABILITY LEAVE

Workers' Compensation is a no-fault system designed to provide benefits to all employees for work related injuries. Workers' Compensation insurance coverage is paid for by the employer and governed by State law. The Workers' Compensation system provides for coverage of medical treatment and expenses, occupational disability leave, rehabilitation services, and payment for lost wages due to work related injuries. If you are injured on the job, no matter how slightly, you must report the incident immediately to management. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim for benefits.

To receive Workers' Compensation benefits, immediately notify management of your claim. If your injury results from an on-the-job accident, you must fill out an Employee/Management Accident Report form. The employee will be required to bring a medical release before he or she may return to work.

## 7.16 UNEMPLOYMENT COMPENSATION INSURANCE

Unemployment compensation insurance is paid for by CGDST and provides temporary income for employees who have lost their job under certain circumstances. Your eligibility for unemployment compensation will, in part, be determined by the reasons for your separation from CGDST.

### 7.17 COBRA

COBRA, the Consolidated Omnibus Budget Reconciliation Act, provides the opportunity for employees and their beneficiaries to continue health insurance coverage under CGDST health plan when a "qualifying event" could cause the loss of eligibility. Qualifying events include resignation, termination of employment, death of an employee, reduction in hours, a leave of absence, divorce or legal separation, entitlement to Medicare, or where a dependent child no longer meets eligibility requirements.

Please contact management to learn more about your COBRA rights.

### 8.0 SAFETY AND LOSS PREVENTION

### 8.1 GENERAL SAFETY POLICY

It is the responsibility of every employee of CGDST to maintain a healthy and safe work environment. You must report all occupational illnesses or injuries to management and to complete an Employee/Management Report of Injury form. Please also notify management of any health or safety concerns regarding the workplace. Failure to follow CGDST's health and safety rules can result in disciplinary action, including termination.

### 8.2 SECURITY

Every employee is responsible for helping to make this a secure work environment. Upon leaving work you must lock all desks and/or doors protecting valuable or sensitive material in your work area. You must report any lost or stolen keys, passes, or other similar devices to management immediately. Refrain from discussing with non-employees specifics regarding CGDST security systems, alarms, passwords, etc.

We also request you immediately advise management of any suspicious conduct of employees, campers or guests of CGDST. Please immediately advise CGDST of any known security risks such as broken locks, burnt out bulbs, persons loitering, or any other potential security risks in the work environment.

We will not tolerate unauthorized use, the misappropriation, or the destruction of CGDST property. Such conduct will cause disciplinary action, up to termination and may also result in criminal prosecution. We reserve the right to inspect all packages entering or leaving CGDST premises.

### 8.3 REPORTING INJURIES

Federal and state OSHA regulations require all employees to immediately report illness or injury incurred while on the job regardless of severity. Please see management immediately to assist with any illness or injury and to obtain an Employee/Management Report of Injury form to complete.

### 8.4 POLICY AGAINST VIOLENCE

The safety and security of our employees, residents and the general public are of essential importance. Therefore, threats or acts of violence made by an employee against another person's life, health, well-being, family or property will not be tolerated. CGDST prohibits the wearing, transporting, storage, or presence of firearms or other dangerous weapons in our facilities and equipment or on our property. Anyone who violates this policy may be removed from the property and reported to police authorities. Possession of a valid concealed weapons permit authorized by state law is not an exemption under this policy. Employees who violate this policy will be subject to discipline up to and including immediate termination.

It is a requirement that employees report to management, under this policy, any behavior that CGDST ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know.

## 8.5 LOSS PREVENTION POLICY AND PROGRAM

CGDST will establish and maintain an environment free of theft. All employees, therefore, must be fully cooperative in any and all programs that help CGDST with loss prevention. The financial success of our business requires us to minimize shrinkage, which is the unauthorized loss of its inventory, cash and other properties.

As part of this policy, management reserves the right to search employees' desks, workstations, or CGDST-owned vehicles.

# 9.0 CLOSING STATEMENT

### 9.1 CLOSING STATEMENT

Thank you for reading our employee handbook. Hopefully, it has provided you with an understanding of CGDST's mission, history and structure and our current policies and guidelines. We look forward to working with you to advance our common interest in a safe, productive and pleasant workplace.

Gary Mervis Founder of Camp Good Days and Special Times, Inc.

# 10.0 ACKNOWLEDGMENT OF RECEIPT AND REVIEW

# 10.1 ACKNOWLEDGMENT OF RECEIPT AND REVIEW

By signing below, I acknowledge that I have received a copy of the Employee Handbook, understand it is my responsibility to read the Employee Handbook in its entirety. I agree to comply with the rules, policies, and procedures set forth, and any revisions made to the Employee Handbook in the future. I also understand that if I violate the rules, policies, and procedures set forth that I may be subject to discipline, up to and including termination of my employment.

I understand that the Employee Handbook contains information about the employment policies and practices of CGDST. I understand that the policies outlined in this Employee Handbook are management guidelines only, which in a developing business will require changes from time to time. I understand that CGDST retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and CGDST. I understand that this Employee Handbook supersedes and replaces any and all prior Employee Handbooks and any inconsistent verbal or written policy statements.

I understand that except for the policy of at-will employment, which can only be changed by the president of CGDST in a signed written contract, CGDST reserves the right to revise, delete and add to this Employee Handbook at any time without further notice. I understand that no oral statements or representations can change this Employee Handbook. I understand that this Employee Handbook is not intended to create contractual obligations regarding any matters it covers and that the Employee Handbook does not create a contract guaranteeing I will be employed for any specific time period. I understand nothing in this handbook is created to infringe on any available legal rights.

I understand that this Employee Handbook refers to current benefit plans maintained by CGDST and that I must refer to the actual plan documents and summary plan descriptions as these documents are controlling.

If I have questions about the content or interpretation of the Employee Handbook, I will ask my supervisor or Human Resources.

Date	Signature of Employee	
	Print Name	

# CAMP GOOD DAYS AND SPECIAL TIMES, INC. FORMS

### Camp Good Days & Special Times Inc.

### Religious Accommodation Request Form

If you would like to make a request for reasonable accommodation, please complete this form and submit it to the Executive Director, to allow us to work together to address your request to accommodate your religious practices. Name: \_\_ Title/Position: Please specify the religious belief, practice or observance obligation that is the basis for your request for accommodation. Please specify the work requirement that conflicts with the religious belief, practice or observance obligation described above and explain the nature of the conflict. Please describe the specific accommodation that you are requesting at this time, including an explanation of how the requested accommodation will enable you to meet your religious obligations without impacting your ability to meet the required functions of What are some other accommodation options that might address your needs? If you have requested religious accommodation before, please state approximately when the request was made, the name of the individual who responded to the request, and the outcome of the request. Additional Comments The Executive Director will: Review your religious accommodation request. If necessary, participate in a conversation with you to learn as much as possible about the request accommodation, as well as determine a reasonable and appropriate accommodation. In some cases, you may be asked to provide documentation or other authority to support the accommodation request. Contact you as to the status of your request within ten (10) business days upon receipt of the religious accommodation Decide what accommodation, if any, will be granted. An accommodation may be offered on a temporary basis and reevaluated periodically. An accommodation may not be granted if it is unreasonable or creates an undue hardship. Employee Signature Date Confidentiality - Materials related to an employee's religious accommodation request, including the written request for accommodation and any other documentation/information will be kept confidential.



# Camp Good Days & Special Times Inc.

# Employee's Report of Injury Form

**Instructions:** Employees shall use this form to report <u>all</u> work related injuries, illnesses, or "near miss" events (which could have caused an injury or illness) – *no matter how minor*. This helps us to identify and correct hazards before they cause serious injury. This form shall be completed by employees as-soon-as-possible and given to management for further action.

I am reporting a work related:   Injury   Illness   Near miss		
Your Name:		
Job Title:		
Have you told management about this injury/near miss? ☐ Yes ☐ No		
Date of Injury/near miss:		
Time of Injury/near miss:		
Name of witnesses (if any):		
Where, exactly, did it happen?		
What were you doing at the time?		
Describe step by step what led up to the injury/near miss. (continue on back if necessary):		
What could have been done to prevent this injury/near miss?		
What parts of your body were injured? If a near miss, how could you have been hurt?		
Did you see a doctor?    Yes   No		
Doctors phone number:		
Date of visit:		
Time if visit:		
Has this part of your body been injured before? □ Yes □ No		
If yes, when?		
Employee Signature: Date:		



# Camp Good Days & Special Times Inc.

# Managements Report of Injury Form

Name of Injured Person:	
Date of Birth:	Telephone Number:
Circle one: Male Female	
What part of the body was injuried?	
Describe fully how the accident happened?	What was the employee doing prior to the event? What equipment,
Name of all witnesses:	
Date of event	
Exact location of event:	
Were safety regulations in place and used? If	not, what was wrong?
Did the individual go to doctor/hospital?	Doctor's Name
	he future to prevent reoccurrence
Managements name	

### **Document Retention Schedule**

### Accounting Records

- Annual financial statements Permanent
- Monthly financial statements 3 years
- General ledger 20 years
- Annual audit records 10 years
- Journal entries 8 years
- Special reports 8 years
- Canceled checks 8 years
- A/P paid invoices 8 years
- Business expense records 8 years
- Credit card receipts 3 years
- Cash receipts 3 years
- A/R invoices 8 years
- Data for acquired/divested Permanent
- Data for nonacquired/nondivested 5 years
- Accounts payable 7 years
- Accounts receivable 7 years
- Audit reports 7 years
- Chart of accounts Permanent
- Expense records 7 years
- Inventory records 7 years
- Loan documents 7 years after final payment
- Purchase orders 7 years
- Sales records 7 years
- Stop payment orders 3 years
- Bank reconciliations 3 years

### Tax Records

- Federal tax returns (not payroll) Permanent
- State & local tax returns Permanent
- Form 990 & supporting documentation Permanent
- Form 990-T & supporting documentation -Permanent
- Supporting documentation for taxes 4 years
- City & State excise tax reports & supporting documentation - 5 years (or longer if designated by state law)
- Unclaimed property filings & supporting documentation - 6 years (or longer if designated by state law)
- 1099 forms 8 years
- Magnetic tape & similar records 1 year
- Payroll taxes (W2, W3) Permanent

• Payroll taxes (Form 941, state withholding forms, state unemployment returns) - 8 years (or longer if designated by state law)

### Payroll Records

- Wage rate tables 3 years
- Cost of living tables 3 years
- Wage 6 years
- Salary 6 years
- Payroll deductions 6 years
- Time cards or forms 5 years
- W-2 forms 8 years
- W-4 forms 8 years
- Garnishments 4 years following unemployment
- Payroll registers Permanent
- State employment forms 4 years
- State unemployment tax records Permanent
- Cancelled payroll checks 8 years
- Deductions register 8 years
- Earnings records 8 years
- Changes or adjustments to salary 8 years

### **Insurance Records**

- Policies (including expired) Permanent
- Claims for loss/damage, accident reports, appraisals - 5 years

### Workplace Records

- Incorporation & Camp Good Days records -Permanent (Articles of Incorporation, Bylaws, etc)
- Meeting minutes Permanent
- Policy statements 10 years
- Employee directories 5 years

### Legal Records

- General contracts 3 years after termination
- Real estate contracts & records 20 years Permanent
- Personal injury records 8 years
- Trademark registration Permanent
- Copyright registration Permanent
- Patents Permanent
- Litigation claims 5 years following close of case

- Court documents & records 5 years following close of case
- Deposition transcripts 5 years following close of case
- Discovery materials 3 years following close of case
- Leases 6 years after termination

### **Personnel Records**

- Employment applications (persons not hired)
   1 year
- Employment applications (persons hired) 3 years following employment
- Employee resumes & employment history 3 years following employment period
- Evaluations 3 years following employment
- Promotions, raises, reclassifications & job descriptions - 5 years following employment
- Disciplinary warnings, demotion, lay-off & discharge 5 years following employment
- Employment & termination agreements Permanent
- Promotions & raises 3 years following employment
- Beneficiary information 3 years following employment
- Medical and safety records 6 years
- Accident reports 6 years
- Education assistance While employed
- Sick leave benefits While employed
- Retirement plans (after expiration) 6 years
- Incentive plans (after expiration) 6 years
- Pension plans (after expiration) 6 years