

Winston Towers 600 Condominium

Employee Handbook

May 2020

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ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

I hereby acknowledge that I have received a copy of Winston Towers 600 Condominium Association Inc.'s Employee Handbook ("Handbook"). I understand that I am required to read the Handbook in its entirety and abide by the policies and procedures set forth therein. I am aware that complying with the policies and procedures contained in the Handbook is a condition of my employment with Winston Towers 600 Condominium Association Inc.'s (hereinafter "Winston Towers" or "Association"). I specifically and expressly acknowledge that the Handbook contains policies and notification procedures regarding equal employment opportunity, discrimination, harassment (including sexual harassment) and retaliation. I understand and agree that if I subject others to any of the conduct prohibited by these policies, I may be immediately discharged. I also agree and understand that if I believe I have been subjected to any of this prohibited conduct, I am expected to avail myself of the multiple avenues described in this Handbook by which I may complain.

Additionally, I understand that the Association has classified its employees as either exempt or non-exempt in accordance with the applicable wage and hour laws. I specifically and expressly acknowledge that the Handbook contains policies and procedures regarding time keeping which state, in part, that I am required and responsible for clocking-in immediately upon arriving to Winston Towers each workday. I further understand that I am not permitted to perform any work for Winston Towers unless I am clocked-in and being paid for such work. I understand and acknowledge that Winston Towers is relying on my understanding of this policy, and in the event I perform any work for Winston Towers off the clock, which would be performed without Winston Towers' knowledge, I must immediately report in writing all such work performed to the Property Manager so that I may be fully paid for any such work deemed compensable under the applicable wage and hour laws.

I also expressly acknowledge that the Handbook contains the Association's policy regarding *Use of Electronic Media*, including the section regarding Monitoring and Violations. I understand that telephone calls, e-mails and Internet usage on Association-owned or leased equipment may be monitored and/or recorded by the Association, and therefore I have no expectation of privacy with regard to any of these devices or communications. I hereby freely and voluntarily consent to this monitoring and/or recording.

Additionally, I expressly acknowledge that the Handbook contains a policy regarding video monitoring. I understand that surveillance cameras recording audio and/or video footage may be found throughout the Association's premises (with the exception of restrooms, lactation areas/rooms, and as otherwise prohibited by applicable law) and that I am subject to such surveillance and monitoring by the Association at any time I am on Association premises or using its property. I understand the video and audio footage is subject to monitoring and review by the Association at any time, at its discretion, and I therefore have no expectation of privacy with regard to any area of the Association that is monitored by surveillance cameras. I hereby freely and voluntarily consent to all such monitoring and recording.

Further, I acknowledge that this Handbook contains sections addressing the Association's right to conduct searches and inspection of any and all employee personal items stored, maintained, or brought onto Association property or premises at any time (which includes employee personal motor vehicles), with or without prior notice to employees, and that employees should have no expectation of privacy with regard to any such items. I also understand and acknowledge that employees are required to cooperate with and consent to such searches in advance by signing this acknowledgement form. Such advance consent by employees is considered a condition of their employment with the Association. Any employee who fails to provide such advance consent will be subject to immediate termination of employment.

I also expressly acknowledge that the Handbook contains a Drug Free Workplace policy and understand that employees may not perform work for the Association under the influence of illegal drugs, alcohol, or other substances. I hereby

agree to comply with the provisions set forth in the Drug and Alcohol Free Workplace Policy and hereby agree to consent to the Drug Testing Policy.

I further acknowledge that the Employee Handbook contains a provision addressing Confidential Information and Nondisclosure, which imposes certain ongoing obligations on me to safeguard and not disclose or use the Association's confidential or proprietary information during or after my employment with the Association, whether through retirement, resignation, termination or otherwise. I hereby freely and voluntarily agree to comply with the obligations imposed in the Confidential Information and Nondisclosure provision. I also agree to, upon my termination or earlier if requested by the Association, return to the Association all documents (in whatever form, whether copies or originals) which include this Handbook, materials, equipment, and property of any kind acquired from Winston Towers during my employment with the Association.

I understand that this Handbook is to inform employees of the Association's personnel policies and procedures, and it is not a contract of employment (express or implied) or a guarantee of continued employment of any kind or for any duration whatsoever. Employment with the Association is "at will," which means that either I or the Association can end the employment relationship at any time, for any reason (or no reason), and with or without prior notice. This "at-will" employment status may not be altered by any other Association document or by any oral or written statement issued by a Association representative, with the sole exception that the President of the Association has the authority to alter the at-will employment relationship, which is only effective and binding if it is made in writing and signed by both parties.

In order to retain necessary flexibility in the administration of the policies and procedures, I understand that the Association may revise the policies and benefits set forth in the Handbook at any time, at its discretion, without prior notice to me. The Association will issue revised policies should such revisions occur. Revised policies are only effective when issued by an authorized Association representative.

Employee Name

Date

Employee Signature

Signature of Management Witness

WELCOME TO OUR TEAM! We are pleased to provide you with Winston Towers 600 Condominium Association Inc.'s (hereinafter "Winston Towers" or "Association") Employee Handbook. If you are just joining Winston Towers, we welcome you! We are glad you have joined us and we hope your employment will be both challenging and rewarding! If you are receiving this Handbook after a period of employment with us, please accept our appreciation for your valued service and continued contribution to the Association's success.

The policies, procedures, and other content contained in this Handbook cover all employees of Winston Towers as of the effective date identified herein, unless otherwise specifically stated. This Handbook has been developed to help you become acquainted with Winston Towers. This Handbook generally describes what we expect of our employees, and includes some of the important policies and procedures that will apply to your employment. It also outlines the policies, programs and benefits currently available to eligible employees. All employees are expected to carefully read, understand, and abide by the policies, practices, and procedures contained herein.

All employment policies, whether written or oral, that existed prior to the issuance of this handbook are superseded by this Handbook. As with all terms and conditions of your employment, the procedures, practices, policies, and benefits described in this handbook may be changed, altered, or discounted by Winston Towers at any time, in its sole discretion. Winston Towers reserves the right to make such modifications at any time. Only changes to this Handbook that are issued in writing by Winston Towers may supersede this Handbook.

Please be advised that this Handbook is not intended to be exhaustive and it does not cover every conceivable aspect of your employment relationship with Winston Towers. With this in mind, if you have any questions that are not addressed in this Handbook or concerning the policies, benefits, or other information in this Handbook, please contact your immediate supervisor or the Property Manager.

Samuel Golberg
President of Winston Towers 600 Condominium Association

INTRODUCTION AND AT-WILL EMPLOYMENT

This Handbook contains information about the employment policies and practices of Winston Towers. We expect each employee to read this Employee Handbook carefully as it is a valuable reference for understanding your job and Winston Towers. The policies in this Handbook apply to all employees, unless otherwise stated herein, with the exception that part-time employees and/or temporary employees may not be eligible to participate in all of the Association's benefit programs and plans.

The Handbook does not guarantee employment for any duration of time.

AT ALL TIMES, ALL EMPLOYMENT WITH WINSTON TOWERS IS "AT WILL," WHICH MEANS THAT EITHER YOU OR WINSTON TOWERS CAN END THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY LAWFUL REASON OR FOR NO REASON AT ALL, WITH OR WITHOUT CAUSE OR PRIOR NOTICE.

Your at-will employment status may not be altered by any other Winston Towers document or by any oral or written statement issued to you by an Association representative, with the sole exception that the President of the Association has the authority to alter the at-will employment relationship, which is only effective and binding if it is made in writing and signed by both parties.

Employment will last so long as both the employee and Winston Towers choose to continue the relationship without limitations on either party. While we ask for reasonable notice, the employee may terminate the relationship at any time. Nothing said or written now or in the future is to be interpreted to the contrary.

Neither this Handbook nor any other Association document (other than an executed employment agreement signed by an authorized representative of the Association), confers any contractual right, either expressed or implied, to remain in the Association's employ, nor do they guarantee or promise any fixed or continued terms and conditions of your employment. The provisions of this Employee Handbook are not intended to create contractual obligations with respect to any matters they cover. Nor is this Handbook intended to create a contract guaranteeing that you will be employed for any specific time period. Nothing contained herein is to be construed as a binding contract either expressed or implied between Winston Towers and the employee.

As with all terms and conditions of your employment, Winston Towers reserves the right to change, alter, discontinue or otherwise revise any and all procedures, practices, policies and benefits described in this Handbook, at any time, in Winston Towers' sole discretion, without advance notice to employees. In the event of any such changes, employees will be notified in writing. This Employee Handbook supersedes and replaces any and all prior Employee Handbooks and inconsistent verbal or written policy statements. No oral statements or representations can change the provisions of this Employee Handbook. Only changes to this Handbook issued in writing by Winston Towers may supersede this Handbook.

The Handbook also provides a general overview of employee benefits currently offered by Winston Towers. However, please refer to actual plan documents and the applicable summary plan descriptions for specific questions regarding plan benefits, eligibility and coverage. Where there is a conflict between this Handbook and official plan documents, the plan documents are controlling. Nothing in this Handbook should be construed as a guarantee of continued benefits or of benefits claims coverage. Winston Towers reserves the right to eliminate or alter benefits at its discretion to the extent permitted by law.

This Handbook is the property of Winston Towers and must be returned to the Property Manager at the end of your employment. Questions regarding any provisions in this Handbook should be directed to the employee's immediate supervisor or the Property Manager.

DISCRIMINATION, HARASSMENT, AND RELATED TOPICS

EQUAL EMPLOYMENT OPPORTUNITY

Winston Towers is an equal opportunity employer that makes employment decisions based on personal capabilities, qualifications, and merit. We want to have the best available persons in every job. Winston Towers is committed to hiring and employing the best qualified people regardless of race, color, creed, gender, religion, sex (including pregnancy), age, national origin or ancestry, citizenship status, marital status, family status, sexual orientation, domestic partnership or civil union status, affectional orientation, atypical hereditary cellular or blood trait, generic information, AIDS or HIV status, medical condition (including genetic characteristics), liability for military service, citizenship, physical or mental disability, veteran status, or any other characteristic protected by applicable federal, state, or local laws.

This policy of Equal Employment Opportunity extends to all areas of employment, including the following:

- Recruitment;
- Hiring;
- Job assignments;
- Promotion opportunity;
- Advancement;
- Transfer;
- Layoff or termination;
- Wages;
- Benefits;
- Leaves of absence;
- Selection for training;
- Participation in Winston Towers-sponsored activities; and
- All other terms and conditions of employment.

This Policy is to be followed in all personnel action taken by Winston Towers. Further, it is Winston Towers' policy to require all persons dealing with any phase of employment to ensure that this policy is carried out. No one is authorized to act contrary to this policy. Appropriate disciplinary action may be taken against any employee willfully violating this policy.

POLICY PROHIBITING HARASSMENT

In accordance with applicable law, it is Winston Towers' policy to maintain a work environment free of all forms of unlawful harassment. The Association prohibits harassment of any employee on any basis protected by applicable federal, state, or local law, including the protected characteristics identified in the preceding section. All such harassment is unlawful and will not be tolerated. Harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual on any basis protected by applicable law. The Association's policy prohibits behavior which (1) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (2) has the purpose or effect of unreasonably interfering with an individual's work performance; or (3) otherwise adversely affects an individual's employment opportunities. Harassing conduct prohibited by this policy includes, but is not limited to, the following:

1. Verbal conduct such as threats epithets, slurs, negative stereotyping, or intimidating acts that are based on an individual's protected status;
2. Visual conduct such as written or graphic material circulated or posted within the workplace that shows hostility toward an individual because of his or her protected status; and
3. Physical conduct such as assault, unwanted touching, blocking of normal movement or interference with one's work, where such conduct is directed at a person because of a protected characteristic.

This behavior is unacceptable in the workplace itself (on Association premises and in the field) and in any business-related setting outside the workplace, such as business trips, Association-sponsored functions, and any business-related activity or social event.

UNLAWFUL SEXUAL HARASSMENT

Sexual harassment is a form of unlawful harassment that will not be tolerated by Winston Towers. It is Winston Towers' policy to provide a workplace free from sexual harassment in accordance with applicable law.

As defined by the courts and by the Equal Employment Opportunity Commission, sexual harassment includes any unwelcome or unwanted gender based conduct: (1) when an employee's submission to or rejection of this conduct affects decisions regarding hiring, evaluation, promotion or any other aspect of employment; or (2) when such conduct substantially interferes with an individual's employment or creates an intimidating, hostile or offensive work environment.

Sexual harassment, according to the Equal Employment Opportunity Commission, and for purposes of this policy, consists of unwelcome sexual advances, requests for sexual favors, or visual, verbal or physical conduct of a sexual or sex-based nature, where:

1. Submission to the conduct is made, either explicitly or implicitly, a term or condition of an individual's employment; or
2. Submission to or rejection of the conduct is used as a basis for an employment decision affecting the employee; or
3. The conduct has the purpose or effect of unreasonably interfering with the employee's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment is not limited to explicit demands for sexual favors. It refers to behavior that is not welcome, that is personally offensive, that fails to respect the rights of others, that lowers morale or interferes with work effectiveness. Sexual harassment may take various forms, including the following:

VERBAL - Sexual innuendos, suggestive comments, teasing and jokes of a sexual nature, sexual advances or propositions, repeated offensive sexual flirtations, sexually degrading words about an individual, graphic verbal commentary about an individual's body, sexually-oriented language and threats.

NON-VERBAL - Displaying or circulating in the workplace obscene or sexually suggestive objects, pictures, or graphic commentaries, leering, whistling and obscene gestures.

PHYSICAL - Unwelcome physical contact, including touching, pinching, brushing the body, and any other type of coerced or offensive sexual activity or physical contact.

This behavior is unacceptable in the workplace itself and in any business-related setting outside the workplace, including but not limited to business trips, court appearances and business-related social events. Sexual harassment may include behavior directed toward males or females. The harasser may be a supervisor, co-worker, or an outsider.

While unlawful harassment consists of unwanted behavior, it is Winston Towers' policy to prohibit such behavior in the workplace, even if it is not unwanted by the recipient. For this reason, Winston Towers prohibits employees from making lewd, crass or derogatory jokes, touching others inappropriately or displaying sexually explicit or suggestive material, even when welcomed by the recipient. Such behavior is inappropriate in the workplace and will not be tolerated. Similarly, Winston Towers' policy is to prohibit any such behavior in the workplace, without regard to whether it constitutes legally actionable harassment. We expect our workplace to be a place where everyone is treated with respect.

To that end, we expect everyone to behave in the workplace in a professional and business-like manner. While collegiality and friendliness is expected, overly-friendly and familiar behavior (e.g., pet-name calling) and inappropriate touching (e.g., massages), even when not unwanted or unwelcome by the recipient, is inappropriate workplace behavior and unacceptable.

Employees who violate Winston Towers' harassment or discrimination policy may be subject to discipline, including but not limited to being placed on a disciplinary suspension or having their employment terminated, as determined in Winston Towers' sole discretion based on legally permissible considerations.

RETALIATION PROHIBITED

Any employee who reports any workplace issues, including complaints of discrimination, harassment, and/or retaliation, legally protected whistleblowing activities, will be protected from any form of retaliation. Winston Towers also prohibits retaliation against employees who seek accommodations, who participate in Winston Towers investigations, or who engage in other types of protected activities. Disciplining, providing inaccurate work information, or refusing to cooperate or discuss work-related matters with any employee because that employee has complained about or resisted discrimination, harassment, or retaliation, or because the employee has made other workplace complaints or participated in workplace investigations, will not be tolerated. Any person engaged in retaliatory conduct prohibited by this paragraph will be subject to discipline including but not limited to being placed on disciplinary suspension or having their employment terminated, in Winston Towers' discretion. Any employee who believes he or she has been subjected to retaliation must report it immediately in accordance with the below reporting protocol.

PROCEDURE FOR REPORTING DISCRIMINATION, HARASSMENT, AND RETALIATION

Winston Towers' complaint procedure provides for a prompt, thorough, and objective investigation of any claim of unlawful or prohibited harassment, discrimination, and/or retaliation. Winston Towers will issue appropriate disciplinary action against any employee found to have engaged in such unlawful conduct.

1. Any Winston Towers employee who has witnessed or experienced any conduct which he or she believes to be inconsistent with the Association's anti-discrimination, harassment, and/or retaliation policies set forth herein has the responsibility and obligation to promptly report that conduct to the attention of responsible officials. Specifically, the employee must report the matter, in writing, to their immediate supervisor. If, for any reason, an employee feels uncomfortable or unwilling to bring this matter to the attention to their immediate supervisor, the employee may instead present their written grievance to the Property Manager. If, for any reason, an employee feels uncomfortable or unwilling to bring this matter to the attention to their Property Manager, the employee may instead present their written grievance to the Association President. Complaints should be as detailed as possible, including the names of individuals involved, the names of any witnesses, direct quotations when language is relevant, and any documentary evidence (notes, pictures, cartoons, et cetera).
2. The individual in paragraph 1 of this section to whom you submitted your complaint will notify and refer this matter to the appropriate individual designated to conduct investigations into the discrimination, harassment, and/or retaliation complaint.
3. Your complaint will be promptly and thoroughly investigated. The investigation will be completed and a determination regarding the reported harassment, discrimination, and/or retaliation will be made and communicated to the employee who complained about the accused actor. Winston Towers will endeavor to keep all matters related to investigations conducted under this policy confidential, including statements given by employees; however, no employee can be guaranteed that his or her statement will never be disclosed, as information sometimes must be shared in order to further an investigation. Other circumstances may warrant the production of investigatory materials or information, such as in the event of a lawsuit or administrative proceeding where the records maintained by Winston Towers and the complainant may be subject to disclosure.
4. Depending on the findings of the investigation, appropriate corrective action, including disciplinary measures up to and including discharge, will be taken to remedy violations of Winston Towers' policy against harassment, discrimination, and retaliation.

Winston Towers will not retaliate against an employee for filing a complaint, and the Association will not tolerate or permit any retaliation by any manager, employee, or co-worker against any employee for using this complaint procedure

or for filing, testifying, assisting, or participating in any manner in any investigation, proceeding, or against any employee who complains of prohibited harassment, discrimination, and/or retaliation, or who participates in an investigation. If you believe you are being retaliated against for complaining about any perceived prohibited harassment, discrimination, and/or retaliation, or participating in an investigation of such a complaint, you are required and have a responsibility to report the matter using Winston Towers' Complaint Procedure set forth above.

REASONABLE ACCOMMODATION FOR DISABILITIES

Winston Towers complies with the Americans with Disabilities Act (ADA), the Americans with Disabilities Amendments Act (ADAA), and applicable state and local laws providing for nondiscrimination in employment against qualified individuals with disabilities.

In keeping with its commitment to provide a workplace free from unlawful discrimination, Winston Towers will provide reasonable accommodations to a qualified individual with a disability, as defined by applicable law, who has made Winston Towers aware of his or her disability in accordance with the applicable law, provided that the accommodation does not constitute an undue hardship on Winston Towers or pose a direct threat of substantial harm to the employee or others. In general, an undue hardship is an action that would require unreasonable difficulty or expense, or would unreasonably disrupt Winston Towers operations. This policy of reasonable accommodation applies to persons seeking employment as well as to persons currently employed, and covers all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

To be eligible for an accommodation, an employee must notify the Property Manager that he or she suffers from a disability and explain the way(s) in which the disability affects his or her ability to perform the job. Winston Towers also asks that an employee affirmatively suggest to Winston Towers specific accommodations that might be made to allow the employee to better perform their job. The employee must also fully complete Part 1 of the written Request for Medical Workplace Accommodation, unless unable to do so due to his or her disability and, in such case, must advise the Property Manager of this inability to do so. Once an employee has identified himself/herself as a person with a disability who needs a reasonable accommodation, Winston Towers will engage in a dialogue with the employee to determine what is needed and what can be provided. When appropriate, the employee may be asked to provide medical documentation relating to the disability or to submit to a medical examination. All medical and disability-related information will be treated as confidential and will be shared with management and relevant staff only to the extent necessary. While Winston Towers will consider each specific accommodation suggested by the employee, it is ultimately Winston Towers that will determine, on a case-by-case basis, which accommodation, if any, will be provided based on legally permitted considerations.

REASONABLE ACCOMMODATION FOR RELIGIOUS OBSERVANCE AND OTHER REASONS

Reasonable accommodations may also be available with respect to other legally-protected issues, such as to accommodate the religious practices of an employee, including, for example, time off for the observance of holy days or prayer or modifications of a dress code. Employees who take time off for religious observance may be asked to make up the time. Questions and/or requests for such accommodations should be directed to the Property Manager. Please submit such requests as soon as possible after you become aware of the need for an accommodation.

COMPLAINT PROCEDURE AND OPEN DOOR POLICY

In furtherance of its effort to preserve a positive work environment, Winston Towers maintains an "open door" policy and wants its employees to feel free to communicate with Winston Towers management about work-related issues. If you have any concerns regarding Winston Towers' business practices, policy application, or other issues, we would appreciate you bringing those concerns to our attention so that they can be addressed. Whether you have a problem, a complaint, a suggestion, or an observation, the Association wants to hear from you. We encourage you to discuss issues or concerns you may have before they become a problem. **We can only help you to resolve a situation if we are aware of it.**

If you have a concern or problem, it can usually be resolved by following these steps:

- Present your concern or problem in writing to your immediate supervisor. The immediate supervisor may be in the best position to handle the problem or concern satisfactorily.
- If the employee's immediate supervisor is not able to resolve the work-related issue, if the employee does not wish to speak with his or her immediate supervisor about the issue (such as in the event the issue involves the immediate supervisor), or if the employee is not satisfied after speaking with the supervisor, you may present the issue in writing to the Property Manager.
- If the employee is still not satisfied after following the above steps, he or she may request a meeting with the Association's President to address the issue. The President's decision and course of action selected in connection with the complaint or concern will be final.

The Association will endeavor to sufficiently address the concern and/or problem as soon as possible under the circumstances.

To the extent prohibited by law only, the Association prohibits retaliation against any employee availing themselves to this reporting procedure.

If the issue is one regarding workplace harassment, discrimination or retaliation, please see the separate policies in this Handbook addressing those issues.

EMPLOYEE HIRING, RECORDS, AND EMPLOYMENT

APPLICATION/NEW HIRE INFORMATION

Winston Towers relies upon the accuracy of information presented throughout the hiring process and during employment, including but not limited to information provided in employment applications, or other pre-hire information, and in new hire documents. Any misrepresentations, falsifications, or material omissions of this information or data may result in Winston Towers' exclusion of the individual from further consideration for employment, if discovered prior to the individual's hire, or termination of employment, if discovered after employment has begun.

IMMIGRATION LAW COMPLIANCE

Winston Towers is committed to employing only United States citizens and aliens who are legally authorized to work in the United States, and it does not unlawfully discriminate on the basis of citizenship or national origin. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present the required documentation establishing identity and employment eligibility. Former employees who are rehired must also complete this form if they have not completed an I-9 with Winston Towers within the past three (3) years, or if their previous I-9 is no longer retained or valid. Employees with questions or seeking more information on immigration law issues are encouraged to contact the Property Manager. Employees may raise questions or complaints about immigration law compliance without fear of reprisal. If after you begin your employment, your eligibility status changes and you are no longer authorized to work in Winston Towers, you must immediately notify the Property Manager.

EMPLOYMENT REFERENCES AND BACKGROUND CHECKS

To ensure that individuals who join Winston Towers are well qualified and have a strong potential to be productive and successful, it is the practice of Winston Towers to do our best to check the employment references of all applicants. Winston Towers conducts background checks and screenings of applicants and current employees as permitted by applicable law. Employees are expected to cooperate with these procedures. Any and all employment reference checks or background checks or other verifications performed by Winston Towers are in accordance with the applicable state and federal statutes.

The Association practices a Neutral Reference Policy and only verifies the dates of employment and the title of the last position held by former employees. If you authorize the disclosure in writing, the Association also will verify the rate of pay or amount of salary you last earned. Information concerning former or current employees is considered confidential. All mail, email, and telephone inquiries for references or requests for information about job applicants and current, retired, or terminated employees must be directed to the Property Manager. No other manager, supervisor, or employee is authorized to release reference information for current or former employees or workers.

PERSONNEL RECORDS

Your personnel records are kept on file at Winston Towers' headquarters. Typically, this file will include your resume, job application, records of training, and other employee records. Personnel files are the property of Winston Towers and may not be removed. Employee access to personnel files is limited. Any questions regarding employee personnel files should be directed to the Property Manager.

Disclosure of personnel information to outside sources will be limited; however, Winston Towers will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations and as otherwise legally required.

CHANGES IN PERSONAL INFORMATION AND STATUS

Upon beginning employment with Winston Towers, each employee has provided the Association with certain personal information. Winston Towers is required by law to keep current all employees' names and addresses, among other information. In addition, to aid you and/or your family in matters of personal emergency, we need to maintain up-to-date personal information. Employees are responsible for reporting all changes to the following information to the Property Manager:

- Legal name, through marriage or otherwise
- Address
- Telephone Number
- Email addresses
- Person(s) to notify in case of emergency
- Dependent Information listed in your insurance policy
- Beneficiary designation or dependents listed in your insurance policy
- Insurance Coverage
- Marital status (for insurance and withholding purposes)
- Form I-9 (Employment Eligibility Verification)
- Person to notify in case of an emergency

CONFIDENTIALITY OF MEDICAL INFORMATION

Medical information regarding individual employees is treated confidentially, as required by law. Documents containing medical information will be maintained in a file separate from the employee's personnel file. Winston Towers will take reasonable precautions to protect such information from inappropriate disclosure. Supervisors and other employees have a responsibility to respect and maintain the confidentiality of employee medical information. Anyone inappropriately disclosing such information is subject to disciplinary action, up to and including termination of employment.

CONFIDENTIALITY OF EMPLOYEES' PERSONAL INFORMATION

Winston Towers maintains the confidentiality of its employees' personal information, as required by law. Such personal information includes, but is not limited to, employees' social security numbers, personal e-mail addresses, driver's license numbers, etc. Winston Towers will take reasonable precautions to protect such information from inappropriate use and/or disclosure. Supervisors and other employees have a responsibility to respect and maintain the confidentiality of

employees' personal information. Anyone inappropriately using and/or disclosing such information is subject to disciplinary action, up to and including termination of employment.

FAIR CREDIT REPORTING ACT

Certain information obtained by the Association may fall within the definition of a "consumer report" or "investigative consumer report" under the Fair Credit Reporting Act ("FCRA").

A "consumer report" may contain information obtained from an outside agency on your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics and mode of living, which will be used to establish your eligibility for employment or continued employment. A "consumer credit report" may contain information from an outside agency bearing on your creditworthiness, credit standing, or credit capacity, which will be used to establish your eligibility for employment or continued employment. An "investigative consumer report" may contain information about your character, general reputation, personal characteristics and mode of living and is obtained through personal interviews with neighbors, friends, associates, acquaintances or others who may have knowledge concerning any such items of information.

If you authorize Winston Towers to request consumer reports/investigative consumer reports, you have certain rights which are explained in the Fair Credit Reporting Act. You have the right, upon written request made within a reasonable time after receipt of this notice, to obtain information from Winston Towers:

1. As to whether a consumer report/investigative consumer report has been requested;
2. If a consumer report/investigative consumer report has been requested, written disclosure of the nature and scope of the investigation requested; and
3. The name and address of the outside agency to which a request for a consumer report has been made.

If Winston Towers obtains an investigative consumer report, you have the right to request disclosure of the nature and scope of the report. Medical information is not covered by this authorization.

In the event that information from a consumer report/investigative consumer report is utilized in whole or in part in making an adverse decision with regard to your application or employment, before making the adverse decision, we will provide you with a copy of the consumer report/investigative consumer report and description in writing of your rights under the Fair Credit Reporting Act.

Should you decline to authorize Winston Towers to conduct background investigations, including consumer reports/investigative consumer reports, Winston Towers may refuse to extend you an offer of employment, withdraw an offer, or terminate your employment.

EMPLOYEE CATEGORIES/CLASSIFICATIONS

Employee status is important to benefit eligibility, employee compensation, and other matters. All employees, regardless of status, are employed at-will (unless otherwise expressly stated in writing signed by an authorized representative of the Association) without regard to any other classification, and their employment may be terminated at any time, for any reason, by either Winston Towers or the employee. All employees are designated as either "non-exempt" or "exempt" by the Association in accordance with state and federal wage and hour laws. Employees are also designated as "full-time" or "part-time" employees by the Association. The following is intended to help employees understand employment classifications, employees' employment status, and benefit eligibility. Employee classifications are subject to change as deemed appropriate by the Association in its sole discretion. The Association will notify employees of their classifications.

Exempt and Non-Exempt Employees: All employees of Winston Towers are classified as either “exempt” or “non-exempt” by the Association according to the requirements of the Fair Labor Standards Act (FLSA) and other applicable wage laws. Employees who work in non-exempt positions, and perform the duties of such non-exempt positions so as to be considered non-exempt under the applicable wage law, are entitled to overtime pay as required by specific provisions of applicable federal and state law. Non-exempt employees will be paid overtime at a rate that complies with all applicable wage and hour laws for time worked in excess of forty (40) hours during the Association’s established workweek, as addressed later in this Handbook. PTO, holiday pay, jury duty, etc. do not apply toward time worked for purposes of calculating overtime. Employees who work in exempt positions, and perform the minimum amount of duties of such exempt positions so as to be qualified as exempt under the applicable wage laws, are excluded from specific provisions of federal and state wage and hour laws. Exempt Employees will not receive additional compensation for hours worked in excess of 40 hours each workweek, unless otherwise required by law. These employees are paid on a salary basis. Employees will be notified of their employment classification at the time of hire and during their employment in the event of a change thereto.

Full-Time and Part-Time Employees: Every employee is classified by the Association as “full-time” or “part-time” employees. Employees who are regularly scheduled to work and do work a minimum of 30 hours each workweek, as determined solely by Winston Towers, are classified as “full-time” employees. Any changes to or from “full-time” status must be determined and approved by the Property Manager. Full-time employees are eligible for Association benefits subject to the terms, conditions, and limitations of each benefit program, as further discussed below. Note that employment beyond any initially stated period does not in any way constitute or imply a change in employment classification. Employees who are scheduled to work and do work fewer than 30 hours each workweek on a regular basis, as determined solely by Winston Towers, are classified as “part-time” employees. Part-time employees receive all legally mandated benefits; however, they are NOT eligible for Association’s provided benefits, unless otherwise specifically stated herein.

Any changes to an employee’s classification must be in writing and approved by the Property Manager.

WAGES, WORK SCHEDULES, AND RELATED INFORMATION

WORK SCHEDULES AND HOURS OF WORK

Weekly work schedules are set by the Winston Towers based on staffing and Association needs, and they may be modified (shortened or extended) as dictated by these considerations. Supervisors will notify employees of their weekly schedules for the upcoming week and any changes thereto. Please ask your supervisor any questions that you may have about your work schedule. Repeated inability or unwillingness to comply with the modified work hours may lead to termination of employment.

ATTENDANCE AND PUNCTUALITY

Satisfactory attendance is required by all employees. To that end, all employees must arrive to work, ready to work (including being dressed in proper work attire) at their scheduled start times. Employees are expected to remain at their assigned workstations/work areas until the end of their shifts (except for established meal and break periods), unless arrangements have been made with the immediate supervisors to leave prior to the end of their scheduled shift.

Tardiness and absenteeism affect the entire team and place a burden on co-workers and the Association to compensate for the absent or late employee. Tardiness is defined as arrival to work more than five (5) minutes after the employee’s scheduled start time without approval of their immediate supervisor. If you find you are going to be tardy for any reason, you must notify your immediate supervisor or, if this is not possible, the Property Manager as soon as possible but no later than 2 hours before the beginning of your shift to allow sufficient time for Winston Towers to make the necessary arrangements. Merely leaving word or a voicemail is not sufficient; employees must personally speak with one of the individuals identified in the previous sentence within the required time period. Phone calls placed to those designated above made by anyone else other than the employee (such as by family or friends) will not be acceptable except in the case of an emergency preventing the employee from getting to or using a phone, which is subject to verification by the

Association. If applicable, the Association may request written documentation as part of the verification process. The failure to comply with the requirements of this paragraph will subject the employee to disciplinary action which may include termination of employment.

If you are going to be absent from work for any reason, you must notify your immediate supervisor or, if this is not possible, the Property Manager as soon as possible but no later than 2 hours before the beginning of your shift to allow sufficient time for Winston Towers to make the necessary arrangements. Merely leaving word or a voicemail is not sufficient; employees must personally speak with one of the individuals identified in the previous sentence within the required time period. Phone calls placed to those designated above made by anyone else other than the employee (such as by family or friends) will not be acceptable except in the case of an emergency preventing the employee from getting to or using a phone, which is subject to verification by the Association. If applicable, the Association may request written documentation as part of the verification process. You must notify your immediate supervisor or the Property Manager on each day you are absent in accordance with the above procedure. In other words, it will be assumed that you will report to work on your next scheduled day unless you make contact on the next scheduled day to notify the Association that you will be absent on such day. The failure to comply with the requirements of this paragraph will subject the employee to disciplinary action which may include termination of employment.

Any employee who is absent for three (3) or more consecutive days without notifying the Association in accordance with the above protocol will be considered to have voluntarily resigned as of the close of the third day and abandoned their position with the Association, which will render him or her ineligible for rehire.

Any unexecuted, unacceptable, or excessive absenteeism, tardiness, or fraudulent claims of illness or injury may result in disciplinary action up to and including termination. Any employee who demonstrates a pattern of tardiness or absenteeism, such as on Mondays, Fridays, or days preceding/following holidays and/or vacations, will be subject to disciplinary action, which may include termination of employment.

Employee compliance with the Association's Attendance and Punctuality requirements will be reviewed and evaluated on an ongoing basis. Violations of this policy may be addressed at the time of the offending conduct or each pay period when employee time may be reviewed, or any such other time that such violation is discovered by or brought to the attention of the Association.

TIME KEEPING PROCEDURE AND RECORDING HOURS WORKED

Winston Towers complies with applicable law requiring the Association to keep accurate records of all time worked by its employees. All non-exempt employees are required to report, on a daily basis, the time that they start work and end work each workday, as well as the time that they start and end all non-working meal periods and all breaks greater than twenty minutes. Non-exempt employees must "clock-in" immediately upon arriving to work using the Association's time keeping system. Employees will receive instructions and training on proper time keeping practices upon beginning their employ with Winston Towers. Clock-in times are relied upon to determine employees' arrival times each workday and are used to detect tardiness. Accordingly, it is paramount that employees clock-in to work immediately upon their arrival. At the end of each workday, employees must clock-out using the Association's time keeping system immediately prior to leaving for the workday. Employees are not permitted to perform any job duties once they have clocked-out. Employees are not permitted under any circumstance to perform any work or job duties "off the clock." There are no exceptions to this rule. In the event someone within the Association directs you to perform work "off the clock" in violation of this policy, you must promptly report this, in writing, to the Property Manager.

Employees are not permitted to arrive to Winston Towers ready to work more than five (5) minutes before the start of a scheduled work shift, and thus, they should not clock-in more than five (5) minutes before the start of a scheduled shift. Employees are not permitted to work more than five (5) minutes after their shift is scheduled to end without prior approval from their immediate supervisor and thus, they shall clock out no later than five (5) minutes after their scheduled shift absent prior approval. Failure to follow this policy may result in disciplinary action. In the event any employee performs any work after the time their shift is scheduled to end, they must report this in writing to their supervisor immediately to ensure proper compensation.

All non-exempt employees will receive training on the Association's time keeping system upon their hire to the Association. Accurately recording all time worked is the responsibility of each non-exempt employee, and it is critical as the Association relies on the employees' clock-in and clock-out times to calculate the total time worked by employees each workweek and the total compensation owed to them. If any employee fails to accurately record all time worked on any given workday, or if any employee believes there has been an error in recording the time worked, he or she must immediately report this issue in writing to the Property Manager and it will be promptly addressed and resolved.

At the end of each workweek (or on a more frequent basis if determined by the Association), employees may be required to verify that the total time recorded as worked for that workweek is accurate and complete and that no additional work, other than that reflected on the time records, was performed during that workweek. If the employee claims to have worked time that was not accurately recorded and reflected on the time records for such workweek, he or she must immediately report this, in writing, to the immediate supervisor, and it will be promptly addressed. The Association requires all employees' strict compliance with this reporting requirement

Employees are prohibited from clocking-in or clocking-out for other employees. Altering, falsifying, or tampering with time records, or recording time for another employee is strictly prohibited and may result in disciplinary action, up to and including termination of employment. Employees are prohibited from changing time after it has been recorded. Any employee who engages in any of these prohibited actions may be subject to disciplinary action, up to and including termination of employment. Additionally, repeated failure to properly record your time will result in disciplinary action up to and including termination of employment.

The Association relies on each employee's compliance with these time keeping and recording requirements, and any employee who fails to comply herewith will be subject to disciplinary action, which may include termination.

Additionally, the Association may require certain exempt employees to record their time worked. Employees subject to this requirement will be so advised by the Association along with what action the employees must take to comply with the time recording requirements. The failure to comply with these requirements may subject the employees to disciplinary action, which may include termination of employment.

Questions regarding the time keeping requirements should be directed to the Property Manager.

MEAL PERIODS

All employees whose scheduled work shift lasts a minimum of five (5) hours and extends over a mealtime (lunch) are provided with a meal period each workday, unless the employee is informed otherwise by the Property Manager. The length of the meal periods may vary among employees based on job position held, operational and business needs of the Association, and other permitted considerations. As such, employees will be notified by their immediate supervisors regarding the length of their authorized meal period, which, under no circumstances, shall exceed 60 minutes. For non-exempt employees who are given 30 minutes or more for meal periods, these meal periods shall be **unpaid** and the following requirements shall apply: 1) employees must take the full length of the meal period assigned (e.g., if the employee receives a 30 minute meal period, the employee must take the full 30 minutes); 2) employees are prohibited from performing any work during these meal periods, unless specifically authorized to do so in writing by their immediate supervisor; and 3) employees must take their meal periods away from their desks and work stations. For employees who are given less than 30 minutes for meal periods, these meal periods shall be paid.

The Association may, as it deems necessary and/or appropriate under the circumstances, assign employees particular time periods or time slots to take their meal periods, which may vary from day-to-day in order to accommodate business and operating needs. In the event an employee is not assigned such time period or slot on a particular workday, he or she should take care to stagger meal periods so that continuous coverage can be maintained within the Association.

Employees are required to clock-out at the beginning of their meal period and clock-in at the end of their meal period. If, for any reason, an employee does not take the applicable meal period, or the break is interrupted because of any work related reason, he or she must immediately report this in writing to the immediate supervisor and to the Property Manager.

Minors under the age of 18 are entitled to an uncompensated, uninterrupted meal period of 30 minutes when working shifts of more than four (4) hours, as required by law and as provided by this policy. For shifts of four (4) hours or less, no meal period is required. In the event a minor works more than eight (8) hours in a workday, he or she will be provided with a second, uninterrupted, uncompensated thirty (30) minute meal period.

OTHER BREAKS

Employees may be provided with break periods as Association and departmental needs allow. To the extent possible, employees are expected to attend to personal issues, make personal phone calls, take coffee breaks, and engage in other activities before or after work, during lunch periods, and during approved breaks as may be provided by the Association. Employees should coordinate and stagger their breaks so that there is adequate and continuous coverage in place at all times. Note that break periods are optional.

COMPENSATION

Employee compensation shall be set upon hire and may be adjusted during the course of employment, as determined by the Association in its sole discretion unless otherwise stated in a written document signed by an authorized representative from the Association, based upon performance, merit, or other permitted grounds, or as required by law. Winston Towers compensates its employees in a fair and equitable manner which is intended, in part, to recognize individual effort and contribution to the success of Winston Towers. All employees will be compensated in accordance with the applicable federal and state wage and hour requirements. Employees are to address any issues or questions regarding compensation with the Property Manager.

PAY PERIOD/PAY CHECKS

For payroll purposes, the workweek runs from Sunday at 12:00am through Saturday at 11:59pm. All regular payroll compensation is issued to employees on a weekly basis, unless otherwise provided herein or in a separate schedule distributed to employees subject thereto. Unless otherwise indicated, payroll for each workweek will be issued on the Monday of the following week. In the event a regularly scheduled payday falls on a day off, such as a weekend or Association observed holiday, employees will generally receive their paychecks on the last day of work before the regularly scheduled payday.

PAYCHECK ERRORS AND CORRECTIONS

Employees are responsible for reviewing all paychecks and statements they receive. In the event an employee believes there is a discrepancy on their paycheck, calculation error, time record error, or any other payroll error - such as an improper deduction made from his/her compensation - the employee must immediately report it in writing, along with any documentation or materials illustrative of the time keeping error and any evidence illustrating the time actually worked by the employee, to the Property Manager. Reports of improper deductions, hours worked, or other payroll errors will be promptly investigated. If it is determined that an improper deduction or other payroll error has occurred, the employee will be promptly reimbursed for any improper deduction or payroll error made, usually in the next regular paycheck. Employees may question perceived errors in pay without fear of reprisal or discipline.

NO PAY ADVANCES OR LOANS

The Association does not cash payroll checks or provide pay advances or loans on unearned wages.

LOST OR STOLEN PAYCHECKS

Employees are responsible for their paychecks after they have been issued. In the event that your paycheck is lost or stolen, employees are to immediately notify the Property Manager. If we are able to do so, we will notify the bank to place a stop payment on the original paycheck, and issue you another paycheck. Unfortunately, Winston Towers is unable

to take responsibility for lost or stolen paychecks. Therefore, if we are unable to stop payment on your original paycheck, you will be responsible for the loss to the extent permitted by law.

PAYROLL DEDUCTIONS

The Association is required by law to make certain deductions from each employee's paychecks each pay period based on the exemption information completed and supplied by the employee and submitted to the Association. The Federal Government requires deductions on Income Tax, Social Security (FICA) Taxes, and Medicare Tax from your paycheck. Other deductions, where applicable, may include state and/or local taxes, insurance premium contributions or any other voluntary contribution deductions. There may also be additional deductions based on the benefits elected by employees. All deductions and the amount of the deductions are listed on your pay stub/pay voucher. It is important that you review your pay stub to ensure the correct deductions are being withheld based on your benefit elections. These deductions are totaled each year for you on your Form W-2, Wage and Tax Statement. If you have any questions regarding deductions to your paycheck, you should see the Property Manager.

IMPROPER DEDUCTIONS PROHIBITED

Certain employees are paid on a "salary basis." This occurs when an employee regularly receives a predetermined amount of compensation each pay period, which cannot be reduced because of variations in the quality or quantity of the employee's work, except for specific deductions permitted by law. It is Winston Towers' policy to comply with all salary basis requirements of federal and state law. To this end, to the extent required by law, Winston Towers prohibits improper salary deductions of any kind, including but not limited to deductions for partial-day absences; deductions made for full-day absences, other than those specified below; deductions made for absences occasioned by the employer or business requirements; or other deductions prohibited by law. Winston Towers will rectify the situation and promptly reimburse employees for any such improper deductions which are brought to our attention.

Certain lawful deductions from a salaried employee's pay are permitted without prejudice to an employee's status. Some examples are as follows:

- Absence from work for one or more full days for personal reasons, other than sickness or disability, if the allotted personal time off under Association policy has been exhausted;
- Absence from work of one or more full days due to sickness or disability, if there is a plan, policy or practice providing replacement compensation for such absences;
- Absences from work of one or more full days before eligibility under such a plan, policy or practice or after replacement compensation for such absences has been exhausted;
- Unpaid disciplinary suspensions of one or more full days, imposed in good faith for workplace conduct rule infractions (including violating the conduct rules set forth in this Handbook);
- For a penalty imposed in good faith for infractions of safety rules of major significance;
- Payment of actual time worked in the first and last weeks of employment, resulting in a proportional rate of an employee's full salary;
- To off-set amounts employees received as jury or witness fees or military differential pay;
- Any unpaid leave taken under the Family and Medical Leave Act; or
- Negative paid personal time-off balance, in whole-day increments only.

These are merely examples of permissible deductions, and do not necessarily represent an exhaustive list. If you have any questions regarding deductions made to your salary, or believe deductions have been made in violation of this policy, please bring these concerns to the attention of the Property Manager so they can be addressed and rectified, if necessary. In addition, Winston Towers prohibits improper deductions to hourly employees' pay which would impact Winston Towers' compliance with the applicable minimum wage and overtime requirements.

OVERTIME

Overtime compensation is paid to all non-exempt employees in accordance with federal and state wage and hour requirements. Non-exempt employees will be paid overtime at a rate that complies with the applicable wage and hour laws for all time worked over forty (40) hours in a workweek in accordance with applicable federal and state law. Unless otherwise notified in writing by the Association, all such non-exempt employees will be paid at an overtime rate of one and one-half (1½) times their regular hourly rate of pay for all overtime worked. Only actual hours worked count toward computing overtime. Vacation time off, time off for holidays, sick leave, personal days, bereavement leave, or any leave of absence will not be considered hours worked for purposes of computing overtime for the week or performing overtime calculations. Overtime pay is based on actual hours worked.

All overtime must be preapproved *in advance* by the Association President. Employees are not permitted to work overtime unless such overtime is specifically preapproved by such authorized individual. Employees who work overtime without receiving this prior authorization may be subject to disciplinary action, up to and including termination of employment. Strict compliance with this policy is required.

Occasionally, due to special needs in your department, employees may be required to work overtime. In such case, overtime assignments will be distributed as equitably as practical, as determined in the discretion of management, to all employees qualified to perform the job duties/work needed. Repeated inability or unwillingness to work overtime hours requested by management may lead to disciplinary action, including termination of employment.

SOCIAL SECURITY

Nearly all employees receive Social Security tax payroll deductions in accordance with the Federal Insurance Contributions Act (FICA). Winston Towers matches the amount of social security paid by employees with equivalent employer contributions. During your employment, you and Winston Towers both contribute funds to the federal government to support the Social Security Program. This program is intended to provide retirement benefit payments and medical coverage for you once you reach retirement age.

GARNISHMENT/CHILD SUPPORT

By law, Winston Towers is required to honor legal garnishments of employee's wages or salaries. When an employee's wages are garnished by a court order, Winston Towers is legally bound to withhold from the employee's paycheck the amount indicated in the garnishment order. However, Winston Towers will honor federal and applicable state guidelines that protect a certain amount of an employee's income from being subject to garnishment. Management will provide the employee subject to garnishment with written notification of a garnishment received by Winston Towers.

FINAL PAYCHECKS

Employees who have separated from Winston Towers, whether voluntarily or involuntarily, will receive their final paycheck no later than the next regular payroll cycle subsequent to termination, less any amount owed to Winston Towers to the extent such deductions are permitted by law.

It is the employee's obligation to carefully review the final paycheck to ensure that it is complete and accurate.

EMPLOYEE QUALIFICATIONS, CERTIFICATION, LICENSING, AND OTHER JOB REQUIREMENTS

Any employee who is required by law or by the Association to be registered and/or licensed must present proof of appropriate registration and/or licensing to the Association prior to commencing provision of such services. Each employee will be informed if there are licensing, certification or testing requirements for his or her job. It is the employees' responsibility to obtain and maintain any certification, permits, and licenses that are required by local or state law prior to starting employment with Winston Towers. Employees are expected to ensure any license or registration renewals are done timely and that proof of the renewal is provided to Winston Towers. Failure to qualify for or to maintain a certification or license may be sufficient cause for termination. Additionally, Winston Towers may require you to receive certification through private programs.

These individuals are expected to adhere to all rules, regulations and ethical requirements set forth by the applicable state and/or federal agencies.

EMPLOYMENT OF RELATIVES

Relatives of employees are not eligible for employment with Winston Towers under any circumstances. The sole exception to the foregoing sentence applies to present employees who become married during their employ, and they will be permitted to continue working in the job positions held provided they **do not** work in a direct supervisory relationship with one another, in the same department, or in a job position involving conflict of interest. For purposes of this policy, a "relative" is defined as a spouse, parent, child, sibling, in-law, step-parent, and step-sibling.

JOB RESPONSIBILITIES, JOB PERFORMANCE, AND RELATED TOPICS

INTRODUCTORY PERIOD FOR NEW EMPLOYEES

The introductory period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. Winston Towers uses this initial period to evaluate employee skills, capabilities, work habits, productivity, and overall performance. During this period, employees may be required to participate in orientation and any necessary on-the-job training.

All new and rehired employees are required to work on an introductory basis for the first 90 days of their employment. Any significant absence will automatically extend an introductory period by the length of the absence. If Winston Towers determines that the designated introductory period does not allow sufficient time to evaluate the employee's performance, it may, in its discretion and based solely on legally permitted considerations, extend the introductory period for a specified period of time. Rehired employees with an employment lapse of five calendar days or more are classified as new employees and subject to the introductory period and new employee benefits eligibility dates, unless otherwise provided by law.

During the introductory period, new employees are eligible for benefits that are required by law, such as workers' compensation insurance and social security. Upon successfully completing the introductory period, employees may also be eligible for certain Association provided benefits, subject to the terms and conditions of each benefits program. Employees should read the information for each specific benefits program for the details on eligibility requirements.

Both during and after the introductory period, all employees remain "at-will," except as expressly provided in this Handbook. The successful completion of the introductory period neither guarantees employment for any period of time thereafter nor otherwise impacts the at-will employment relationship between the employee and Winston Towers. Either Winston Towers or the employee may terminate the employment relationship at any time, with or without notice, and with or without cause, during the Introductory Period or after the completion of this period

JOB DUTIES

Employees will be provided with detailed explanations of their job responsibilities and performance standards. Winston Towers reserves the right to, at any time, with or without notice, alter or change job responsibilities, reassign or transfer

job positions, or assign additional job responsibilities as necessary to meet the Association's needs and goals. Such changes will be provided in writing to the employee. Employee cooperation and assistance in performing such additional work is expected.

Additionally, unless expressly authorized by the Association as part of their job duties, employees are not permitted to represent the Association's financial condition to any outside business or third party. Only the personnel expressly authorized to do so by Winston Towers may represent or provide information regarding the Association's financial status to an outside business or third party, and all such representations and information must be accurate and made in compliance with all applicable laws.

COMMUNICATIONS IN ENGLISH

It is the Association's policy to promote diversity and inclusiveness within the workplace, which includes employing individuals who may speak languages other than English. However, there are certain circumstances, which are set forth below, where the Association requires its employees to converse and otherwise communicate in English in order to promote safety, customer service, employee supervision, efficient business operations, and other legally permitted, non-discriminatory objectives:

- 1) Employees are required to speak English when they are communicating with customers, vendors, and other associates of the Association who speak English.
- 2) Employees are required to speak English when they are communicating with coworkers about any matter related to or associated with the Association or their employment with the Association, which includes but is not limited to matters involving their job duties and responsibilities, work directives, tasks, directions, assignments, projects, job duties, work efforts, etc.
- 3) Employees are required to compose work-related emails and all other written communications that involve, contain, or concern employment-related safety or security issues, communications with or about residents or unit owners or customers, communications with or about vendors, communications with or about other associates of the Association, job duties and responsibilities, work directives, tasks, directions, work efforts, and projects in English.

All employees are required to comply with this policy. The failure of any employee to so comply with this policy shall be subject to disciplinary action, in accordance with the Corrective Action and Employee Disciplinary Policy set forth in this Handbook.

Notwithstanding any provision contained in this Policy, the Association does not have language policies that discriminate against any employee based on national origin, race, or any protected classification. This Policy shall be uniformly applied by the Association.

Employees having concerns or questions regarding this policy should address them with their immediate supervisor or the Property Manager.

EXPECTED CONDUCT FROM EMPLOYEES AND ETHICAL STANDARDS

The successful business operation and reputation of Winston Towers is built upon principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct, honesty, trust, and personal integrity. These are the hallmarks of our business.

The Association expects that employees will act in the Association's best interests and refrain from placing themselves in a position which might give the appearance of impropriety or which might produce a conflict between their self-interest and the interests of the Association. The Association also expects that each employee will notify the Association of anything that might compromise, or give the appearance that it might compromise, the employee's ability to act in the best interest of the Association and its residents

The Association expects employees, at all times, to use their best efforts to perform all assigned tasks promptly and efficiently, to be courteous and impartial in dealing with residents, vendors, independent contractors, other employees, and the public. All employees have the right to be treated with dignity and respect, just as it is expected that all employees will treat others the same way. Courtesy, tact, and helpfulness can bring about respect and cooperation from others. We also want to create a positive image of Winston Towers in the eyes of the public.

Insubordination and lack of cooperation by our team is unacceptable. While we welcome suggestions from employees, employees are expected to follow directions and instructions from their supervisors and managers with a positive and helpful attitude, and address disagreements in a constructive manner. Anything less reflects poorly on you and the Association.

Winston Towers expects all of its employees to act in accordance with the highest standards of personal, ethical and professional integrity in all aspects of their activities and to comply with all applicable rules, regulations and internal policies. In accepting a position with Winston Towers, each of us becomes accountable for compliance with these principles of expected conduct.

RULES OF CONDUCT AND PROHIBITED CONDUCT AT WORK

All employees must follow Winston Towers' policies, rules and standards of conduct and maintain proper standards of conduct at all. If an individual interferes with the orderly and efficient operation of Winston Towers, fails to comply with Winston Towers' policies and procedures, or engages in misconduct, unsatisfactory performance, or poor performance, corrective disciplinary measures will be taken.

A list of prohibited employee conduct is set forth below. This list is illustrative only; other types of conduct that threaten security, personal safety, employee welfare, and the Association's operations are also prohibited. Employees engaging in any such prohibitive conduct will be subject to disciplinary action, up to and including termination of employment:

- Violation of Winston Towers' policies or rules;
- Falsifying or misrepresenting employment records, employment information, Winston Towers' forms, documents, or other Association records (including timesheets, time records, and attendance records);
- Reporting time of arrival or time of departure for another employee, signing a time sheet and/or time record other than his/her own;
- Failure to properly and accurately report time or arrival or departure (e.g., not appropriately or accurately clocking-in and clocking-out);
- Insubordination, including but not limited to the refusal or failure to perform assigned work or obey the orders or instructions of a superior or manager;
- Unsatisfactory conduct, including but not limited to unprofessional behavior and lack of cooperation with others;
- Disrespect or using abusive or threatening language toward a superior, manager, any employees, or Winston Towers' visitors, residents, or contractors;
- Theft or dishonesty, including, but not limited to, falsification, misrepresentation, or omission on an employment application, resume, or other Winston Towers documents;
- Any form of harassment;
- Performing outside work while on Association time or using Association property, equipment or facilities in connection with outside work while on Association time;
- Interfering with the business relations or potential business relations of a competitor and its suppliers, employees, or agents;
- Unsatisfactory attendance in the form of unapproved or frequent tardiness, stopping or leaving work early, unauthorized absences from work or your assigned work area, and/or from any employees' work station during working time;
- Unsatisfactory or poor performance (e.g., below-average work quality or quantity; excessive absenteeism or tardiness or abuse of break privileges; failure to follow instructions, directions, policies or procedures of Association or your supervisor; unprofessional behavior or lack of cooperation; careless, inefficient or indifferent

performance of duty, and unacceptable irregularities in the money trusted to you; or failure to get along with fellow employees to the extent that work being performed is hindered or below required standards);

- Stealing, destroying, defacing, abusing, misusing, removing, borrowing or other unauthorized possession of Association property, supplies, equipment or materials, resident or guest property (including but not limited to the improper disposal and retention of credit card and/or personal information), or other employee's property, including interfering with work schedules;
- Failing to comply with Winston Towers' dress code policy as detailed herein;
- Failing to comply with Winston Towers' break periods and meal periods policy as detailed herein;
- Engaging in excessive, unnecessary, or personal use of Association's supplies, equipment, or materials;
- Provoking a fight, fighting, or assaulting another person or using obscene, abusing or threatening language, or gestures, or other disruptive inappropriate behavior during working hours or on Winston Towers property;
- Making disparaging remarks or false statements regarding the Association's competition or their products;
- Internally interfering with the business relations or potential business relations of the Association's competitors or the competitors' supplier, employees, or agents;
- Improperly acquiring and/or misappropriating a competitor's trade secrets;
- Threatening or intimidating management, supervisors, or other employees;
- Violating Winston Towers' policy against Gambling, Smoking, Alcohol, or Drugs in the workplace;
- Failing to maintain Winston Towers' standard of service;
- Possessing firearms or other weapons on Winston Towers premises;
- Violating any confidentiality and non-disclosure agreement, non-competition agreement, non-solicitation agreement, or any other similar agreement or policy of the Association;
- Engaging in criminal conduct whether or not related to job performance;
- Causing, creating or participating in a disruption of any kind during working hours or on Association property;
- Failing to provide a physician's certificate when requested or required to do so;
- Failing to observe work schedules, including rest periods and meal periods;
- Sleeping or malingering on the job while on duty or wasting of time, loafing, and loitering;
- Discourtesy to residents;
- Failing to conform to safety and security regulations as identified herein;
- Failing to report lost and found articles immediately to your supervisor or security.
- Making or accepting excessive personal telephone calls during working hours, except in the case of emergency;
- Using business telephones for non-business (personal) purposes;
- Soliciting or accepting gifts, gratuities, or other personal benefits or favors from residents, guests, or vendors in violation of the policies contained in this Handbook;
- Working overtime without authorization from the appropriate Association personnel or refusing to work assigned overtime;
- Wearing disturbing, unprofessional or inappropriate styles of clothing while working;
- Failing to maintain sanitation, health, or safety standards;
- Violating any safety, weapons, health, security or Association policy, rule, or procedure (including but not limited to failing to observe established health, fire, safety or civil defense rules or common safety practices, tampering with fire, safety, or other equipment, etc.);
- Committing a fraudulent act or a breach of trust under any circumstances;
- Engaging in sexual activity while on the clock at work;
- Parking in loading or other unauthorized areas;
- Dining or snacking at any time in areas other than those designated by the management;
- Violating Winston Towers' communications policies, including its policy on the use of social networking pages;
- Violating Winston Towers' Non-Discrimination, Anti-Harassment, or Anti-Retaliation Policies or subjecting any resident to any such unlawful practice; and
- Violations of any other rule, guideline or policy set forth in this handbook, prescribed by the Association.

This statement of prohibited conduct does not alter Winston Towers' policy of at-will employment.

These above examples are not all inclusive and discharge decisions will be based on an assessment of all relevant factors.

CORRECTIVE ACTION AND EMPLOYEE DISCIPLINE

It is Winston Towers' policy to issue disciplinary action in a prompt, uniform, and impartial manner. Any conduct, which in Winston Towers' opinion, interferes with or adversely affects Association or Association business or the employment environment, and/or otherwise reflects poorly upon Winston Towers, including but not limited to violations of the policies in this Handbook, is grounds for disciplinary action, ranging from a verbal warning to immediate discharge, at Winston Towers' discretion. An employee may be subject to disciplinary action for unsatisfactory job performance or conduct not specifically listed in this Employee Handbook

Employees who violate any Association's policy or procedure and/or engage in unsatisfactory performance or conduct are subject to the Association's progressive disciplinary system. The levels of progression are set forth below. Any level of progression may be skipped based on the infraction, at the sole discretion of the Association, and may be issued in any order deemed appropriate by the Association under the circumstances:

Verbal Warning: An employee will be given a verbal warning when he or she engages in offending conduct or a performance infraction that warrants this disciplinary action. Verbal warnings are documented and placed in the employee's personnel file.

Written Warning: A written warning will be given when an employee either engages in conduct that justifies a written warning or engages in unacceptable behavior during the period that a verbal warning is in effect.

Suspension: An employee will be suspended when he/she either engages in conduct that justifies a suspension or engages in unacceptable behavior during the period that a written warning is in effect. An employee's suspension may be with or without pay as determined by the Association at the time of the suspension. For the initial period following an employee return to work from suspension, the employee will be under added scrutiny to ensure satisfactory job performance and workplace conduct.

Termination: An employee may be terminated when he or she engages in conduct that justifies termination or otherwise fails to correct the offending conduct or performance that resulted in less severe disciplinary action. Once the decision for termination has been made and expressed by the Association, it is a final decision.

The purpose of having a progressive disciplinary system is to identify problems and correct them, if possible. We hope that most employee problems can be corrected at an early stage, benefiting both the employee and the Association. The appropriate disciplinary action will be determined by the Association. The Association does not guarantee that one form of action will necessarily precede another. Discipline need not be imposed in any order. There may be circumstances where the offense or performance issues warrants bypassing the progressive system and immediately terminating employment with Winston Towers. Such disciplinary decisions are within the discretion of Winston Towers based on legally permitted, non-discriminatory considerations.

At all times, employment with Winston Towers remains "at-will," which means that either Winston Towers or the employee has the right to terminate the employment relationship at any time, with or without cause or prior notice. As a result, Winston Towers may determine to either implement disciplinary action or to immediately terminate an employee without benefit of progressive or other discipline, at its sole discretion.

REDUCTION IN FORCE

Under some circumstances, Winston Towers may need to restructure or reduce its workforce. If restructuring operations or reducing the number of employees becomes necessary, Winston Towers will attempt to provide as much advance notice as possible to the impacted employees and will comply with all applicable legal requirements regarding reductions in force. In determining which employees will be subject to the reduction in force, Winston Towers will take into account, among other permitted considerations, operational requirements and the skill, productivity, ability and past performance of those involved.

TERMINATION/RESIGNATION

Winston Towers works hard to treat employees fairly and provide an opportunity for career development. Sometimes, despite our best efforts, employees elect to sever the employment relationship with the Association for certain reasons (e.g., they move, find themselves in different circumstances, or simply want a change). Therefore, and unless otherwise stated in a written document signed by an authorized representative from Winston Towers, employment at Winston Towers is considered "at will," permitting either party to end the relationship in his or her own discretion. Voluntary termination results when an employee voluntarily resigns his or her employment with Winston Towers, or fails to report to work for three (3) or more consecutive days without notice to the Association in accordance with the protocol set forth in this Handbook. If it becomes necessary for an employee to resign from the Association, it is requested that the employee provide Winston Towers with written notice of resignation given to the Property Manager preferably at least two (2) weeks in advance of the resignation effective date. Note that the Association's preference for two weeks' notice does not change the at-will employment relationship between the employee and Winston Towers. The Association also retains the right to enlarge, reduce, or make changes to its staff. During that two week period, employees will be expected to assist the Association in a smooth transition. The Association reserves the right to allow you to work for the entire notice period or to release you early if it chooses.

The Association retains the right to enlarge, reduce, make changes to, or terminate employees from its workforce.

EXIT INTERVIEW

The Association may schedule interviews for departing employees at the time of their separation from the Association. The exit interview affords an opportunity to discuss important issues such as employee benefits, final paychecks, other issues relating to compensation, return of (and collection of) Association property, and other matters. Suggestions and questions can also be voiced at that time.

RETURN OF EMPLOYER PROPERTY

All Winston Towers property issued to employees – such as keys, badges, Association documents/materials, and other Association materials – must be returned immediately upon separation of employment from Winston Towers. Employees will be responsible for any lost or damaged items and their payroll will be deducted accordingly for such lost or damaged items, to the extent permitted by law.

OFF-DUTY CONDUCT

While Winston Towers does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with Winston Towers' legitimate business interest and/or create a negative perception of Winston Towers. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect Winston Towers' or their own integrity, reputation or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects Winston Towers' legitimate business interests, creates a negative perception of Winston Towers, or adversely affects the employee's ability to perform his or her job will not be tolerated. Employees engaging in such behavior will be subject to disciplinary action, up to and including termination, as permitted by law.

While employed by the Association, employees are expected to devote their energies to their jobs with the Association. Employees are permitted to hold non-competitive second jobs outside of the Association that do not interfere with the employee's ability to satisfactorily perform the duties of his or her position with the Association and do not create the potential for a conflict of interest. Such outside employment must not be for a competitor of Winston Towers, and employees are similarly not permitted to take an ownership position with a competitor of Winston Towers. Employees must give the Association's Property Manager advance written notice of any outside prospective employment for evaluation as to whether it may create an actual or perceived conflict of interest or otherwise interfere with an employee's full performance of professional responsibilities. If the additional employment is approved, Winston Towers assumes no responsibility for it. Winston Towers shall not provide workers compensation coverage or any other benefit for injuries

occurring from or arising out of the additional employment. Approval to engage in additional employment can be revoked at any time with direct written notice to the employee.

Additionally, employees should consider the impact that outside employment may have on their health, physical endurance and ability to effectively perform their responsibilities for the Association. All employees will be required to satisfy the Association's performance standards and scheduling requirements, regardless of any existing outside work commitments. In all cases, employment with the Association must be considered priority and scheduling obligations for the Association must take precedence over outside employment. Outside employment should not be permitted to interfere with your ability to perform your job for the Association to the best of your ability.

The following types of additional employment elsewhere are strictly prohibited:

- Additional employment that conflicts with an employee's work schedule, duties, and/or responsibilities at Winston Towers;
- Additional employment that creates a conflict of interest or is incompatible with the employee's position with Winston Towers;
- Additional employment that impairs or has a detrimental effect on the employee's work performance with Winston Towers;
- Additional employment that requires the employee to conduct work or related activities on Winston Towers property during the employee's working hours or using Winston Towers facilities and/or equipment; and
- Additional employment that directly or indirectly competes with the business or the interests of Winston Towers or interferes in any way with the sale of products or services that Winston Towers provides to its residents.

DRESS CODE AND OTHER PERSONAL STANDARDS

Because each employee is a representative of the Association, each employee must report to work properly groomed and wearing appropriate clothing. Therefore, during business hours, or when otherwise representing the Association, employees are expected to present a clean, neat, tasteful, and professional appearance at all times. Employees are expected to arrive to work dressed in appropriate workplace attire, behave in a professional manner suitable for their work, and maintain the highest standards of professional cleanliness at all times.

Below are specific dress code standards applicable to all employees unless otherwise indicated:

- All clothing should be clean, neat and wrinkle free. Employees are expected to wear professional and appropriate attire at all times. Regardless of whether an employee is uniformed or ununiformed, the following items are prohibited by all employees during their work shifts:
 - Shorts
 - Halter tops
 - Leggings
 - Bare midriff
 - Ripped Clothing
 - Any clothing/jewelry with drug and/or alcohol paraphernalia or logos
 - Tight fitting clothing
 - Backless/strapless/spaghetti straps
 - See through clothing
 - Tennis shoes without laces
 - Low cut clothing
 - Offensive tattoos that are visible to others while on work and on duty

- Tattered, torn, or soiled clothing
- **Footwear / Shoes:** Shoes must be of a conservative style with most departments requiring employees to wear shoes with a closed toe and back with a defined low to medium heel and in conformity with the standards of the department. Shoes must be of a polishable material, kept in good repair and be for non-slippery surfaces. Sandals, flip-flops, and slippers are not permissible for any employee in any department.
- **Hair:** Hairstyles should project a professional business appearance. Hair must be clean and well-groomed at all times and maintained in a manner consistent with the professional image of the Association. Extremes in dying, bleaching, or tinting will not be tolerated. Wigs or hairpieces may be worn as long as they are of a business-like style and color. Sideburns, moustaches, and beards must be kept clean and trimmed.
- **Jewelry:** Jewelry should not distract from your uniform or interfere with your job efficiency or compromise job performance. Jewelry is only permitted to the extent it is consistent with the professional image of the Association. No facial or excessive body piercings may be worn during work shifts.
- **Personal Hygiene:** Absent a medical or related reason, employees are to bathe, use deodorant, and brush teeth and hair regularly. Lack of personal hygiene can be unsanitary and offensive to residents and co-workers. There will be no eating or drinking in non-designated areas or in view of the public. All employees must wash their hands after using the restroom.

The kind of work you do determines the type of clothing you should wear, and your attire should meet accepted professional standards and safety regulations:

- **Doorman/Porter, Pool Technician, Handyman, Maintenance Manager, and all other maintenance workers:** These employees are required to wear the Association issued pants and shirts at all times during their shifts. These employees must use the Personal Protective Equipment issued by the Association at all times when hazards are present and as otherwise required by the Association.
- **Office Employees:** These employees are expected to arrive to work dressed in professional, appropriately fitted, business-like workplace attire.

Note that the above guidelines are not exhaustive, and Winston Towers management shall, in its sole discretion, determine what constitutes appropriate workplace attire and appearance. Management have the authority to counsel you on appropriate attire for your location and job position. Questions regarding appearance and grooming standards should be directed to the immediate supervisor.

Any employee who reports to work inappropriately dressed, as determined by the Association in its sole discretion, will be requested to change and may be disciplined. Employees will not be permitted to return to work until they can fully comply with the standards set forth in this section. Any work time missed because of failure to comply with this policy will not be compensated to the extent permitted by law. Repeated violations of this dress code and personal standards policy may be cause for disciplinary action, which may include termination of employment.

Notwithstanding any provision contained herein, our Association does not have dress codes that restrict employees' clothing or appearance on the basis of any protected class. Transgender and gender non-conforming employees have the right to comply with Association dress codes in a manner consistent with their gender identity or gender expression. The Association shall not enforce this dress code policy more strictly against transgender and gender non-conforming employees than other employees.

Anyone needing an accommodation with regard to the Association's dress-code policy due to a religious practice, disability, or other reason is to speak with the Property Manager.

DRUG AND ALCOHOL FREE WORKPLACE POLICY

To help ensure a safe and healthy work environment for our employees and others, to promote morale and productivity in the workplace, to protect Association property, and to ensure efficient operations, the Association has adopted a policy of maintaining a workplace free of drugs and alcohol that complies with applicable law. This Policy has been developed in accordance with Federal and Florida law, and it is implemented pursuant to Florida Statute section 440.102. This Policy, which applies to all employees, prohibits employees from using or being under the influence of alcohol or drugs in the Association's Workplace, while performing Association business for the Association, while operating a motor vehicle in the course of business with the Association or while on Association premises. The Association prohibits the unlawful use, manufacture, distribution, dispensation, purchase, transfer, or possession of illegal drugs or alcohol by employees on Association premises or in the Workplace.

"Workplace" is defined as the Association property, The Association premises (including parking lots and outlying areas), or any other site where the work of the Association is performed.

"Under the influence" includes but is not limited to being in an altered mental state due to smoking, injecting, inhaling or otherwise using a substance that alters, or appears to alter, the employee's cognitive abilities, including mental clarity, perception and judgment. The abuse of substances not intended for human consumption (such as sniffing glue or aerosol inhalants) that alter awareness and cognitive function are also covered by this policy.

Illegal drug use includes more than just outlawed drugs such as marijuana, cocaine, or heroin. It also includes the misuse of otherwise legal prescriptions and over the counter drugs.

As a result, in addition to the above, we prohibit employees from doing the following:

- A. Appearing at work or at the Workplace under the influence of alcohol or illegal drugs;
- B. Conducting Association business while under the influence of alcohol or illegal drugs (whether or not the employee is actually on work premises at the time);
- C. Using alcohol or illegal drugs on the worksite; and
- D. Manufacturing, using, possessing, buying, selling, transferring, displaying, possessing, or distributing alcohol, illegal drugs, inhalants, and other controlled substances, or drug paraphernalia on the worksite or while conducting Association business (whether or not the employee is actually on work premises at the time).

Employees will not be allowed to work while under the influence of drugs or alcohol. Any employee who reports to work visibly impaired or becomes visibly impaired while at work will not be allowed to continue work. An employee or other supervisor who observes visible impairment of an employee should seek the opinion of a supervisor or additional competent co-worker regarding the extent of the employee's visible impairment. A supervisor or member of management shall arrange for transportation for the employee. Local police may be notified if the employee insists on driving while in an impaired condition.

Violation of these acts and standards of conduct will not be tolerated. The Association may also bring the matter to the attention of appropriate law enforcement authorities.

In order to enforce this policy, the Association reserves the right to conduct random searches of Association property.

An employee's conviction on a charge of illegal sale or possession of any controlled substance while off Association property will not be tolerated because such conduct, even though off-duty, reflects adversely on the Association.

This policy does not extend to any employee who is properly using prescription medication on the orders of a physician. If, however, an employee has been advised to limit his or her activities while taking a particular medication, and such

activities are part of his or her regular job duties, the employee must inform his or her direct supervisor and the Property Manager of the situation and provide a doctor's note describing the limitations.

Further, all employees must notify the Association if they are convicted of violating any criminal drug statutes during their employment, or for any misconduct involving controlled substances in the workplace, no later than five (5) days after such conviction.

The Association shall conduct drug testing, at the Association's expense, of all job applicants and current employees for whom reasonable suspicion exists in accordance with the terms outlined in this Section and detailed in the following section entitled "Drug Testing." A positive drug test can lead to withdrawal of an offer of employment to a job applicant or termination of employment.

Compliance with the Drug Free and Alcohol-Free Workplace Policy is a condition of employment with the Association and its subsidiaries or affiliated companies. By accepting employment with the Association, you agree to abide by this Drug Free Workplace Policy. Violations of this policy will result in disciplinary action, including but not limited to being placed on disciplinary suspension or termination of employment. Although the Association encourages employees with drug or alcohol abuse problems to seek assistance and treatment, doing so may not lessen discipline determined to be warranted based on a violation of this policy.

Nothing in this policy is designed to modify our employment-at-will policy.

DRUG TESTING

In furtherance of its Drug and Alcohol-Free Workplace policy and complying with the governing laws, all new employees are required to undergo and pass a drug test prior to the commencement of employment. This policy is intended to and will be uniformly applied to all new employees. A positive drug test may lead to withdrawal of an offer of employment.

Additionally, the Association may, at its discretion, require any employee reasonably suspected of using drugs or alcohol while on the job, reporting to work under the influence of drugs or alcohol, or otherwise in violation of the Drug and Alcohol Policy, to submit to a drug or alcohol test, which may require the taking of blood, urine or breath samples. Circumstances giving rise to "reasonable suspicion" include, but are not limited to, 1) the observation of drug/alcohol use and/or the physical symptoms or manifestation of being under the influence of drugs or alcohol; 2) knowledge, information, or reasonable belief that an employee has caused or been involved in an accident which resulted in an injury to an employee, the Association property, or otherwise which by its nature indicates that the employee may have been impaired; or 3) an employee is found in possession or control of drugs or substances prohibited under the Drug and Alcohol Free Workplace Policy, among other circumstances OR if the Association reasonably suspects that an employee has violated this policy (e.g., if it suspects that an employee is under the influence of alcohol or illegal drugs or other controlled substances, or that the employee used these substances while at work or otherwise on the Association's premises, or while conducting business on the Association's behalf).

The Association may also require any employee to submit to a drug or alcohol test immediately after a workplace accident, injury, or illness or as soon thereafter as practical. A positive drug test may cause loss of workers compensation benefits available under Florida Law (Fla. State. §440.101(2)). This penalty is in addition to any other penalties that might apply either under this policy or under applicable law.

Any employee who tests positive for drugs or alcohol will be placed on suspension until an alcohol/drug evaluation is completed. Employees who test positive and believe this test was in error may timely request a re-test of the original specimen.

The Association has contracted with labs that are certified to conduct the drug and alcohol testing.

Employees will be required to sign a release authorization giving the Association access to the results of drug tests. The test results will be reported by the lab to the Association's Property Manager. All test results of active employees will be kept confidential, except 1) as consented to by the employee; 2) if placed at issue by the employee in any legal,

administrative or other proceeding to determine compensability of a workers' compensation claim; 3) or as otherwise permitted by law. However, any result indicating the prohibited use of drug or alcohol as identified herein will result in termination as provided for in this Policy. Refusal to submit to a drug and/or alcohol test, or the refusal to sign the release authorization, may be grounds for discipline, including but not limited to being placed on a disciplinary suspension and/or termination of employment, in the Association's discretion.

The Association encourages employees with drug and/or alcohol problems to come forward and voluntarily ask for help. Employees who violate the Drug-Free Workplace Policy or who voluntarily seek assistance may be required, in connection with or in lieu of disciplinary action, to participate in and successfully complete an Association approved and/or alcohol assistance or rehabilitation program as a condition of continued employment. The Employee Assistance Program (EAP) provides counseling and referral services to employees with such problems as drug and/or alcohol abuse. It is the employee's responsibility to seek assistance from the EAP prior to reaching a point where job performance and behavior has led to imminent disciplinary action. Participation in the EAP after the disciplinary process has begun may not preclude disciplinary action up to and including termination of employment. The employee will be responsible for paying costs, if any, associated with EAP. If the employee refuses to consent to follow-up testing following completion of the program, or tests positive in a subsequent test or otherwise violates the Drug and Alcohol-Free Workplace Policy, he/she is subject to immediate termination. Additionally, any employee who refuses to submit to drug and alcohol testing when required, or who alters, adulterates, or otherwise interferes with drug testing collection, samples, or analysis, will be immediately terminated and may forfeit any medical or indemnity benefits available under the workers compensation regulations (refusal to submit to drug or alcohol testing may also result in forfeiture of eligibility for benefits under Florida law). See Fla. Stat. 440.101 (2).

Acceptance of treatment for alcohol and/or drug addiction in itself will not hinder employment with the Association. Employees who complete treatment may thereafter be subject to random drug screening for a period of two years at the Association's discretion, in the manner and to the extent permitted by law. Any positive test results will be cause for immediate termination.

Questions regarding the Drug and Alcohol-Free Workplace Policy or Drug Testing Policy should be directed to the Property Manager.

POLICIES AGAINST WORKPLACE VIOLENCE

The Association has established a policy intended to maintain a work environment free of violence and threats of violence. Acts or threats of violence, either verbal or physical, by any employee, guest of any employee or anyone else, against residents, visitors, vendors, prospective employees, or another employee or individual on Association premises will not be tolerated. Violators of this zero-tolerance violence policy will be subject to disciplinary action, up to and including immediate termination.

Employees are required to immediately report any acts of violence or threats of violence of any kind against any person or property to the Property Manager. When reporting a threat of violence, employees should be as specific and detailed as possible. Additionally, if any employee receives or overhears any threatening communications from an employee or outside third party, he or she is required to immediately report it to the Property Manager. Employees are not to engage in either physical or verbal confrontation with a potentially violent individual.

Never assume that any act of violence or threatened act of violence is not serious!

All reports of work-related threats of violence (and actual violence) will be kept confidential to the extent practical and possible as determined by the Association in its sole discretion, and they will be promptly and thoroughly investigated and documented. Employees who report and/or participate in an investigation of any suspected or actual cases of workplace violence will not be subjected to disciplinary consequences, or any form of adverse employment action, for making such reports or for such cooperation. Any employee who believes he been subjected to any form of retaliatory treatment in violation of this paragraph is to immediately lodge a written report with the Property Manager.

Any violations of this policy, including the failure to report or fully cooperate in the Association's investigation, subject employees to disciplinary action, up to and including immediate discharge.

CONCEALED WEAPONS

In an effort to protect the safety and security of Winston Towers' employees, residents, guests, and other individuals, the possession, use, or sale of weapons, firearms, ammunition, explosives, incendiary devices, and knives while on Winston Towers' premises, while operating Winston Towers' equipment for work-related purposes, or while engaged in Winston Towers' business off premises is strictly forbidden except where expressly authorized by Winston Towers' in writing and permitted by state and local laws. This policy applies to all employees, including but not limited to those who have a valid permit to carry a firearm. Employees who are aware of violations or threats of violations of this policy are required to report immediately such violations or threats of violations to their manager. Violations of this policy will result in disciplinary action, up to and including discharge. Note that nothing in this policy is intended to prohibit an employee from possessing a legally owned firearm when such firearm is lawfully possessed and locked inside or locked to a private motor vehicle in a parking lot and when the employee is lawfully in such area.

CONFIDENTIAL INFORMATION AND NONDISCLOSURE

During the course of your employment with Winston Towers, you may be exposed to or have access to confidential information regarding Winston Towers, its residents, suppliers, or even fellow employees. Confidential information is any nonpublic information including, but not limited to, trade secrets involving Winston Towers and/or its residents, products, services, or employees. Protecting confidentiality of all such information is the responsibility of every employee, and we all share a common interest in ensuring that information is not improperly or accidentally disclosed. All such information should be held in strict confidence, and not relayed to anyone outside Winston Towers, except in the usual course of business with Winston Towers' express written permission. Confidential information includes, **but is not limited to**, the following examples:

- business records of the Association
- Association manuals, policies and procedures, unless otherwise provided herein
- information relating to confidential or proprietary processes and technologies
- vendor and supplier lists and related information
- resident lists, contact information, and other information
- agreements between residents and the Association
- financial information and records
- contracts with Association vendors, suppliers, or independent contractors
- financial records and information of the Association
- Association strategic and development plans
- market analysis information
- Association billing rates and information
- any confidential information maintained regarding residents
- project records
- employee records and compensation data, unless otherwise provided herein
- employee agreements, unless otherwise provided herein

As an employee of Winston Towers, you are in a position of trust and you have an obligation to Winston Towers to see that the confidentiality of this information is strictly maintained and protected. Do not discuss Winston Towers' confidential business or dealings with anyone besides authorized individuals within Winston Towers. In addition, the Association and you, as its employee, are obliged to comply with certain state laws regarding confidentiality of information by not disclosing information for purposes other than business. **Unauthorized use or disclosure of confidential and/or sensitive information, even if inadvertent, compromises both you and the Association and seriously erodes resident confidence.** By signing the Employee Handbook Acknowledgement, you are acknowledging the confidential nature of the information identified above and you are agreeing to maintain such confidentiality.

Employees may be required to sign a confidentiality and non-disclosure agreement as a condition of employment with Winston Towers. However, regardless of whether a formal agreement is signed, any employee who discloses trade secrets or confidential and proprietary business information of Winston Towers to anyone other than a person known to be authorized to receive such information, will be subject to disciplinary action up to and including termination of employment, and may also be subject to legal action. Further, each employee has a continuing obligation to safeguard and not disclose or use all Winston Towers confidential proprietary information even after his or her employment with Winston Towers ends, whether through retirement, resignation, termination or otherwise.

As Winston Towers expects its confidential information to be respected, it is the policy of Winston Towers to respect the confidential information of others. Employees who possess confidential information from a former employer must keep that information confidential and not disclose or use that information for any purpose. Questions about what constitutes confidential information or the conditions upon which it can be released should be directed to the Property Manager.

Failure to comply with this policy may result in termination, including termination of employment, and potential legal action.

Note, however, that nothing in this Handbook is intended to violate any rights under Section 7 of the NLRA, which ensures employees can discuss and act together to improve their pay, working conditions, and other terms and conditions of employment.

CONFLICT OF INTEREST

Employees are expected to act in the best interest of Winston Towers and to safeguard Winston Towers' reputation from any conflict of interest or even the appearance of a conflict. All employees must avoid situations involving an actual or potential conflict of interest. A potential conflict of interest arises when an employee's outside interests interfere with the employee's ability to objectively perform his/her job duties. In general, therefore, employees should avoid outside interests that may conflict with Winston Towers' interest, compromise the employee's judgment, be harmful or embarrassing to Winston Towers in any way, or jeopardize Winston Towers reputation. If an employee or a member of an employee's family has a financial or other business interest in or with any resident, vendor or a competitor of Winston Towers, that interest could affect the employee's ability to make impartial decisions on behalf of Winston Towers. As a result, any employee who becomes aware that Winston Towers is or may be doing business with any such individual or company must report this, in writing, to the Property Manager.

In particular, employees are to refrain from the following:

- 1) Doing business with, contracting with, or receiving products or services from any of the Association's vendors, contractors, or other employees which could create a conflict of interest or the appearance of a conflict of interest, with the exception of the following: i) when such services or products are provided to an employee in their capacity as a resident of Winston Towers 600 condominium (provided the employee is, in fact, a resident at the time such services or products are provided) in the same manner and at the same cost and rate provided to other residents; ii) the employee is engaging in such relationship with a vendor that is a public bank or insurance company in which the employee has no financial interest; and iii) the employee is engaging in such relationship with a company that is publicly traded provided the employee owns less than a 10% interest in that company.
- 2) Engaging with residents regarding upcoming elections, inquiring about whom they are voting for, persuading them to vote in favor of a certain person or people, or dissuading them from voting for a certain person or people.

Further, personal or romantic involvement with a subordinate employee of Winston Towers creates an actual or potential conflict of interest. Management-subordinate romantic or personal relationships can also lead to supervisory problems, possible claims of sexual harassment and morale problems. Further, any relationship on or off the job that affects an employee's ability to do his or her job or our ability to run the business may be a valid reason for ending the employment relationship.

An employee involved in any of the above types of relationships or situations (or other relationship between employees in key positions and other members of the staff which may present an actual or potential conflict of interest) must immediately and fully disclose the relevant circumstances to his or her direct supervisor and to the Property Manager for a determination about whether a potential or actual conflict exists. If an actual or potential conflict of interest is determined to exist, Winston Towers may take whatever corrective action appears appropriate according to the circumstances. The failure to report a potential or actual conflict of interest in accordance with this policy may subject this employee to disciplinary action up to and including termination of employment.

OPERATIONAL CONSIDERATIONS AND PROCEDURES

SOLICITATION AND DISTRIBUTION OF LITERATURE

In order to ensure efficient operation of Winston Towers and to prevent disruption to employees, Winston Towers has established rules applicable to all employees governing solicitation and distribution of written material during working time and entry onto the premises and work areas. All employees are expected to comply strictly with these rules. Any employee who is in doubt concerning the application of these rules should consult with his or her immediate supervisor or to the Property Manager.

Unless expressly authorized by Winston Towers, no employee shall solicit or promote support for any cause, civic or religious group, outside business, political candidates, or other organization during his or her working time, during the working time of the employee or employees to whom such activity is directed, during lunch or break periods, or in the areas of the Association where business is conducted or work is performed. Unless expressly authorized in writing by the Association, no employee shall solicit, distribute, post, or circulate any written or printed material in the work area or anywhere on Winston Towers property at any time, or during his or her working time, during the working time of the employee or employees at whom such activity is directed, or in the areas of the Association where business is conducted or work is performed.

Solicitation includes, but is not limited to, asking others for funds or contributions, offering goods for sale (whether for charitable or for commercial purposes), asking others to sign a petition, requesting others to join or become members of a group, soliciting support for a political candidate, or otherwise requesting support or commitment with respect to causes, groups, or interests. Solicitation also includes attempting to solicit sales for outside businesses, including but not limited to other activities in which the employee may be involved.

This policy also prohibits solicitations using the Association's email or other telephonic or electronic communication systems.

Note, however, that nothing in this Handbook is intended to violate any rights under Section 7 of the NLRA, which ensures employees can discuss and act together to improve their pay, working conditions, and other terms and conditions of employment.

PUBLICITY/STATEMENTS TO THE MEDIA

Unless specifically authorized in writing by Winston Towers, employees are not permitted to speak or communicate with the media on behalf of the Association. Should you be contacted by the media by way of telephone calls, letters, or any other outlet, you must refer all such inquiries to the Association President, who will determine the appropriate course of action with respect to such inquiry. Violations of this Policy may result in disciplinary action, up to and including termination of employment.

GIFTS, FAVORS, AND ENTERTAINMENT

The Association discourages its employees from accepting gifts, entertainment, or favors from current or prospective residents or their guests, vendors, suppliers, contractors, potential contractors or subcontractors, or other individuals

associated with the Association. Care must be exercised by employees to ensure that residents and other individuals do not feel an obligation to furnish employees with gifts.

Employees may not accept gifts, entertainment, favors, or personal incentives, including vacations, excursions, etc. from any such individual which exceed \$1.00 in value, or a cash gift of any amount. In the case an employee is presented with cash gifts and/or gifts entertainment, favors, or personal incentives exceeding \$1.00 in value, these should be refused or returned to the donor with the explanation that Winston Towers' policy prohibits acceptance. If such gifts and/or entertainment are accepted inadvertently, this must be immediately reported in writing to the Association.

Additionally, Association funds may not be used to purchase gifts for any Association employee, or any individual associated with the Association, unless otherwise authorized in writing by the Property Manager. This also includes gifts for which employees seek reimbursement.

POLITICAL ACTIVITY AND CONTRIBUTIONS

No political contributions or indirect support of political parties or candidates shall be made on behalf of the Association by any employee, except where permitted by law and approved in advance and in writing by the Association President. Additionally, employees are prohibited from using Association funds for contributions, payments, or gifts of any kind to a political party, candidate for public office, campaign, fund, political party or organization or committee, unless such payment, gift, or contribution is expressly permitted by state and federal law and approved in advance and in writing by Association President.

Note that nothing herein is intended to discourage employees from making personal, non-reimbursed contributions to candidates or political parties of their choice.

CONDUCTING PERSONAL BUSINESS

Employees are to only conduct the Association's business during their scheduled work shifts. Employees may not conduct personal business or business for another employer during their scheduled working hours.

COMPUTERS, TELEPHONES, AND ELECTRONIC DEVICES

The Association may provide employees with access to its computers, telephones, voicemail, tablets, electronic devices, and other equipment and tools to assist them in performing their job duties. All such devices, equipment, and tools are to be used for business purposes only, and they are not permitted to be used for personal use (including but not limited to personal gain or the advancement of individual views). To the maximum extent permitted by applicable law, the Association reserves the right to monitor voicemail messages and employee use of other devices, equipment, and tools issued by the Association, at any time, without notice to the employee, and not necessarily in the employee's presence. Despite the fact that the Association may provide personal passwords to employees to access their voicemail, this voicemail system and any communications relayed on it remain Association property and the Association reserves the right to monitor and/or record all telephone communications, including voicemail. As stated throughout this Handbook, the misuse or misappropriation of Association property or equipment is prohibited and may result in disciplinary action, which may include termination of employment.

Notwithstanding the above, employees may make and take limited personal calls on Association telephones in the event of emergencies as may be necessary, but all such calls should be as brief as possible under the circumstances. Note that phone conversations may not be completely secure, and employees are to assume that these conversations are not private. Routine personal calls on Association phone lines are not permitted. Violation of this policy may result in disciplinary action, up to and including termination of employment.

Employees must take care to use proper telephone courtesy when using Association phones for business. To ensure effective telephone communications, employees should always use the approved greeting and speak in a courteous and professional manner. Employees should avoid any colloquialisms that do not belong in typical business conversation.

Please confirm information received from the caller, and hang up after the caller has done so. Abusive language of any type should be avoided. Employees should not hang up until after the caller does.

Employee access to the Association's computer systems is limited to documents, emails, and other information that is reasonably necessary for each employee to perform his or her assigned job duties. Employees are otherwise prohibited from searching for, accessing, viewing, printing and/or using documents, e-mails, and any other data stored on the Computer, and any such use will be considered unauthorized. All use of the Association's computer systems must comply with this policy. The Association reserves the right to limit or restrict any account holder's usage, and inspect, copy, remove or otherwise alter any computer data, file or system resources, which may undermine the authorized use of that system, with or without notice to the user. The Association reserves, and intends to exercise, the right to review, audit, intercept, access, monitor, inspect, and disclose any and all computer files and messages created, received, or sent over these systems as well as all electronically stored employee files, documents, emails, and all other aspects of the computer system (including logon sessions) as necessary to protect Winston Towers for legitimate business purposes and any other lawful purposes and may be disclosed within the Association (and for other lawful reasons) **without** the permission of the employee. Email and voice messages are considered by the Association as business records and, as such, their contents may be disclosed within the organization **without** the employee's permission. Back-up copies of voice messages and emails may be maintained and referred for business and legal reasons. All users can have no expectation of privacy if the system's integrity is threatened. The confidentiality of any email or other electronic information should not be assumed. Even when a message is erased, it is still possible to retrieve that message. Further, the use of passwords for security does not guarantee confidentiality. All passwords must be disclosed to the Association when requested or they will be made invalid and cannot be used. Notwithstanding the Association's right to retrieve and read any electronic mail messages, such messages should be treated as confidential by other employees and accessed only by the intended recipient. It is the responsibility of each Association employee who is granted access to these tools to follow the policies set forth in this Handbook.

The Association may periodically need to assign and/or change "passwords" and personal codes for voicemail, email or computers. The communication technologies and the related storage media and data bases are to be used only for Association business and they remain the property of the Association. The Association reserves the right to keep a record of all passwords and codes used and may override any such password system.

Employees are required to comply with all Association policies that may be applicable to software and the Internet, which include the Association's Confidentiality and Prohibited Harassment and Discrimination Policies.

Failure to comply with the above guidelines shall constitute a violation of the Association policy and will subject the violator to the loss of his or her computer account and/or access to the Association computer system, as well as to disciplinary or legal action by the Association.

The Association disclaims responsibility for loss of data or interference with the files resulting from its efforts to maintain the integrity, privacy and security of the Association computer facilities. Employees agree to hold Winston Towers harmless and indemnify it against damage suffered or loss incurred as the result of their failure to comply with this policy.

USE OF ELECTRONIC MEDIA AND INTERNET

All electronic communications, including software, databases, hardware and digital files remain the sole property of the Association and are to be used only for Association business and not for personal use. The Association reserves the right to access and review electronic files, messages, mail and other digital archives, and to monitor the use of electronic communications as necessary to ensure that no misuse or violation of Association policy or any law occurs.

Electronic communications and media may not be used in any manner that would be discriminatory, harassing or obscene, or for any other purpose that is illegal, against Association policy, or not in the best interest of the Association.

Employees who misuse electronic communications and engage in defamation, copyright, or trademark infringement, misappropriation of trade secrets, discrimination, harassment or related actions will be subject to discipline, which may include immediate termination.

Employees may not install any software on Association computer systems unless specifically authorized in writing by the Property Manager. In particular, Instant Message (IM) software or hardware is not permitted to be installed on Association computers. IM communications are prohibited from being used on Winston Towers computers.

Employees may be provided with Association e-mail addresses and access to the Association's e-mail system for business purposes only. For such employees, they are to review their email on a daily basis during working hours, including but not limited to reviewing their email inbox and sent items to manage the email accounts properly. If you need to keep an e-mail or e-mail attachment for revision purposes, you are to store it formally by saving it to the appropriate file. Personal use of the Association's e-mail system is not permitted. The Association reserves the right to monitor e-mail messages to ensure compliance with this rule, without notice to the employee and at any time, not necessarily in the employee's presence.

Any e-mail drafted by employees for business purposes must be appropriate in terms of content and consistent with all Association policies, including restrictions set forth in this Handbook. Employees must not engage in any e-mail communications through the Association's e-mail systems (whether through the Association's or a personal e-mail account) that contains defamatory, sexually explicit, offensive or harassing messages, or messages that disclose personal or other information regarding other employees.

All electronic information created by any employee using any means of electronic communications is the property of the Association and remains the property of the Association. Personal passwords may be used for purposes of security, but the use of a personal password does not affect the Association's ownership of the electronic information. Internet and other computer usage may be monitored and audited by management for inappropriate activity, at the Association's discretion. For security purposes, employees may not give out their passwords, log-ins, or other computer-related security measures and data to any unauthorized personnel. The communication technologies and the related storage media and data bases are to be used only for Association business and they remain the property of the Association. The Association reserves the right to keep a record of all passwords and codes used. The Association will override all personal passwords if necessary for any reason.

Employees are not permitted to access the electronic communications of other employees or third parties unless directed to do so by the Property Manager.

Access to the Internet, websites and other types of Association-paid computer access are for Association-related business only and are not for personal use. Any information about the Association, its products or services, or other types of information that will appear in the electronic media about the Association must be approved by the Property Manager before the information is placed on an electronic information resource that is accessible to others.

Employees must use the Internet in a professional, ethical and lawful manner at all times. Employees must not access the Internet or e-mail to use, upload, post, mail, display, or otherwise transmit in any manner, any communication that, among other inappropriate uses:

- is hateful, harassing, threatening, defamatory, pornographic, profane or sexually explicit
- solicits or conducts any personal commercial activity, or is for personal gain or profit
- involves personal web sites, dating web sites, or any Internet bulletin boards for personal ads or solicitations, or other personal use
- may be offensive to any person based on race, creed, religion, color, national origin, nationality, ancestry, citizenship status, age, sex (including pregnancy), familial status, marital status, domestic partnership or civil union status, affectional or sexual orientation, atypical hereditary cellular or blood trait, genetic information, liability for military service, and mental or physical disability, perceived disability, and AIDS and HIV status, or any other characteristics that may be protected by applicable civil rights laws
- describes or refers to Association employees, residents, or competitors in an adverse or negative light
- discloses to unauthorized persons confidential or proprietary Association or resident information
- constitutes or furthers any criminal offense or gives rise to civil liability

- contains a virus, Trojan Horse, logic bomb, worm, spy wear or other harmful component or malicious program
- constitutes a chain letter or an e-mail list, or any auto-response program or service
- violates an existing law, regulation, or rule set forth herein
- makes statements on behalf of the Association without express authorization from the Association to do so.

Questions about access to electronic communications or issues relating to security should be addressed to the Property Manager.

No Harassment

Using the Association's computers and electronic communication system to harass others or send anonymous messages is expressly prohibited. For example, prohibited are the display, transmission or downloading of jokes, vulgarities, sexually explicit images, messages or cartoons, or any communication containing defamatory material, ethnic slurs, racial epithets or harassment on the basis of race, national origin, sex, pregnancy, sexual orientation, age, disability, religion or political belief.

Monitoring and Violations

To the extent that the Association provides an employee with access to Association telephones, computers, e-mail and/or the Internet through Association computers, these items are provided for business purposes only. Accordingly, employees can have no expectation of privacy in any communications, information or data stored in or transmitted by Association computers, telephones or e-mail. The Association reserves the right at all times to take any action including but not limited to access, retrieve, examine, review, copy, record, save, transfer, disclose or delete any stored or recorded messages, files, data, or information sent or received through, or stored on, the Association's equipment, with or without notice to the employee, and with or without obtaining the consent of the employee. Notwithstanding anything else in this policy, employees' use of the Association's computer, telephone and other electronic equipment constitutes consent to the Association taking these or any other similar actions with regard to its equipment. All of these Association electronic devices are subject to monitoring and/or recording, and employees can have no expectation of privacy with regard to their use of any of these devices or communications.

Employees shall have no right to continue to use the Association's computer systems once they are no longer employed by the Association, and any such use will be considered unauthorized. In addition, employees expressly waive all applicable privileges, including but not limited to the attorney-client, doctor-patient, clergy-penitent, sexual assault-counsel-victim, domestic violence advocate-victim privilege, and martial privileges, as well as the privilege against self-incrimination, with respect to any matter stored in, created, received, accessed through or sent over the Computer Systems, to the extent permitted by law.

Use of Software

The Association purchases and licenses the use of various computer software for business purposes and typically does not own the copyright to this software or its related documentation. Unless authorized by the software developer, the Association does not have the right to reproduce such software for use on more than one computer. Employees may only use software on local area networks or on multiple machines according to software license agreements. The Association prohibits the illegal duplication of software and its related documentation.

Employees shall not copy and distribute any copyrighted materials through the email system or by any other means unless you have received advance written approval to do so from authorized Association personnel.

Not Private

Notwithstanding any other provision herein, employees have no personal rights in any materials created, received, or sent through the computer and electronic communication systems. These systems **are not appropriate** mediums for **private** or **confidential** information.

Additionally, it is possible that individuals outside the organization may be able to monitor your e-mail and internet/web access. For example, Internet sites maintain logs of visits from users; these logs identify which Association, and even which particular person, accessed the service. If you believe your work using these resources requires a higher level of

security, please ask the Property Manager for guidance on securely exchanging e-mail or gathering information from sources such as the Internet or World Wide Web.

Discipline

Employees who violate this policy are subject to discipline, up to and including termination of employment.

Copyright

Association computer and electronic communication systems may not be used to unlawfully or improperly copy and/or transmit documents, software, images or other information protected by copyright.

Preservation

Telephone records, computer files, e-mail and voicemail messages are preserved on magnetic tape or otherwise by the Association for appropriate periods in accordance with its business policies and applicable laws and rules. If the Association becomes involved in an investigation, litigation or any other proceeding that may necessitate the review or production of its records, the Association reserves the right to review the stored messages.

E-mail messages may be subject to disclosure pursuant to legal proceedings. Consequently, the same level of care and professionalism should be used in preparing e-mail communications as in other writings.

Computer and electronic communication systems users are responsible for complying with this policy and all other rules and procedures the Association establishes from time to time for use of its computer and electronic communication systems.

Each employee is responsible for the content of all text, audio, or images that they place or send over Winston Towers' technical resources. Employees may access only files or programs, whether computerized or not, that they have permission to enter.

Employees are prohibited from using personal computers during their working time unless approved for Association business.

SOCIAL NETWORKING, BLOGGING, AND OTHER ELECTRONIC MEDIA

In today's world, just about everything we do online can be traced and can have an impact (for better or worse) on an Association. The Association recognizes that employees utilize social networking sites (including but not limited to use of Facebook, Blogspot, Friendster, or LinkedIn); may follow others (or be followed) on Twitter; may have one or more personal or professional "blogs"; or may participate in other types of electronic communications as may be developed in the future, for both personal and professional purposes (collectively referred to in this policy as "online networking"). Winston Towers has an interest in ensuring that employees are working during working hours, and are not engaging in personal pursuits during that time. In addition to those identified below, the same principles, rules, and guidelines found in the other Winston Towers policies apply to your activities online. Ultimately, you are solely responsible for what you post online.

Winston Towers doesn't want to control what is said on personal social networking websites, but we do want to remind you that the Association policies on anti-harassment, ethics and Association loyalty extend to all forms of communication. Part of our mission is to provide distinctive quality and unparalleled service and social media can help us with this. However, there is a certain etiquette you should abide by when participating online, especially if you're using social networks for any business purposes. Social media can be roughly defined as the tools and content that enable people to connect online, share their interests and engage in conversations. Examples include blogs, wikis, media-sharing sites, social networks, and bookmarking sites.

Any online networking must adhere to this policy:

- All personal online networking and social media use is expected to be undertaken without causing a conflict of interest with the Association or our residents.

- Employees are prohibited from personally profiting from our residents (for example, by posting click-through ads) or affiliate relationships related to our residents on the employees' personal sites.
- Should you be contacted by a member of the media seeking information about our Association, either as a result of something you posted in conjunction with your online networking or otherwise, unless you are expressly authorized to discuss the topic being raised, refer all such inquiries to Association President.
- Employees may not blog, post, or transmit information about the Association, its residents, or guests giving the impression or identifying themselves as an Association representative without express written authority to do so.
- Never represent yourself or the Association in a false or misleading way. All statements must be true and not misleading; all claims must be substantiated.
- Employees are prohibited from disclosing the Association's trade secrets, confidential information (e.g., business plans, strategies, resident information, etc.), any proprietary information, or resident information through blogging or engaging in social networking sites or otherwise. All Employees are expected to be respectful of such information. In addition, employees must not disclose certain financial information of the Association in violation of securities laws or regulations. If in doubt, please speak to the Property Manager.
- Social media networks, blogs, and other types of online content sometimes generate press and media attention or legal questions. Employees should refer these inquiries to the authorized Association spokespersons.
- Please be aware of your association to the Association in online social networks. By law, if you make any reference to the Association, its procedures or processes, or otherwise endorse the Association, you must identify yourself as an employee. If you are planning to be, or later become, active in our social community, we suggest that your profile clearly state that you are an Association employee. Please ensure that your profile and related content – even if it is of a personal and not an official nature – is consistent with how you wish to present yourself as a professional, is appropriate given the public trust associated with your position, and confirms to existing standards.
- In any situation where you choose to identify yourself as a member of our team and opt to discuss matters related to our Association, our residents, our employees, or other non-confidential issues related to the Association on your private, personal web-space, keep in mind that while you may view your writings as your personal thoughts and opinions, others may consider that you are a voice for the Association. Keep your personal reputation in mind at all times and avoid conflicts of interests with our residents and our Association. In these situations as well we require that you include a clear and visible disclaimer indicating that you are posting such content in your private capacity, and that such content does not represent the views of the Association, its management, its residents, or its employees.
- While we respect your right to have an opinion, employees are prohibited from posting or otherwise transmitting false, derogatory, defamatory, degrading, threatening, discriminatory, rude, or otherwise inappropriate comments about the Association, its board members, managers, employees, residents, or others related to or associated with our Association. If you have an opinion to express on your personal blog or web-site or social networking page, we urge you to do so in a civil and polite manner, and require that you include a clear and visible disclaimer indicating that you are posting such content in your private capacity, and that such content does not represent the views of the Association, its management, its employees or its residents
- Employees are similarly prohibited from making false, misleading or unsubstantiated claims about the Association's products or services.
- Respect the copyright laws, trademark laws, other intellectual property laws, privacy rights of others, and all other laws that may be applicable to your writings and postings, including those applicable to harassment and discrimination
- Refrain from posting anything on the Internet in the name of the Association or in a manner that could reasonably be attributed to the Association without prior written authorization from the Property Manager or his/her designee.
- We ask that if you are a member of our online community you do not do the following:
 - Engage in vulgar or abusive language, pornographic posting, personal attacks of any kind, or offensive terms targeting individuals or groups.
 - Endorse political parties, candidates, or groups via our online community.
 - If a resident or other individual communicates on our wall negatively, please do not respond to their posting in any capacity. A member of our team may be assigned to handle these matters.

These policies include the Association's legal obligations regarding social networking, and violations of these policies will be taken seriously. If you have questions regarding whether specific material you wish to publish or post online might violate this policy, please contact the Property Manager in advance of publishing or posting the material.

Unless specifically authorized in writing to do so by Winston Towers as part of their job duties, **employees are not permitted to access any form of social media or other electronic media during working hours while on the clock.** The Association reserves the right to monitor, prohibit, restrict, block, suspend, terminate, delete, or discontinue employee access to any social media site on Association equipment, at any time, without notice and for any reason and in its sole discretion. The Association may remove, delete, block, filter or restrict by any other means any materials in the Association's sole discretion.

EMPLOYER PROPERTY

All building access materials, office keys, phones, equipment, supplies, documents, and other materials purchased, owned, or belonging to Winston Towers provided to employees for use on the job constitute "Employer Property" for purposes of this Handbook. Employees are responsible for the proper use of Employer Property in their possession or control. Employer Property must be used and maintained according to the Association rules and regulations. As set forth elsewhere in this Handbook, misappropriation or misuse of Association Property and resources (which includes the personal use of Employer Property or the use of such Property for personal gain) is prohibited and may result in disciplinary action, up to and including termination of employment. Employees are expected to treat the Association's property with due care and immediately report any loss or damage to their supervisors. Employees are also responsible for lost or damaged equipment and agree to authorize a payroll deduction to cover the cost of repairing or replacing the lost or damaged equipment provided the deductions comply with the minimum wage and overtime requirements of the applicable wage laws.

All Employer Property and other Association property and equipment must be kept clean and used only for work-related purposes. All of the Association's desks, workstations, filing cabinets and any other facilities and furnishings provided for employees' use are the Association's property. The fact that desks, drawers, file cabinets, closets or other facilities may be able to be locked should not provide employees with an expectation of privacy with regard to those facilities and the items kept inside them. No personal locks may be used on Association owned property unless the employee furnishes a copy of the key or the combination to the lock.

To the extent employee personal items are stored or maintained on the Association's premises or property (such as, without limitation, in any storage areas, files, desks, computerized data bases and the like), such items and material may be subject to search and inspection by the Association or its representatives or designees without the consent of the employee, with or without prior notice, to the extent permitted by law. Employees should be mindful of this policy before bringing personal items into the workplace, and should have no expectation of privacy with regard to items stored in or on Association property, or otherwise brought on to Association property. The Association expects employees to cooperate with Association searches of Association property.

Prior authorization must be obtained before any Association property can be removed from the premises. The Association provides certain office supplies and conveniences to be used during the day in the performance of your duties. These items are Association property, are for the benefit of employees to be used for business purposes only, and may not to be removed from the office unless otherwise authorized in writing by the Association.

VIDEO & AUDIO SURVEILLANCE POLICY

The Association utilizes audio and video recording devices to monitor all areas of its premises and property with the exception of those areas prohibited by law. Accordingly, while on Association's premises or Association property, all employees are subject to audio and video surveillance and monitoring, except as prohibited by law. The Association reserves the right to relocate existing cameras and/or add additional cameras at any time. Employees have no expectation of privacy with regard to any areas of the Association that are monitored by cameras. Surveillance footage may be used to verify the time reported as worked by employees, to monitor work performance, and may be used as part of the disciplinary process, among other permitted uses. By signing the receipt of Employee handbook, each employee agrees to this policy.

AUDIO & VIDEO RECORDING IN THE WORKPLACE

To the fullest extent permitted by law, employees may not use any audio or video recording devices of any kind (including recording features on cell phones and other devices) on Association's premises or property (which includes Association vehicles) or during their work shifts, unless otherwise authorized in writing by the Association. Such recording devices are absolutely prohibited in the Association restrooms or other such locations where individuals would have a reasonable expectation of personal privacy.

Violations of this policy may result in disciplinary action, up to and including termination of employment.

USE OF PERSONAL COMMUNICATION DEVICES

Employees are not permitted to use personal communication devices during work hours except in the case of personal emergencies. Personal communication devices ("PDAs") include, but are not limited to, cellular phones, two-way phones, and audible pagers. That said, the Association understands that employees may need to make and/or receive calls on their cell phone during the workday, and the Association asks that such cell phone use for personal calls or communications should be limited to Association recognized break periods, meal periods, and other non-working times. At all times, ringers on non-Association issued phones, pagers, and like personal communication devices must be either turned off or on a silent or vibrate function in the workplace and at business meetings and functions. Violation(s) of this policy may be grounds for disciplinary action, up to and including termination.

HOUSEKEEPING

Good work habits and a neat place to work are essential for job safety and efficiency. Additionally, the Association has incurred expense to make each office and workstation/area a comfortable and appealing place to work. Accordingly, employees are expected to keep their workstations and work areas neat and orderly. All employees are responsible for taking care of all furniture and equipment assigned to them, and they are expected to keep work materials in good order at all times. Generally, food and drink should not be left out on the desk as spillage can cause damage to Association equipment and property. At the close of the day, all machines and equipment should be turned off, where appropriate, and all workstations and work areas left in an orderly, clean, and presentable fashion. Employees must report anything that needs repair or replacement to their immediate supervisors.

PERSONAL VISITORS

The Association seeks to provide a workplace for all employees that is professional, safe, and free from distraction. To protect the safety and security of employees, residents, and property of the Association, employees should take safety precautions regarding access to the premises.

Restricting unauthorized visitors helps maintain safety, protects against theft and property, safeguards employee welfare, and avoids potential distractions and disturbances. Thus, in order to promote these objectives, all visitors must comply with this policy in order to be granted access to the Association's premises. Specifically, all visitors must sign-in and out at the front desk and wait for authorization to proceed to their destination. Authorized visitors may be escorted to their destination. Visitors include but are not limited to friends, relatives, children, spouses, vendors, and former employees. Employees are responsible for the conduct and safety of their visitors, and their visits should not disrupt the workflow.

If an unauthorized individual is observed on the Association's premises, employees should immediately notify security personnel.

PERSONAL PROPERTY

Each employee is responsible for the maintenance and security of his/her own personal property brought onto the Association's property and premises, including items left in employee vehicles and the vehicles themselves. The Association is not responsible for loss, damages, or theft to any such employee property. Valuable personal items, such

as purses, should not be left in areas where theft may occur. An employee who discovers a breach of his/her property should immediately notify his/her manager. For security reasons, employees are cautioned against leaving personal belongings of value in the workplace.

To the extent employees store or maintain their personal items on the Association's property or premises – which includes storage areas, desks, cabinets, purses, personal motor vehicles, and other personal belongings (such as briefcases or purses) brought onto Association property – such items and material may be subject to search and inspection by the Association or its representatives or designees without the consent of the employee, with or without prior notice, to the extent permitted by law. Such inspections may be made when entering our premises, when leaving our premises, or as the Association otherwise determines is needed. The Association is not required to engage in such inspections but may do so as it deems appropriate. Employees should be mindful of this policy before bringing personal items into the workplace, and should have no expectation of privacy with regard to items stored in or on Association property, or otherwise brought on to Association property. The Association expects employees to cooperate with Association searches of Association property.

Separated employees should remove any personal items at the time they leave the Association. Personal items left in the workplace are subject to disposal if not claimed at the time of an employee's separation from the Association.

SMOKE-FREE WORKPLACE

The Association maintains a smoke-free workplace in keeping with its desire to provide a safe and healthy work environment and as permitted by state and local law. Smoking or using any tobacco product anywhere in the workplace on Association property, at any time, is strictly prohibited. The sole exception to the preceding sentence is that smoking on the Association grounds is permitted only in the designated smoking areas outside the building during **scheduled** work breaks only. Smoking outside these designated areas is prohibited. Cigarette butts must be disposed of properly. There is a designated receptacle for your use. This policy applies equally to all employees and visitors. Smokers should also ensure that their breath, hair, and clothing do not smell of smoke when they arrive or return to work.

Any employee in violation of this Smoke-Free Workplace policy will be subject to disciplinary action up to and including termination of employment. Should you have any particular concerns or questions regarding the smoking policy, please contact the Property Manager.

GAMBLING

Gambling is not permitted on Association premises. Any employee in violation of this policy will be subject to disciplinary action.

INCLEMENT WEATHER / NATURAL DISASTERS

At times, emergencies such as severe weather, fires, or power failures can disrupt the Association's operations. In extreme cases, circumstances may require closing the Association. In the event such an emergency occurs during nonworking hours, the Association will attempt to contact its employees to announce the closing and any further directions. When the decision to close is made AFTER the workday has begun, employees will receive official notification and will be paid for hours worked. When the decision to close is made BEFORE the workday has begun, the Association will attempt to contact employees by way of phone call and/or email. With Association approval, employees may use their available PTO for such days.

In the event the Association is open for business but weather conditions or a natural disaster prevents an employee from safely traveling to work or puts the employee at risk for injury, the employee must notify the Association by phone, if phone service is functional, or by any other available means.

WORKPLACE HEALTH & SAFETY

The Association is committed to providing a safe working environment. The Association makes every effort to comply with federal, state and local occupational health and safety laws, including those of the federal Occupational Safety and Health Administration (“OSHA”), by providing a safe and secure work environment. The Association, however, needs the help of its employees in maintaining a safe and healthy workplace. To this end, employees must work diligently to maintain safe working environment, exercise good judgment to prevent workplace injuries to themselves or others, report all injuries (regardless of how minor they may seem), and notify the Association of any possible unsafe conditions, equipment or conduct. All employees must exercise safety awareness.

GENERAL SAFETY RULES

The following are some general safety rules and precautions that all Association employees must observe. Note that in the course of your employment, you may be provided with additional safety policies, procedures or rules.

- Employees are only to operate machines and equipment they have been sufficiently trained to operate and authorized to operate by their supervisor. If an employee has not been trained on how to perform a task safely and properly, or is not familiar with the equipment or the materials involved, the employee should advise his or her immediate supervisor and not perform the task or handle the equipment or material until he or she is trained properly. If any doubt exists about safety of the job, the employee must stop and fully address the safety concern with his or her supervisor and have it resolved before continuing to work on that job.
- Employees are required to comply with all safety rules and follow published work instructions. Be certain that the instructions are completely understood before beginning work. Employees should review safety education material and instructions.
- Employees must exercise maximum care and good judgment at all times to prevent accidents and injuries.
- Employees must immediately report all accidents, injuries, and incidents to the Property Manager no later than the end of the workday in which the incident or accident occurred. This is necessary to ensure employees properly receive any needed care, that any unsafe condition is remedied and to minimize any potential problems concerning the administrative handling of the employee’s treatment.
- Employees must immediately report all unsafe, warn, defective, and hazardous conditions, equipment, tools, and practices, and unsafe acts to their supervisor.
- Employees must use all appropriate safety equipment when performing job duties.
- Employees must conscientiously observe all safety rules and regulations at all times.
- Employees must immediately notify their direct supervisor in writing if they begin taking medication that may cause drowsiness or could cause other side effects that could lead to injury to the employee and/or his/her coworkers.
- Employees must strictly comply with the Association’s Drug and Alcohol Free Workplace Policy at all times.
- Employees should know all safety and emergency procedures and the location of all emergency exits.
- Employees are not expected to handle fires and other emergencies themselves. Instead, employees must know the location of emergency contacts and should get themselves and others to safety first and then call the appropriate emergency contact.
- When reaching for high objects, an employee should use an appropriate ladder or stool. Employees should not stand on a chair, carton, or other substitute.
- Accidents may be caused by falling objects, carelessly placed in elevated locations. All items should be properly stored and/or strapped down.
- Electrical devices and connecting cords should be regularly inspected for safety prior to use. If an employee sees that an electrical cord is worn or damaged, he/she must advise his/her immediate supervisor so that it may be repaired or replaced.
- Employees must keep work areas clean and orderly at all times.
- Employees should take care that electrical cords are routed in such a way that they do not cross aisles or walkways.
- A machine or tool should be used only for its intended purpose; guards and other protective devices should never be removed or deactivated.
- Employees should never lift or move anything that is too heavy for them, and they must have assistance when lifting or moving anything over 50 pounds. Employees must lift and handle materials properly.

- Employees should read and know all relevant safety procedures for any hazardous substances with which they may come into contact while performing their work duties (more information on hazardous substances is addressed below)
- Employees must notify their direct supervisors of any emergency situation.
- Employees must only use the prescribed equipment for a job and use it properly. Employees are responsible for safely operating any equipment assigned to them.
- Employees must not remove or bypass any guards or lock-out devices on any machinery at any time unless authorized to do so by their direct supervisor.
- Employees must know the locations, contents, and use of first aid and firefighting equipment.
- Employees must refrain from engaging in any horseplay and distracting others during the performance of their job performance.
- Employees must wear personal protective equipment in accordance with the job performed. Employees must dress safely and appropriately.
- Employees must know the location of the Association's safety procedures for their positions and become familiar with them.
- Employees are prohibited from tampering with Winston Towers' camera systems.

Compliance with these safety rules is mandatory for all employees. Any employee's failure to comply with the safety rules will be subject to disciplinary action, which may include termination of employment. Additionally, employees are encouraged to bring suggestions to their supervisors about how to improve safety in your work area and/or the workplace.

EMPLOYEE BENEFITS

A number of state-mandated benefit programs (such as workers' compensation insurance) cover all eligible employees in the manner prescribed by law. In addition to the state-required and/or funded programs, Winston Towers offers certain eligible employees (as identified in this section) the opportunity to receive additional benefits as described below. Winston Towers may, at any time, eliminate or modify the benefits identified herein, to the extent permitted by federal or state law.

The following overviews are not binding agreements and address the employee benefits being offered at the time this Handbook is issued. The Association may eliminate, modify, or amend all benefits plans, at its sole discretion, to the extent permitted by federal or state law.

Please direct questions regarding benefits to the Property Manager.

RECOGNIZED HOLIDAYS

Winston Towers recognizes a number of holidays each calendar year. Only full-time employees, as defined above, who have completed the ninety (90) day introductory period will be entitled to receive holiday pay for the Association recognized holidays. All other employees will not receive holiday pay for the Association recognized holidays.

To be eligible to receive holiday pay, eligible employees must work on their scheduled workdays immediately before and immediately after the holiday. If an employee is absent on the workday scheduled immediately before or after the holiday, he or she will not be paid for the holiday, subject to the following exception: If a holiday falls during an employee's planned vacation, that day will be counted and paid as a holiday and not a vacation day.

The Association will not pay employees for holidays not taken because of termination of employment prior to the holiday.

For a list of the current holidays recognized by the Association, and for more information regarding the Association's policies and procedures regarding such holidays, see the Paid Time Off and Vacation Policy, which is available from the employee's immediate supervisor.

PAID TIME OFF (PTO)

The Association recognizes the importance of personal time off to help employees maintain a healthy balance between work life and personal life. The Association offers paid time off (“PTO”) to eligible Full-Time employees, as defined above. PTO off combines traditional vacation time, personal time, and sick time days into one flexible bank of time, which may be used for vacation, personal or family illness, holidays, doctor appointments, personal time, and other activities of the employee’s choice. Each employee eligible for PTO will receive written notification from his or her immediate supervisor identifying the number of days off he or she is entitled to take for his or her upcoming anniversary year following the completion of the 90-day introductory period, guidelines for PTO use, and other details regarding PTO. See this written notification for more information regarding the Association’s policies and procedures regarding PTO.

UNEMPLOYMENT COMPENSATION

Employees whose employment with Winston Towers is severed may be eligible for unemployment compensation as long as they are available for and actively seeking employment and meet other applicable legal requirements as determined by the state. Whether or not the former employee is eligible for the benefit is determined by the state agency that administers unemployment compensation, not the Association.

If eligible, employees will receive weekly income benefits, to be determined by the amount of wages they have received. The State Department of Labor, Unemployment Division in the state where the employee worked, typically administers this program and is solely responsible for making determinations regarding eligibility and benefit amount. The Association pays for the entire cost of this insurance.

INJURIES ON THE JOB

Regardless of the nature or severity, all injuries incurred while on-the job must be reported to the employees’ immediate supervisor and to the Property Manager as soon as possible within the same workday but no later than 24 hours after the incident. This is important and must be adhered to. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim. We ask for your assistance in alerting management to any condition that could lead or contribute to an employee accident.

Winston Towers insures employees against accidental injuries under the workmen's' compensation act of the State of Florida.

WORKERS’ COMPENSATION

On-the-job injuries are covered by a Workers' Compensation insurance policy. This insurance is provided at no cost to you. If you are injured on the job, you may be eligible to receive certain benefits under Winston Towers’ Workers’ Compensation policy. This coverage provides partial income payments in lieu of lost wages, as well as certain injury-connected medical payments. Workers’ Compensation benefits are coordinated with Winston Towers’ PTO policies.

This program applies only to job-related illnesses or injuries. Subject to applicable legal requirements, workers’ compensation insurance generally provides insurance payment benefits after a short waiting period or, if the employee is hospitalized, immediately. These benefits normally include the cost of your medical attention as well as a certain percentage of your weekly income for a specified number of weeks, as determined by the Workers’ Compensation Board.

The provision of workers’ compensation benefits does not guarantee that the employee will receive any specific amount of leave time from work. Entitlement to insurance benefits under this policy, and entitlement to leave away from work are considered separately.

Employees who sustain work-related injuries, no matter how slight, must be reported immediately to their immediate supervisor and the Property Manager no later than 24 hours after sustaining such injury or illness. No matter how minor an on-the-job injury or illness may appear, it is important that it is reported immediately so that Winston Towers can ensure that employees are provided with proper medical attention and that any Workers' Compensation claims are filed promptly. Your immediate supervisor and/or security will request information from you regarding the incident, injury,

and/or illness and the need for immediate medical attention. Failure to comply with these requirements, the Association's explicit directives regarding medical attention/treatment, or the statutory requirements of Florida's Workers' Compensation law may result in the denial of workers' compensation benefits.

To the fullest extent permitted by law, neither Winston Towers nor its insurers will be liable for payment of Workers' Compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

JURY DUTY

The Association encourages employees to fulfill their civic responsibilities by serving on jury duty when required. No employee will be discharged, penalized, or otherwise subjected to adverse employment action as a result of his or her receipt of a summons and/or participation in jury duty.

If an employee receives a jury summons, he or she **must** notify his/her immediate supervisor of such receipt and send a copy of the summons to the Property Manager no less than five (5) working days prior to the commencement of his or her jury service.

The following policies and procedures apply to employees who serve on jury duty when the Association has less than 10 full time employees on its workforce: Employees who are summoned to jury service within **Miami-Dade County** will be granted **unpaid leave** (for non-exempt employees) or **time off** (for exempt employees) in order to so serve. Note that for these exempt employees, time off will be unpaid for workweeks in which they are on jury leave and no work is performed and as otherwise permitted by the applicable wage and hour laws.

The following policies and procedures apply to employees who serve on jury duty when the Association has 10 or more full time employees on its workforce: Employees regularly scheduled to work at least thirty (35) hours per week who are summoned to jury service within **Miami-Dade County** are entitled to paid jury leave in the minimum amount required by applicable law over any one (1) year period, provided the employee gives a copy of the summons to his or her immediate supervisor within five (5) working days prior to the commencement of his or her jury service. If an employee receives payment for jury service from their employer and also from the State, Winston Towers may deduct the amount received from the State from the employee's pay only to the extent permitted by applicable law. Paid jury duty will be calculated based on the employee's base pay rate times the number of hours the employee would otherwise have worked on the day(s) of absence. For employees who are i) regularly scheduled to work under (35) hours each week; ii) summoned to jury service outside of Miami-Dade County; or iii) summoned to jury service that is not otherwise required to be paid by law, they will be granted **unpaid leave** (for non-exempt employees) or **time off** (for exempt employees) in order to so serve. Note that for these exempt employees, time off will be unpaid for workweeks in which they are on jury leave and no work is performed and as otherwise permitted by the applicable wage and hour laws.

WITNESS LEAVE

Non-exempt employees are given the necessary time off to attend or participate in a court proceeding in accordance with state law. This time off is unpaid unless the employee elects to use available paid personal time off time or as required by applicable law. Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws. Employees must notify their direct supervisors of the need to take witness leave as far in advance as possible.

MILITARY LEAVE

Winston Towers is committed to protecting the job rights of employees in the uniformed services. A military unpaid leave payoff absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Winston Towers complies with all state and federal laws regarding leave of absence for military service, including the USERRA. Additionally, Winston Towers complies with all requirements regarding reemployment rights and seniority benefits for

prior service upon reemployment as specified in and in accordance with the USERRA and Florida law. Employees, or an authorized military service officer, shall bring the military service orders to the Property Manager prior to commencement of the leave. When possible, employees should give at least 30 days' notice of your request for leave. If 30 days' notice is not possible because of military necessity or for other reasons, you should give as much advance notice to the Property Manager as possible.

During military service leave, all benefits provided under an employee benefit plan are governed by the terms and conditions of the applicable employee benefit plan documents in accordance with applicable law. For all other non-seniority benefits, an employee on military service leave will receive the same rights and benefits as employees on an unpaid leave of absence.

Contact the Property Manager if you have any questions regarding military leave.

DOMESTIC VIOLENCE/SEXUAL VIOLENCE LEAVE

Employees who are victims of domestic violence or sexual violence or whose household or family members are in a sexually violent situation, are eligible for unpaid leave up to a maximum of three (3) days in a twelve (12) month period, provided the employee has been with Winston Towers for at least three (3) months. Employees must use all available paid personal time off before using this leave. Employees must provide as much notice as possible.

Employees may request this leave if they are involved in a judicial action, such as obtaining restraining orders, appearing in court to obtain relief to ensure their health, safety or welfare, or that of their child(ren). In such case, employees are to provide documentation to substantiate the leave.

Winston Towers will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave under this provision.

Winston Towers, at its option, may change, delete or discontinue parts of this Handbook in its entirety, at any time or without prior notice. In the event of a policy change, employees will be notified. Any such action shall apply to existing as well as to future employees.