



**THE SWIMMING SWAN**  
.....  
swim lessons & private lifeguarding

# **The Swimming Swan, LLC**

## **Management Manual**

**August 16, 2021**

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# Core Policies

## 1.0 Welcome

### 1.1 A Welcome Policy

Welcome! You have just joined a dedicated organization. We hope that your employment with The Swimming Swan, LLC will be rewarding and challenging. We take pride in our employees as well as in the products and services we provide.

The Company complies with all federal and state employment laws, and this handbook generally reflects those laws. The Company also complies with any applicable local laws, although there may not be an express written policy regarding those laws contained in the handbook.

The employment policies and/or benefits summaries in this handbook are written for all employees. When questions arise concerning the interpretation of these policies as they relate to employees who are covered by a collective-bargaining agreement, the answers will be determined by reference to the actual union contract, rather than the summaries contained in this handbook.

Please take the time now to read this handbook carefully. Sign the acknowledgment at the end to show that you have read, understood, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. The Company reserves the right to interpret, modify, or supplement the provisions of this handbook at any time. Neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. Please understand that no employee handbook can address every situation in the work place.

If you have questions about your employment or any provisions in this handbook, contact 8448437926.

We wish you success in your employment here at The Swimming Swan, LLC!

All the best,

Melissa Swanson, Founder/CEO  
The Swimming Swan, LLC

### 1.2 About the Company

Add your [[about the company]] statement here.

### 1.3 Mission Statement

The Swimming Swan LLC., is in business to save lives by decreasing the number of drownings annually. Our aquatic services serve people of all ages from education courses to annual lifeguard services and swim programs, our team has no restrictions to whom we can serve when it comes to the water safety needs of the public.

### 1.4 Leadership Accountabilities

It's imperative that our small management team does our best. There are specific responsibilities for each leadership position and without good time management skills, items can go uncompleted which we do not want. Leadership positions are broken down by service type however service types do intermingle so its

important we work together and speak up if we fall behind on tasks.

Its always best to speak up rather than not say anything and before you know it, find yourself in the weeds.

To keep our team on track, we have mandatory weekly meetings on Mondays.

## **1.5 Goals of Aquatics Division**

The Swimming Swan LLC., has 2 divisions.

**The First Division is our at-home private services division catered to the single family.** These are private services which encompass swim lessons and lifeguarding back yard pool parties. Normally only one or two staff members are working directly with the family unit. Our end goal for our at-home services is to work with individuals and help them achieve their swimming goals. Swimming goals can range from gaining comfort in the pool to learning independent swim, floating, treading and more. Many of our private clients have been in swimming programs prior to our private instruction and look to us for furthering their aqua skill sets perhaps from not having the one-on-one attention they need from recreational group swim lessons. Our private lifeguard services give families peace of mind at their backyard pool functions and events. It is too easy for a child to slip under the surface unnoticed. This is why we are here - to help families where its needed.

**The Second Division is our facility partnerships division catered to an organizations water safety needs.** This includes group and private swim lessons, swim team management, lifeguard management services, aqua fitness classes, certification courses, operations and maintenance and more. This is on-going and will either last the duration of a summer season or year-round depending on the location of the facility. Our end goal for our partnership facilities is to help communities of people with their recreational safety needs. Whether we are lifeguarding a community of swimming pools at a local HOA or teaching various swim lesson programs to gym members, our objective is water safety education and saving lives.

## **1.6 Objectives of Aquatics Programs**

The Swimming Swan has several different aquatics programs that we offer. The objectives range slightly depending on the type of service however the main goal of ALL PROGRAMS is to save lives, have fun and practice preventative measures to avoid injuries.

**Our Programs and Objectives are as follows:**

### **1. Swim Lessons - Parent/Tot, Toddler, Child, Adult and Senior, Adaptive Aquatics Special Needs**

The main objective of our swim lesson programs is to help our students gain comfort and confidence while learning how to swim. We want our swimmers enjoying the water so that they can fully embrace learning this vital and lifesaving skill.

### **2. Aqua Fitness Classes**

The main objective of our aqua fitness classes are to get our students moving in a low-impact, fun class. We want our students remaining in their comfort levels, especially any students with arthritis whom are trying to gain motion or flexibility after any injuries. For our more advanced aqua fitness classes, we want our students engaged, building their cardio and enjoying themselves.

### **3. Swim Team**

The main objective of our swim team programs is to bring communities together through on-going, healthy and active exercise. Our youth swim teams in particular teach vital skill sets to adolescents such as time

management skills, goal setting, respect and team work, diligence and working through set backs, friendly competition.

#### **4. Lifeguard Services**

Our lifeguard services are crucial to save lives. Its imperative that we as a whole maintain our certifications and in-service requirements so that we are prepared for the worst situation and can act PRIOR to any injuries or accidents. Preventative lifeguarding is KEY.

#### **5. Certification Courses**

Our certification courses help us with our end goal of saving lives. It's imperative that enough staff are available in all of our service areas to help facilitate our mission. The more people that have basic CPR training the better and safer a community is. More lifeguards mean more watchful and prepared eyes on pools.

### **1.7 Chain of Command**

[Chain of Command](#)

### **1.8 At-Will Employment**

Your employment with The Swimming Swan, LLC is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave the Company at any time, with or without notice and with or without cause.

Nothing in this handbook or any other Company document should be understood as creating a contract, guaranteed or continued employment, a right to termination only "for cause," or any other guarantee of continued benefits or employment. Only the Founder/CEO has the authority to make promises or negotiate with regard to guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by the Founder/CEO.

If a written contract between you and the Company is inconsistent with this handbook, the written contract is controlling.

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

This policy may not be appropriate in its entirety for employees working in Montana.

## **2.0 Introductory Language and Policies**

### **2.1 Revisions to Handbook**

This handbook is our attempt to keep you informed of the terms and conditions of your employment, including The Swimming Swan, LLC policies and procedures. The handbook is not a contract. The Company reserves the right to revise, add, or delete from this handbook as we determine to be in our best interest, except the policy concerning at-will employment. When changes are made to the policies and guidelines contained herein, we will endeavor to communicate them in a timely fashion, typically in a written supplement to the handbook or in a posting on company bulletin boards.

## 3.0 Hiring and Orientation Policies

### 3.1 Human Resources: Hiring Manager Qualifications & Job Description

Hiring Managers are the backbone of our Human Resources Department. These HR professionals are responsible for: planning, recruitment, selection, compensation, coordinating with other departments including sales to ensure appropriate staffing numbers.

#### Hiring Manager Qualifications:

1. Must be a minimum of 21 years old.
2. Bachelors degree in Recreation or related field preferred.
3. Certification in Human Resources preferred.
4. 5+ year(s) experience teaching or coaching swimming lessons required.
5. 3+ year(s) experience working in Human Resources, specifically in conducting interviews required.
6. Flexible Schedule required.
7. Strong communication and Follow-up skills.
8. Attention to Detail, multitasker
9. Must be self-motivated and able to stay on task with minimal supervision
10. Ability to effectively prioritize and complete assigned tasks
11. Ability to meet deadlines.
12. Oversees and manages the Talent Acquisitions Coordinator to ensure speedy and complete on-boarding processes of all passed-interview applicants.
13. Reports to CEO.

#### Hiring Manager Responsibilities:

1. Weekly Meetings with Talent Acquisitions Coordinator and Leadership Team.
2. Planning - staffing needs must be identified first.
3. Recruitment
  - a. Our Certification Courses offered at Partnership Facilities
  - b. Review Online Resumes
  - c. Ad's in Local Newspaper
  - d. Local Swim Teams
  - e. Universities/Colleges
  - f. Online Job Ad's
  - g. Community & Neighborhood Centers
  - h. Referrals
  - i. Professional Aquatic Organizations (local, state, regional)
4. Selection
  - a. Interview screening
    - i. Review applications
    - ii. Relevant experience
    - iii. Certifications
  - b. Conduct Interviews
    - i. Evaluate candidates: personality, aptitude, attitude, and skills knowledge.
    - ii. Identify Job Role & Compensation Levels
    - iii. Send out Rejection Letters where applicable
    - iv. Communicate with Talent Acquisitions Coordinator
    - v. Update Applicant status, job role and compensation levels.

### **3.2 Human Resources Coordinator Qualifications & Job Description**

The HR Coordinator provides support for the Hiring Manager under the Human Resources Department. These HR professionals are responsible for completing the New Hire On-boarding process once a successful interview has been conducted and the Hiring Manager has determined an applicant is ready to move forward with employment.

#### **Human Resources Coordinator Qualifications:**

1. Must be a minimum of 21 years of age with a high school diploma or equivalent.
2. 3+ year(s) experience in business customer service role.
3. Aquatics Industry background preferred.
4. Flexible schedule required.
5. Strong communication and Follow-up skills.
6. Attention to Detail, multitasker
7. Ability to effectively prioritize and complete assigned tasks
8. Ability to meet deadlines.
9. Reports to the Hiring Manager for on-boarding overview.

#### **Human Resources Coordinator Responsibilities:**

1. Weekly Meetings with Hiring Manager and Leadership Team.
2. Conduct Reference Checks
3. Review Background Screenings
4. Send out Communications, post interview.
5. On-Board New Staff
  - a. Review New Hire Training Documents
  - b. Review New Hire Trainings & Quizzes
  - c. Review and Update Profile entries.
6. Work closely with our Sales Team to ensure a speedy on-board process.

### **3.3 Sales: Regional Director Qualifications & Job Description**

The Regional Director is responsible for the successful operations of our partnership facilities in your select service areas. This includes being the main point of contact for our partnership, the creation of all schedules and meeting staff numbers at said facilities.

#### **Regional Director Qualification:**

1. Bachelors Degree or Masters Degree preferred in business relations or equivalent degree.
2. Minimum of 5+ year(s) working within the Aquatics Industry as a Pool Manager or Aquatics Director.
3. Great customer service, attention to detail.
4. High level thinking which includes forming strategies for partnership growth of your Regional Area.
5. Flexible Schedule Required.
6. Must be self-motivated and able to stay on task with minimal supervision.
7. Ability to effectively manage others in a positive manner.
8. Ability to meet goal start dates.
9. Oversees and manages a collective group of County Managers to ensure successful performance in Scheduling Attendance, overall venue satisfaction.
10. This position requires traveling to various prospective facility partnerships.

11. Regional Managers report to the CEO/CFO.

**Regional Director Responsibilities:**

1. Uphold Swimming Swan Core Values
2. Main point of contact with our Facility Partners which includes building strategies to maximize the number of programs we provide at these venues.
3. Creating 2.0 subdomains for new partnerships which includes creating class schedules.
4. Coordinating with Human Resources to ensure a timely launch and proper staffing.
5. Scheduling In-Service Requirements that are quarterly and semi-annually. (4 per year if full-time services)
6. Manage County Managers within your Regional Area which includes reviewing At-Home Private Leads and their follow-ups to ensure 100% customer satisfaction.
7. Weekly Meetings with County Managers and Leadership Team.

**3.4 Sales: County Manager Qualifications & Job Description**

The County Manager is responsible for the successful operations of our Tier 1 At-Home Private Services within your assigned service locations. This includes being the main point of contact for all incoming client inquiries and following through with the start and successful completion of private services.

**County Manager Qualifications:**

1. Minimum of 21 years of age.
2. Associate Degree or Bachelors Degree preferred.
3. Minimum of 3+ year(s) Aquatics Management experience.
4. Great customer service and attention to detail.
5. Flexible schedule required.
6. Ability to multi-task and be highly efficient.
7. Able to solve problems and delegate responsibilities.
8. Ability to work well with others.
9. This position may include traveling to our facility partnerships in your service area under the direction of the Regional Manager.
10. County Managers report to a Regional Manager.

**County Manager Responsibilities:**

1. Receives all Client Inquiries Tier 1 At-home Private Services for Swim Lessons, Lifeguard Services and Aqua Fitness Classes.
2. Follows through appropriately on a 3 day schedule for 2 straight weeks to ensure client satisfaction. No one falls through the cracks.
3. Counsel clients to sign up for the correct service and update registrations accordingly.
4. Assign contractors whom are available for clients.
5. Communicate with staff in respective county areas, address any concerns, issues, etc.
6. Conduct interviews with potential candidates when applicable to ensure deadlines for partnerships are met.
7. Communicate with Regional Managers on a weekly basis on what is needed at Facility Partnerships which includes creating in-service events and sending this out to the on-site team for required training.

### **3.5 Customer Service: Service Specialist Qualifications & Job Description**

The Service Specialist is well versed in customer service, follow-up with potential clients, helping County Managers with answering/OR following up with Tier 1 At-Home Private Clients. This person acts as a back-up when needed through various departments as a cross-functional support team member.

#### **Service Specialist Qualifications:**

1. Minimum of 21 years of age with a High School Diploma or equivalent.
2. At least 2 year(s) experience in the Aquatics Industry which includes teaching swim lessons, coaching and/or lifeguarding.
3. Great customer service, ability to multi-task, stay focused and work with minimal supervision.
4. Flexible schedule required.
5. Must successfully complete The Swimming Swan "On-Boarding" Training and Testing.
6. Great grammar and writing skills.
7. This position reports to CEO.

#### **Service Specialist Responsibilities:**

1. Answers incoming phone calls and communicates ALL programs intelligently.
  - a. Bi-Weekly Follow-ups and Clearing of "Waiting on Client"
2. Answers and follow-ups with Thumbtack leads, yelp and all other online sources.
3. Default point-of-contact, shared service provider for different departments - able to step in and help County Managers with follow-ups and on-site team issues.
4. Maintain Calendar System of all Follow-Ups

### **3.6 New Hires and Introductory Periods**

The first 60 days of your employment is considered an introductory period. During this period, you will become familiar with The Swimming Swan, LLC and your job responsibilities, and we will have the opportunity to monitor the quality and value of your performance and make any necessary adjustments in your job description or responsibilities. Your introductory period with the Company can be shortened or lengthened as deemed appropriate by management and Human Resources. Completion of this introductory period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the at-will employment relationship.

### **3.7 Conflicts of Interest**

The Swimming Swan, LLC is concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of confidentiality, customer relations, safety, security, and morale. If there is any actual or potential conflict of interest between you and a competitor, supplier, distributor, or contractor to the Company, you must disclose it to your Management. If an actual or potential conflict of interest is determined to exist, the Company will take such steps as it deems necessary to reduce or eliminate this conflict.

### **3.8 Employment of Relatives and Friends**

We will not employ friends or relatives in circumstances where actual or potential conflicts may arise that could compromise supervision, safety, confidentiality, security, and morale at The Swimming Swan, LLC. It is your obligation to inform the Company of any such potential conflict so the Company can determine how best to respond to the particular situation.

### **3.9 Posting of Openings**

The Swimming Swan, LLC desires to promote qualified employees from within where it believes that is possible, consistent with the need to assure that all positions are staffed by highly competent individuals. New job openings generally will be posted on the bulletin board, as well as on our Internet site. You may be eligible for a referral bonus when you refer new employees.

### **3.10 Employment Authorization Verification**

New hires will be required to complete Section 1 of federal Form I-9 on the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the third business day following the start of employment with The Swimming Swan, LLC. If you are currently employed and have not complied with this requirement or if your status has changed, inform your Management.

If you are authorized to work in this country for a limited period of time, you will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the Company.

## **4.0 Wage and Hour Policies**

### **4.1 Work Schedule**

Work schedules for all staff are part-time and flexible. There are no minimum number of hours that are legally required. Hours differ on the season, type of position and job responsibilities.

You must clock-in/clock out of each shift. Once you arrive on-site, please clock-in. Work must be completed while at on-site at the specific facility you are assigned to, clock-ins are GPS sensitive within 300 yards of the stated address.

### **4.2 Attendance**

If you know ahead of time that you will be absent or late, provide reasonable advance notice to your Management. You may be required to provide documentation of any medical or other excuse for being absent or late where permitted by applicable law.

The Swimming Swan, LLC reserves the right to apply unused vacation, sick time, or other paid time off to unauthorized absences where permitted by applicable law. Absences resulting from approved leave, vacation, or legal requirements are exceptions to the policy.

### **4.3 Pay Periods**

The Swimming Swan has a biweekly pay period. Payroll is issued on the 15th day of the month and Last Day of the month. If the last day of the month falls on a weekend day, your pay will be issued on the next business day. For example, IF the last day of the month falls on a Sunday, you will receive your payroll the next business day which is Monday.

#### **Pay Cycles**

1. **The first pay cycle** is for hours worked from the 26th Day of the Month Prior to the 10th Day of the Current Month and is issued on the 15th.

2. **The second pay cycle** is for hours worked from the 11th Day to the 25th Day of the Current Month and is issued on the Last Day of the Month.

There are NO exceptions to when payroll is issued. Please do not ask to receive pay earlier than our regularly scheduled bi-weekly payroll. Payroll is completed via Direct Deposit for Employees and through Zelle for Independent Contractors.

We ask all staff members to include a Secondary Form of Payment such as Venmo, Cash App.. or PayPal. This is ONLY for emergency situations OR if there is an error with your paycheck. Please complete this secondary form of Payment in your Portal under Payroll Method.

If you have ANY questions, please email [Patricia](#) or refer to the Training Video "Payroll & Bonuses" in your Resources section.

#### **4.4 Direct Deposit**

The Swimming Swan, LLC encourages all employees to enroll in direct deposit. If you would like to take advantage of direct deposit, complete the Direct Deposit Authorization Form in your Dashboard as a part of the onboarding process. Uploading a voided check is beneficial to double check the accuracy of the account information.

If you have selected the direct deposit payroll service, a written explanation of your deductions will be given to you on paydays described in the preceding sections in lieu of a check.

#### **4.5 Paycheck Deductions**

The Swimming Swan, LLC is required by law to make certain deductions from your pay each pay period, including deductions for federal income tax, Social Security and Medicare (FICA) taxes, [[LIST OTHER REQUIRED DEDUCTIONS: e.g., state income taxes, state unemployment taxes, state disability insurance taxes, etc.]], and any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the information you list on your federal Form W-4 and applicable state withholding form. Permissible deductions for exempt employees may also include, but are not limited to, deductions for full-day absences for reasons other than sickness or disability and certain disciplinary suspensions. You may also authorize certain voluntary deductions from your paycheck where permissible under state law. Your deductions will be reflected in your wage statement. If you have any questions about deductions from your pay, contact your Management.

The Company will not make deductions to your pay that are prohibited by federal, state, or local law. Review your paycheck for errors each pay period and immediately report any discrepancies to your Management.

You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an immediate adjustment, which will be paid no later than your next regular payday.

The Company will not retaliate against employees who report erroneous deductions in accordance with this policy.

#### **4.6 Recording Time**

The Swimming Swan, LLC is required by applicable federal, state, and local laws to keep accurate records of hours worked by certain employees. To ensure that the Company has complete and accurate time records and that employees are paid for all hours worked, nonexempt employees are required to record all working time using Company **mobile When I Work app's clock-in/clock-out function**. Exempt employees may also be required to track days or time worked. Speak with your Management for specific instructions.

You must accurately record all of your time to ensure you are paid for all hours worked, and must follow established Company procedures for recording your hours worked. Time must be recorded as follows:

- Immediately before starting your shift.

- Immediately after finishing work, before your meal period.
- Immediately before resuming work, after your meal period.
- Immediately after finishing work.
- Immediately before and after any other time away from work.

If you are required to clock in, you should clock in no more than five minutes ahead of your start time and clock out no later than five minutes after your quitting time.

Notify your Manager or Patricia Swanson of any pay discrepancies, unrecorded or misrecorded work hours, or any involuntarily missed meal or break periods.

Falsifying time entries is strictly prohibited. Falsifying time entries includes working "off the clock." If you falsify your own time records, or the time records of co-workers, or if you work off the clock, you will be subject to discipline up to and including termination. Immediately report to Patricia Swanson any employee, supervisor, or manager who falsifies your time entries or encourages or requires you to falsify your time entries or work off the clock.

#### **4.7 Job Abandonment**

If you fail to show up for work or fail to call in with an acceptable reason for the absence for a period of five consecutive days, you will be considered to have abandoned your job and voluntarily resigned from The Swimming Swan, LLC.

### **5.0 Performance, Discipline, Layoff, and Termination**

#### **5.1 Resignation Policy**

The Swimming Swan, LLC hopes that your employment with the Company will be a mutually rewarding experience; however, the Company acknowledges that varying circumstances can cause you to resign employment. The Company intends to handle any resignation in a professional manner with minimal disruption to the workplace.

##### Notice

The Company requests that you provide a minimum of [[two weeks']] notice of your resignation. [[If you are a Management, you are requested to provide a minimum of [four weeks'] notice.]] Provide a written resignation letter to your Management. If you provide less notice than requested, the Company may deem you to be ineligible for rehire, depending on the circumstances of the notice given.

The Company reserves the right to provide you with pay in lieu of notice in situations where job or business needs warrant.

##### Final Pay

The Company will pay separated employees in accordance with applicable laws and other sections of this handbook.

Notify the Company if your address changes during the calendar year in which resignation occurs to ensure tax information is sent to the correct address.

##### Return of Property

Return all Company property at the time of separation, including [[list items to be returned, such as uniforms, cellphones, keys, tools, laptops, credit cards, and identification cards]]. Failure to return some items may result in deductions from your final paycheck where state law allows. [[In some circumstances, the Company may pursue criminal charges for failure to return Company property.]]

## **5.2 Promotions**

To match you with the job for which you are best suited and to meet the business needs of The Swimming Swan, LLC, you may be transferred from your current job. It is our policy to promote from within only when the most qualified candidate is available. Promotions are made on an equal opportunity basis according to employees possessing the needed skills, education, experience, and other qualifications that are required for the job.

## **5.3 Pay Raises**

Depending on financial health and other Company factors, efforts will be made to give pay raises consistent with The Swimming Swan, LLC profitability, job performance, and the consumer price index. The Company may also make individual pay raises based on merit or due to a change of job position.

Annual evaluations will take place for each leadership position for pay raise/promotional opportunities.

## **5.4 Performance Evaluation**

All staff are evaluated on a quarterly basis. There are many factors which are the basis for your evaluations, a few evaluation metrics are listed below:

1. Successful completion of New Hire Training, In-Service Trainings and any other trainings that are given out throughout the year. Its imperative we are all up-to-date with training.
2. Client Feedback. We will regularly reach out to your clientele to get input on you are doing out in the field.
3. No Shows/Cancellations. If you have an emergency, please call your client and the office. Clients must abide by a 24 hours policy for any cancellations, our staff must abide by the same policy of 24 hours notice.
4. Random pop-ins by management.
5. 3 Bad Reviews. You will be removed from our current Agent Roster and will no longer receive leads.

## **5.5 Performance Improvement**

The Swimming Swan, LLC will make efforts to periodically review your work performance. The performance improvement process will take place quarterly, or as business needs dictate. You may specifically request that your Management assist you in developing a performance improvement plan at any time.

The performance improvement process is a means for increasing the quality and value of your work performance. Your initiative, effort, attitude, job knowledge, and other factors will be addressed. You must understand that a positive job performance review does not guarantee a pay raise or continued employment. Pay raises and promotions are based on numerous factors, only one of which is job performance.

## **5.6 Exit Interview**

You may be asked to participate in an exit interview when you leave The Swimming Swan, LLC. The purpose of the exit interview is to provide management with greater insight into your decision to leave employment; identify any trends requiring attention or opportunities for improvement; and to assist the Company in developing effective recruitment and retention strategies. Your cooperation in the exit interview process is appreciated.

## **5.7 Open Door/Conflict Resolution Process**

The Swimming Swan, LLC strives to provide a comfortable, productive, legal, and ethical work environment. To this end, we want you to bring any problems, concerns, or grievances you have about the work place to the attention of your Management and, if necessary, to Human Resources or upper level

management. To help manage conflict resolution we have instituted the following problem solving procedure:

If you believe there is inappropriate conduct or activity on the part of the Company, management, its employees, vendors, customers, or any other persons or entities related to the Company, bring your concerns to the attention of your Management at a time and place that will allow the person to properly listen to your concern. Most problems can be resolved informally through dialogue between you and your immediate Management. If you have already brought this matter to the attention of your Management before and do not believe you have received a sufficient response, or if you believe that person is the source of the problem, present your concerns to Human Resources or upper level management. Describe the problem, those persons involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have.

## **5.8 Post-Employment References**

The Swimming Swan, LLC policy is to confirm dates of employment and job title only. With written authorization, the Company will confirm compensation. Forward any requests for employment verification to Human Resources.

## **5.9 Outside Employment**

Outside employment that creates a conflict of interest or that affects the quality or value of your work performance or availability at The Swimming Swan, LLC is prohibited. The Company recognizes that you may seek additional employment during off hours, but in all cases expects that any outside employment will not affect your attendance, job performance, productivity, work hours, or scheduling, or would otherwise adversely affect your ability to effectively perform your duties or in any way create a conflict of interest. Any outside employment that will conflict with your duties and obligations to the Company should be reported to your Management. Failure to adhere to this policy may result in discipline up to and including termination.

## **5.10 Standards of Conduct**

The Swimming Swan, LLC wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all our employees, clients, customers, and other stakeholders. We all share in the responsibility of improving the quality of our work environment. By deciding to work here, you agree to follow our rules.

While it is impossible to list everything that could be considered misconduct in the workplace, what is outlined here is a list of common-sense infractions that could result in discipline, up to and including immediate termination of employment. This policy is not intended to limit our right to discipline or discharge employees for any reason permitted by law.

Examples of inappropriate conduct include:

- Violation of the policies and procedures set forth in this handbook.
- Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
- Being under the influence of alcohol during working hours on Company property (including in Company vehicles), or on Company business.
- Inaccurate reporting of the hours worked by you or any other employees.
- Providing knowingly inaccurate, incomplete, or misleading information when speaking on behalf of the Company or in the preparation of any employment-related documents including, but not limited to, job applications, personnel files, employment review documents, intra-company communications, or expense records.
- Taking or destroying Company property.
- Possession of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, chemicals, etc., without prior authorization.
- Fighting with, or harassment of (as defined in our EEO policy), any fellow employee, vendor, or customer.

- Disclosure of Company trade secrets and proprietary and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development information, customer lists, patents, trademarks, etc.) of the Company or its customers, contractors, suppliers, or vendors.
- Refusal or failure to follow directions or to perform a requested or required job task.
- Refusal or failure to follow safety rules and procedures.
- Excessive tardiness or absences.
- Smoking in nondesignated areas.
- Working unauthorized overtime.
- Solicitation of fellow employees on Company premises during working hours.
- Failure to dress according to Company policy.
- Use of obscene or harassing (as defined by our EEO policy) language in the workplace.
- Engaging in outside employment that interferes with your ability to perform your job at this Company.
- Gambling on Company premises.
- Lending keys or keycards to Company property to unauthorized persons.

Nothing in this policy is intended to limit your rights under the National Labor Relations Act, or to modify the at-will employment status where at-will is not prohibited by state law.

## **6.0 General Policies**

### **6.1 Hours of Operation**

The Swimming Swan management office is open from 9 AM to 5 PM Monday to Friday and 9 AM to 3 PM on Saturday. Emails are checked very frequently and are the best way to get in touch with an administrator.

Our staff hours of operation depend on your job role and can range from 7 AM to 9 PM and later on Holidays.

### **6.2 Staff Online Portal**

All staff have their own Swimming Swan Log-in on our company website, [click here](#).

The Swimming Swan Staff Portal includes the following information:

1. Upload Photo and Bio
2. Conduct New Hire Training
3. Resources Section with water safety and teaching best practices
4. Add Secondary Payroll Method
5. Company Store for Equipment/Uniform purchases
6. Upload Any New or Updated Certifications
7. Injury Incident Reports
8. Contact the office
9. Submit bonuses
10. and more!

### **6.3 Uniforms for Management**

The Swimming Swan LLC. will provide a blue polo company shirt for any and all visits to our clients and staff. We ask that you pair this polo with khakis or black or gray pants.

### **6.4 Dealing with Difficult Patrons**

[Standard Operating Procedures - Dealing with Difficult Patrons](#)

## 6.5 Safety Orientation for Group Use of an Aquatics Facility

Safety Orientations are conducted when the groups first arrive at the facility. The purpose is to educate all members of the visiting group on the Facilities Policies and Rules and to point out key safety issues.

### Topics to discuss:

1. [General Aquatic Safety Rules](#)
2. Swimming Area Sections
3. Water Depths
4. Features and Play Structures
5. Equipment
6. How to use approved floatation devices
7. Rule signage locations
8. Bathrooms, Showers
9. Buddy "system & checks"
  - a. **Buddy System:** Campers may swim in buddy pairs and are to inform a lifeguard if a buddy experiences difficulty or if he or she becomes separated from his or her buddy.
  - b. **Buddy Checks:** Periodic buddy checks are important to allow repeated confirmation of the number of campers known to be in the water. They are NOT a substitute for normal surveillance.
10. Swim Tests and Identification systems
11. [Water Watcher Program](#)

### When the Group Arrives:

Ensure that the group checks in at the front desk or with the cashier. The supervisor should provide a list with the name of every member of the group, the name of the supervisor or leader and the total number in the group.

Identify the person in charge of the group who will be the primary contact person. Explain to the leader that they must actively supervise the group at all times.

Conduct the safety orientation with the "topics to discuss" as seen above.

## 6.6 Conduct, Courtesy & Customer Service

*Here at The Swimming Swan LLC. we exemplify the SWAN standards of customer service. Remember that as a Swimming Swan employee you are the face of the company. As representatives, you are the business and a large role of what makes The Swimming Swan LLC. successful.*

**S (Service)** *Providing an excellent standard of service to our clientele.*

**W (Welcoming)** *Receiving our clientele in a nice and courteous manner, while maintaining professionalism, which in turn shapes the customer, corporation and client relationship.*

**A (Accountability)** *Taking responsibility to complete the tasks assigned, perform duties required, and to be present during service shifts, in order to fulfill or further the goals of the organization.*

**N (Nurturing)** *Creating a customer focused culture by nurturing your current clientele to maintain retention, as well as taking time to build new customer relationships, both aspects being crucial to growing a successful business.*

For a print PDF of our Customer Service policies, [click here](#).

## 6.7 Social Media

At The Swimming Swan, LLC, we recognize the Internet provides unique opportunities to participate in interactive discussions and share information using a wide variety of social media. However, use of social media also presents certain risks and carries with it certain responsibilities. To minimize risks to the Company, you are expected to follow our guidelines for appropriate use of social media.

This policy applies to all employees who work for the Company.

### Guidelines

For purposes of this policy, **social media** includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether associated or affiliated with the Company, as well as any other form of electronic communication.

Company principles, guidelines, and policies apply to online activities just as they apply to other areas of work. Ultimately, you are solely responsible for what you communicate in social media. You may be personally responsible for any litigation that may arise should you make unlawful defamatory, slanderous, or libelous statements against any customer, manager, owner, or employees of the Company.

### Know and Follow the Rules

Ensure your postings are consistent with these guidelines. Postings that include unlawful discriminatory remarks, harassment, and threats of violence or other unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

### Be Respectful

The Company cannot force or mandate respectful and courteous activity by employees on social media during nonworking time. If you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as unlawful, slanderous, threatening, or that might constitute unlawful harassment. Examples of such conduct might include defamatory or slanderous posts meant to harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, age, national origin, religion, veteran status, or any other status or class protected by law or Company policy. Your personal posts and social media activity should not reflect upon or refer to the Company.

### Maintain Accuracy and Confidentiality

When posting information:

- Maintain the confidentiality of trade secrets, intellectual property, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Company.
- Do not create a link from your personal blog, website, or other social networking site to a Company website that identifies you as speaking on behalf of the Company.
- Never represent yourself as a spokesperson for the Company. If the Company is a subject of the content you are creating, do not represent yourself as speaking on behalf of the Company. Make it clear in your social media activity that you are speaking on your own behalf.
- Respect copyright, trademark, third-party rights, and similar laws and use such protected information in compliance with applicable legal standards.

### Using Social Media at Work

Do not use social media while on your work time, unless it is work related as authorized by your manager or consistent with policies that cover equipment owned by the Company.

### Media Contacts

If you are not authorized to speak on behalf of the Company, do not speak to the media on behalf of the Company. Direct all media inquiries for official Company responses to Human Resources.

### Retaliation and Your Rights

Retaliation or any other negative action is prohibited against anyone who, based on a reasonable belief, reports a possible deviation from this policy or cooperates in an investigation. Those who retaliate against others for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Nothing in this policy is designed to interfere with, restrain, or prevent employees from communications regarding wages, hours, or other terms and conditions of employment, or to restrain employees in exercising any other right protected by law. All employees have the right to engage in or refrain from such activities.

## **6.8 Use of Company Technology**

This policy is intended to provide The Swimming Swan, LLC employees with the guidelines associated with the use of the Company information technology (IT) resources and communications systems.

This policy governs the use of all IT resources and communications systems owned by or available at the Company, and all use of such resources and systems when accessed using your own devices, including but not limited to:

[[List items, such as:

- Email systems and accounts.
- Internet and intranet access.
- Telephones and voicemail systems, including wired and mobile phones, smartphones, and pagers.
- Printers, photocopiers, and scanners.
- Fax machines, e-fax systems, and modems.
- All other associated computer, network, and communications systems, hardware, peripherals, and software, including network key fobs and other devices.
- Closed-circuit television (CCTV) and all other physical security systems and devices, including access key cards and fobs.]]

### General Provisions

Company IT resources and communications systems are to be used for business purposes only unless otherwise permitted under applicable law.

All content maintained in Company IT resources and communications systems are the property of the Company. Therefore, employees should have no expectation of privacy in any message, file, data, document, facsimile, telephone conversation, social media post, conversation, or any other kind or form of information or communication transmitted to, received, or printed from, or stored or recorded on Company electronic information and communications systems.

The Company reserves the right to monitor, intercept, and/or review all data transmitted, received, or downloaded over Company IT resources and communications systems in accordance with applicable law. Any individual who is given access to the system is hereby given notice that the Company will exercise this right periodically, without prior notice and without prior consent.

The interests of the Company in monitoring and intercepting data include, but are not limited to: protection of Company trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.); managing the use of the computer system; and/or assisting employees in the management of electronic data during periods of absence.

You should not interpret the use of password protection as creating a right or expectation of privacy, nor should you have a right or expectation of privacy regarding the receipt, transmission, or storage of data on

Company IT resources and communications systems.

Do not use Company IT resources and communications systems for any matter that you would like to be kept private or confidential.

### Violations

If you violate this policy, you will be subject to corrective action, up to and including termination of employment. If necessary, the Company will also advise law enforcement officials of any illegal conduct.

## **7.0 Benefits**

### **7.1 Nonexempt Personnel**

If you are classified as nonexempt at the time of your hiring, you will be eligible for minimum wage and overtime pay in accordance with federal, state, and local laws. If you have a question regarding whether you are exempt or nonexempt, contact your Management for clarification.

### **7.2 Exempt Personnel**

If you are classified as exempt at the time of your hiring, you are not eligible for overtime pay as otherwise required by federal, state, or local laws. If you have a question regarding whether you are exempt or nonexempt, contact your Management for clarification.

### **7.3 Regular Part-Time Personnel**

All employees who work fewer than 25 hours per week consistently are considered part time. Part-time employees are not eligible for The Swimming Swan, LLC benefits unless specified otherwise in this handbook, in the benefit plan summaries, or specifically permitted by law.

All management and on-site staff work seasonally unless directly addressed and approved in writing regarding year-round employment. As the company grows, year-round employment may be available however currently, all staff are hired seasonally.

### **7.4 Workers' Compensation Insurance**

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

To receive workers' compensation benefits, notify your Management immediately of your claim. If your injury is the result of an on-the-job accident, you must fill out an accident report. You will be required to submit a medical release before you can return to work.

## **8.0 Safety and Loss Prevention**

### **8.1 Drug and Alcohol Policy**

The Swimming Swan, LLC is committed to providing a safe, healthy, and productive work environment. Consistent with this commitment, it is the intent of the Company to maintain a drug and alcohol-free workplace. Being under the influence of alcohol, illegal drugs (as classified under federal, state, or local

laws), or other impairing substances while on the job may pose a serious health and safety risk to others, and will not be tolerated.

### Prohibited Conduct

The Company expressly prohibits employees from engaging in the following activities when they are on duty or conducting Company business or on Company premises (whether or not they are working):

- The use, abuse, or being under the influence of alcohol, illegal drugs, or other impairing substances.
- The possession, sale, purchase, transfer, or transit of any illegal or unauthorized drug, including prescription medication that is not prescribed to the individual, or drug-related paraphernalia.
- The illegal use or abuse of prescription drugs.

While the use of marijuana has been legalized under some state laws for medicinal and/or recreational uses, it remains an illegal drug under federal law. The Company does not discriminate against employees solely on the basis of their lawful off-duty use of marijuana. You may not consume or be under the influence of marijuana while on duty or at work. If you have a valid prescription for medical marijuana, refer to the Company Disability Accommodation policy for additional information.

Nothing in this policy is meant to prohibit your appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, if it does not impair your job performance or safety or the safety of others. If you take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability, inform your Management if you believe the medication may impair your job performance, safety, or the safety of others or if you believe you need a reasonable accommodation before reporting to work while under the influence of that medication.

### [[# Employer-Sponsored Events]]

[[From time to time, the Company may sponsor social or business-related events where alcohol may be served. This policy does not prohibit the use or consumption of alcohol at these events. However, if you choose to consume alcohol at such events, you must do so responsibly and maintain your obligation to conduct yourself properly and professionally at all times.]]

### [[# Treatment and/or Rehabilitation]]

[[The Company may assist you in seeking treatment or rehabilitation for drug or alcohol dependency. In such cases, the Company may consider your continued employment as long as concerns regarding safety, health, production, communication, or other work-related matters are adequately addressed. The Company may also require you to obtain a medical clearance and agree to random testing and a "one-strike" rule as a condition of continued employment.]]

### Violations

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

## **8.2 General Safety**

It is the responsibility of all The Swimming Swan, LLC employees to maintain a healthy and safe work environment, report any health or safety hazards, and follow the Company health and safety rules. Failure to do so may result in disciplinary action, up to and including termination of employment. The Company also requires that all occupational illnesses or injuries be reported to your Management as soon as reasonably possible and that an occupational illness or injury form be completed on each reported incident.

## **8.3 Workplace Violence**

As the safety and security of our employees, vendors, contractors, and the general public is in the best interests of The Swimming Swan, LLC, we are committed to working with our employees to provide a work environment free from violence, intimidation, and other disruptive behavior.

### Zero Tolerance Policy

The Company has a zero tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, employees, and non-employees such as contractors, customers, and visitors.

Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

### Prohibited Conduct

Prohibited conduct includes, but is not limited to:

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Possessing, brandishing, or using a firearm on Company property or while performing Company business except as permitted by state law.
- Violating a restraining order, order of protection, injunction against harassment, or other court order.

### Reporting Incidents of Violence

Report to your Management [[or appropriate department]], in accordance with this policy, any behavior that compromises our ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know. You are expected to cooperate in any investigation of workplace violence.

### Violations

Violating this policy may subject you to criminal charges as well as discipline up to and including immediate termination of employment.

### Retaliation

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for, based on a reasonable belief, reporting a threat or for cooperating in an investigation.

If you initiate, participate, are involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, you will be subject to discipline up to and including termination.

If you believe you have been wrongfully retaliated against, immediately report the matter to [[appropriate department]].

## **9.0 Trade Secrets and Inventions**

### **9.1 Confidentiality and Nondisclosure of Trade Secrets**

As a condition of employment, The Swimming Swan, LLC employees are required to protect the confidentiality of Company trade secrets, proprietary information, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Company. Access to this information should be limited to a "need to know" basis and should not be used for personal benefit, disclosed, or released without prior authorization from management.

If you have information that leads you to suspect that employees are sharing such information in violation of

this policy and/or competitors are obtaining such information, you are required to inform your Management or [[Human Resources or appropriate department]].

Violation of this policy may result in disciplinary action up to and including termination, and may subject the violator to civil liability.

# California Policies

## Hiring and Orientation Policies

### Accommodations for Victims of Crime or Abuse

The Swimming Swan, LLC will provide reasonable accommodations to employees who are the victims of domestic violence, sexual assault, or stalking who request an accommodation for their safety while at work, provided the accommodation does not create an undue hardship on the Company.

Reasonable accommodations may include the implementation of safety measures such as:

- A transfer, reassignment, or modified schedule.
- A change in telephone number or workstation, or installed lock.
- Assistance in documenting domestic violence, sexual assault, stalking, or other crime that occurs in the workplace.
- An implemented safety procedure or other adjustment to a job structure, workplace facility, or work requirement in response to domestic violence, sexual assault, stalking, or other crime.
- Referral to a victim assistance organization.

Upon receiving a request, the Company will engage in a timely, good faith, and interactive process with you to determine effective reasonable accommodations.

If you no longer need an accommodation, you must notify the Company that the accommodation is no longer needed. If circumstances change and you need a new accommodation, you must request one.

### Certification

When requesting a reasonable accommodation, you will be asked to submit a signed, written statement certifying that the accommodation is for an authorized purpose. You may also be asked to provide documentation that demonstrates your status as a victim of domestic violence, sexual assault, stalking, or ongoing circumstances related to the crime or abuse, such as:

- A police report showing that you were a victim.
- A court order protecting you from the perpetrator or other evidence from the court or prosecuting attorney that you appeared in court.
- Documentation from a medical professional, domestic violence counselor, sexual assault counselor, victim advocate, health care provider, or counselor showing that your absence was due to treatment for injuries from the crime or abuse.
- Any other form of documentation that reasonably verifies that the crime or abuse occurred.

### Unpaid Leave

If you are a victim, the Company will also provide you with unpaid leave to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of you or your child.

For purposes of unpaid leave, **victim** includes:

- A victim of stalking, domestic violence, or sexual assault.
- A victim of a crime that has caused physical injury, or mental injury and a threat of physical injury.
- A person whose immediate family member is deceased as the direct result of a crime.

**Crime** means a crime or public offense anywhere that would constitute a misdemeanor or a felony if the crime had been committed in California by a competent adult, regardless of whether any person is arrested

or prosecuted for, or convicted of, committing the crime.

***Immediate family member*** means:

- Your spouse or domestic partner.
- Your child, which includes, regardless of age, a biological, adopted, or foster child; stepchild or legal ward; the child of your domestic partner; a child to whom you stand in loco parentis; or a person to whom you stood in loco parentis when the person was a minor.
- Your (or your spouse's or domestic partner's) biological, adoptive, or foster parent, stepparent, or legal guardian, or a person who stood in loco parentis of you or your spouse or domestic partner when you or they were a minor child.
- Your biological, foster, or adoptive sibling, step-sibling, or half-sibling.
- Any other individual whose close association with you is the equivalent of a family relationship described above.

You may use available vacation, personal leave, accrued paid sick leave, or compensatory time off for your leave unless you are covered by a collective bargaining agreement that states otherwise.

### Notice

You must provide reasonable advance notice of your intent to take leave for the above reasons unless advance notice is not feasible. If an unscheduled absence occurs, you must provide the following documentation within a reasonable amount of time after your absence:

- A police report indicating that you were a victim;
- A court order protecting or separating you from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney stating that you have appeared in court; or
- Documentation from a licensed medical professional, domestic violence counselor, sexual assault counselor, victim advocate, licensed health care provider, or counselor stating that you were undergoing treatment or receiving services for physical or mental injuries or abuse resulting from the crime or abuse.

### Confidentiality

The Company will maintain the confidentiality of anyone requesting time off or requesting an accommodation under this policy, except as required by federal or state law or as necessary to protect your safety in the workplace.

### Retaliation

The Company will not retaliate against employees for their status as a victim of crime or abuse or for requesting or taking leave or a reasonable accommodation in accordance with this policy.

## **Disability Accommodation**

The Swimming Swan, LLC complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, the Company will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require an accommodation because of your disability, it is your responsibility to notify your Management. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, the Company will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, we may need your permission to obtain additional information from your medical provider. All medical information received by the Company in connection with a request for accommodation will be treated as confidential.

The Company encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, the Company is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Company.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

The Company will not discriminate or retaliate against employees for requesting an accommodation.

## **EEO Statement and Nonharassment Policy**

### *Equal Opportunity Statement*

The Swimming Swan, LLC is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation based on an individual's race (including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twists), color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender (including gender identity and gender expression), age (40 years and over), sexual orientation, veteran and/or military status, protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a confidential, prompt, and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy. The Company will take appropriate corrective and remedial action, if and where warranted. The Company prohibits retaliation against any employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your Management or any other designated member of management.

### *Policy Against Workplace Harassment*

The Swimming Swan, LLC has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's race (including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twists), color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender (including gender identity and gender expression), age (40 years and over), sexual orientation, veteran and/or military status, protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, or any other status protected by federal, state, or local laws.

This policy protects all applicants and employees (including managers and supervisors) from unlawful

harassment and discrimination. This includes harassment by employees, managers, supervisors, contractors, interns, volunteers, vendors, suppliers, and customers. In addition, this policy extends to conduct connected with an individual's work, even when the conduct takes place away from the workplace, such as a business trip or business-related social function.

### Harassment

**Harassment** means disrespectful or unprofessional conduct, including disrespectful or unprofessional conduct based on an individual's race (including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twists), color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender (including gender identity and gender expression), age (40 years and over), sexual orientation, veteran and/or military status, protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, or any other status protected by federal, state, or local laws.

While it is not possible to list all the circumstances that may constitute other forms of workplace harassment, some examples of conduct that may constitute workplace harassment include:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on Company premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

### Sexual Harassment

**Sexual harassment** means harassment based on sex or conduct of a sexual nature, and includes harassment based on sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, or gender expression. It may include all of the actions described above as harassment, as well as other unwelcome sex-based conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities, or other verbal or physical conduct of a sexual nature. Sexually harassing conduct need not be motivated by sexual desire and may include situations that began as reciprocal relationships, but that later cease to be reciprocal.

Sexual harassment is generally categorized into the following two types:

- Quid pro quo sexual harassment ("this for that"), which includes:
  - o Submission to sexual conduct when made explicitly or implicitly a term or condition of an individual's employment.
  - o Submission to or rejection of the conduct by an employee when used as the basis for employment decisions affecting the employee.
- Hostile work environment sexual harassment is conduct of a sexual nature or on the basis of sex by any person in the workplace that unreasonably interferes with an employee's work performance and/or creates an intimidating, hostile, or otherwise offensive working environment. Examples include:
  - o Unwelcome sexual advances, flirtation, teasing, sexually suggestive or obscene letters, invitations, notes, emails, voicemails, or gifts.
  - o Sex, gender, or sexual orientation-related comments, slurs, jokes, remarks, or epithets.
  - o Leering, obscene or vulgar gestures, or sexual gestures.
  - o Displaying or distributing sexually suggestive or derogatory objects, pictures, cartoons, or posters or any such items.
  - o Impeding or blocking movement, unwelcome touching, or assaulting others.
  - o Any sexual advances that are unwelcome as well as reprisals or threats after a negative response to sexual advances.

- o Conduct or comments consistently targeted at one gender, even if the content is not sexual.

### Retaliation

**Retaliation** means any adverse employment action taken against an employee because the employee engaged in activity protected under this policy. Protected activities may include, but are not limited to, reporting or assisting in reporting suspected violations of this policy and/or cooperating in investigations or proceedings arising out of a violation of this policy.

Adverse employment action is conduct or an action that materially affects the terms and conditions of the employee's employment status or is reasonably likely to deter the employee from engaging in protected activity. Even actions that do not result in a direct loss of compensation may be regarded as an adverse employment action when considered in the totality of the circumstances.

Examples of retaliation under this policy include but are not limited to: demotion, suspension, reduction in pay, denial of a merit salary increase, failure to hire or consider for hire, refusing to promote or consider for promotion because of reporting a violation of this policy, harassing another employee for filing a complaint, denying employment opportunities because of making a complaint or for cooperating in an investigation, changing someone's work assignments for identifying harassment or other forms of discrimination in the workplace, treating people differently such as denying an accommodation, not talking to an employee when otherwise required by job duties, or otherwise excluding the employee from job-related activities because of engagement in activities protected under this policy.

### Reporting Discrimination, Harassment, and/or Retaliation

If you feel that you have witnessed or have been subjected to any form of discrimination, harassment, or retaliation, immediately notify [[name, title, phone number, email]] or any member of management.

The Company prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate corrective and/or remedial action where we find a claim has merit. If the Company begins an investigation, we will endeavor to conduct the investigation in a timely manner and will keep the investigation confidential to the extent possible. In the same way, anyone involved in an investigation of harassment has an obligation to keep all information about the investigation confidential. That is why the Company will only share information about a complaint of harassment with those who need to know about it. Failure to keep information about an investigation confidential may result in disciplinary action. Investigations will be documented and tracked for timely resolution.

When the investigation has been completed, the Company will normally communicate the results of the investigation to the complaining individual, to the alleged harasser and, if appropriate, to others who are directly involved. If our policy against harassment is found to have been violated, appropriate corrective action, up to and including termination, will be taken against the harasser so that further harassment will be prevented. Both the rights of the alleged harasser and the complainant will be considered in any investigation and subsequent action.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

In addition to our internal complaint procedure, employees may also contact either the Equal Employment Opportunity Commission (EEOC) or the California Department of Fair Employment and Housing (DFEH) to report unlawful harassment. You must file a complaint with the DFEH within three years of the alleged unlawful action. The EEOC and the DFEH serve as neutral fact-finders and will attempt to assist the parties to voluntarily resolve their disputes. For more information, contact the Office of Human Resources or the nearest EEOC or DFEH office.

### Filing of Complaints Outside Company

You may file formal complaints of discrimination, harassment, or retaliation with the agencies listed below. Contact these agencies directly for more information about filing processes.

#### **California Department of Fair Employment and Housing**

2218 Kausen Drive, Suite 100

Elk Grove, CA 95758

800-884-1684 (voice), 800-700-2320 (TTY) or California's Relay Service at 711

contact.center@dfeh.ca.gov

<https://www.dfeh.ca.gov> (main website)

<https://www.dfeh.ca.gov/shpt/> (online sexual harassment training courses)

#### **U.S. Equal Employment Opportunity Commission**

450 Golden Gate Avenue 5 West

P.O. Box 36025

San Francisco, CA 94102-3661

800-669-4000 or 510-735-8909 (deaf/hard-of-hearing callers only)

<http://www.eeoc.gov/employees>

### **Religious Accommodation**

The Swimming Swan, LLC is dedicated to treating its employees equally and with respect and recognizes the diversity of their religious beliefs. All employees, unpaid interns, and volunteers may request an accommodation when their religious beliefs cause a deviation from the Company dress or grooming code, or the individual's schedule, basic job duties, or other aspects of employment. The Company will consider the request, but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that the Company will consider are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other employees — when determining a reasonable accommodation. At no time will the Company question the validity of a person's belief.

If you require a religious accommodation, speak with your Management [[or appropriate department]].

### **Wage and Hour Policies**

#### **Accommodations for Nursing Mothers**

The Swimming Swan, LLC is required by law to provide requesting employees that are nursing mothers with certain accommodations to express milk upon request. Accordingly, the Company will provide nursing mothers with:

- Reasonable break time to express milk for their infant child(ren) each time the mother has the need to express milk; and
- A private room or other location in close proximity to their work area, other than a restroom, which is shielded from view and free from intrusion, to express breast milk.

#### Requesting Accommodation

If you have the need for accommodation, contact your Management. If the Company cannot provide break time or a location that complies with the above, the Company will provide you with a written response.

#### Break Times

Regarding break times, you may use your regular paid rest breaks or may take other reasonable break time when needed. If possible, the break time should run concurrently with scheduled meal and rest breaks already provided to you. If the break time cannot run concurrently with meal and rest breaks already

provided or additional time is needed, break times will be unpaid except where federal or state law dictates otherwise.

### Milk Storage

Expressed milk can be stored [[in company refrigerators, refrigerators provided in the lactation room or other location, in a personal cooler]]. [[Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator.]]

### Retaliation

The Company will not retaliate against employees who request or obtain an accommodation in accordance with this policy.

### Right to File Complaint

If you feel the Company is not providing you with adequate break time and/or a place to express milk as provided for in Labor Code § 1030, you may file a report/claim with the Labor Commissioner's Bureau of Field Enforcement (BOFE) at the BOFE office nearest your place of employment. The complaint must be filed within three years of the alleged unlawful action.

In addition, if you believe you have been a victim of retaliation for either asserting a right to lactation accommodation or for complaining to the Labor Commissioner about the failure of the Company to provide this accommodation, you may file a retaliation claim with the Labor Commissioner's Office pursuant to Labor Code § 98.7. This claim must be filed within six months of the alleged retaliation.

## **Meal and Rest Periods**

The Swimming Swan, LLC strives to provide a safe and healthy work environment and comply with all federal and state regulations regarding meal and rest periods. Check with your Management regarding procedures and schedules for meal and rest periods.

The Company requests that employees observe and accurately record meal periods in time and attendance records. If you know in advance that you may not be able to take an uninterrupted scheduled meal or rest period, let your Management know; in addition, notify your Management as soon as possible if you were unable to take or were prohibited from taking an uninterrupted scheduled meal or rest period.

Meal and rest periods are intended to provide employees with an opportunity to be away from work, and employees are not permitted to perform any work during meal and rest periods.

### Meal Periods

If you are nonexempt and work more than five hours in a workday, you will be provided an unpaid, uninterrupted [[30-minute/one-hour]] meal period no later than the end of your fifth hour of work and will be required to "clock out" from the timekeeping system. If you work fewer than six hours in a work day, you may mutually agree with your Management to waive the meal period.

If you are nonexempt and work more than 10 hours in a workday, you will be provided a second unpaid, uninterrupted [[30-minute/one-hour]] meal period no later than the end of your tenth hour of work. Depending on your occupation, if you work no more than 12 hours in a workday and have taken the first meal period, you may mutually agree with your Management to waive the second meal period.

See your Management for procedures related to requesting to waive a meal period in the above circumstances.

### Rest Periods

If you are nonexempt, you will also be provided paid, 10-minute rest periods based on total hours worked daily and you are not required to "clock out" from the timekeeping system. You will receive 10 minutes of

uninterrupted rest time for every four hours of work, or major portion of each four hours worked. Accordingly, if you work:

- Less than three and a half hours, you are not entitled to a rest period.
- Three and a half to six hours, you are entitled to a 10-minute rest period.
- Six to 10 hours, you are entitled to two 10-minute rest periods.
- Ten to 14 hours, you are entitled to three 10-minute rest periods.

Rest periods are to be taken in the middle of the four-hour work period when possible. Rest periods should not be combined or added to meal periods or used to start work later or end work early.

## **One Day Rest in Seven**

In accordance with California law, nonexempt employees are generally permitted, on average, one day of rest for every seven days of work depending upon scheduling and business needs as well as availability and interest in additional hours of work.

## **Overtime**

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your Management.

At certain times The Swimming Swan, LLC may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in disciplinary action, up to and including termination.

If you are nonexempt and work more than eight hours in any workday or more than six days in any workweek, you will be paid overtime at a rate of:

- One and one-half times your regular rate of pay for all hours worked in excess of eight hours up to and including 12 hours in any workday, and for the first eight hours worked on the seventh consecutive day of work in a workweek.
- Two times your regular rate for all hours worked in excess of 12 hours in a workday or in excess of eight hours on the seventh consecutive day of work in a workweek.

If you are nonexempt and work more than 40 hours in a workweek you may be entitled to overtime after any daily overtime hours are subtracted. The same hours are never counted against different overtime limits.

Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

## **Pay Period**

[[The Swimming Swan, LLC pays executive, administrative, and professional employees twice per month on the 15th and last day of then month.

[[Nonexempt/All employees]] are paid every other week on the 15th and last day of the month. If a payday falls on a [[weekend or]] holiday, you normally will be paid on the last business day before the [[weekend or]] holiday.

If you are paid by commission, refer to your commission agreement.

Review your paycheck for accuracy and report any concerns to your Management immediately. If you have been overpaid or underpaid, the error will be corrected as soon as possible.

# Performance, Discipline, Layoff, and Termination

## Disciplinary Process

Violation of The Swimming Swan, LLC policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. The Company encourages a system of progressive discipline depending on the type of prohibited conduct. However, the Company is not required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis.

In appropriate circumstances, management will first provide you with a verbal warning, then with one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, forced leave, or termination of employment. Your Management will make every effort possible to allow you to respond to any disciplinary action taken. Understand that while the Company is concerned with consistent enforcement of our policies, we are not obligated to follow any disciplinary or grievance procedure and that depending on the circumstances, you may be disciplined or terminated without any prior warning or procedure.

## Benefits

### California Family Rights Act (CFRA) Leave

The Swimming Swan, LLC provides unpaid family and medical leave to eligible employees in accordance with the California Family Rights Act (CFRA).

#### Eligibility

To be eligible for CFRA leave:

- You must have been employed for at least 12 months (52 weeks) with the Company prior to beginning CFRA leave; and
- You must have worked for the Company at least 1,250 hours during the 12-month period immediately before the leave is to start (with exception).

#### Reasons for Leave

You may take CFRA leave for the following reasons:

- The birth of a child, or adoption or foster care placement of a child with you.
- To care for your own or your family member's serious health condition (not including disability due to pregnancy, childbirth, or related medical conditions).
- A qualifying exigency related to your spouse, domestic partner, child, or parent who is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty).

**Family member** means your child, parent, grandparent, grandchild, sibling, spouse, or domestic partner.

**Child** means a biological, adopted, or foster child, a stepchild, a legal ward, a child of a domestic partner, or a person to whom you stand in loco parentis.

**Parent** means a biological, foster, or adoptive parent, a stepparent, a legal guardian, or other person who stood in loco parentis to you when you were a child.

**Sibling** means a person related to another person by blood, adoption, or affinity through a common legal or biological parent.

### Leave Usage

Eligible employees may take up to 12 workweeks of leave per leave year. For purposes of this policy, the leave year is [[the calendar year, any fixed consecutive 12-month period, the 12-month period measured forward from the day CFRA leave began, or a rolling 12-month period that is measured backward from the date any CFRA leave is used]].

You [[are required/may elect]] to use any accrued vacation time or other paid accrued time off that you are eligible to take during the otherwise unpaid portion of the CFRA leave. You also [[are required/may elect]] to use any accrued sick leave that you are eligible to take during the otherwise unpaid portion of CFRA leave if the CFRA leave is for your own serious health condition, a qualifying exigency, or any other reason mutually agreed to between you and the Company.

CFRA leave will run concurrently with other federal/state laws where permitted by law.

### Intermittent Leave

When medically necessary, leave may be taken on an intermittent or a reduced work schedule.

### Notice

If the need for leave is foreseeable (such as the birth of a child or planned medical treatment), you must provide reasonable advance notice and make a reasonable effort to schedule leave so that it will not unduly disrupt Company operations. If unforeseeable, provide notice as soon as practical. Notice should include the anticipated timing and duration of the leave.

Failure to comply with these notice rules is grounds for, and may result in, deferral of the request for leave until you comply with the notice requirement.

### Certification

Where leave is requested for your own or a covered family member's serious health condition, the Company may require you to provide certification from your or their health care provider.

If leave is for your own serious health condition, certification must include:

1. The date on which the serious health condition commenced.
2. The probable duration of the condition.
3. A statement that, due to the serious health condition, you are unable to perform the function of your position.

If leave is for a covered family member's serious health condition, certification must include:

1. The date on which the serious health condition began.
2. The probable duration of the condition.
3. An estimate of the amount of time that the health care provider believes you are needed to care for the family member.
4. A statement that the family member's serious health condition requires you to provide care during the period of treatment or supervision.

The Company may require subsequent recertification of your own serious health condition if additional leave is required.

If the Company has reason to doubt the validity of the certification provided, the Company may require, at its own expense, that you obtain a second opinion from a health care provider, designated or approved by the Company. If the second opinion differs from the original certification, the Company may again require, at its own expense, that you obtain a third opinion from a different health care provider, designated or approved jointly by you and the Company. The third opinion will be considered final and binding.

### Return to Work

If you take leave for your own serious health condition, you must obtain certification from your health care provider that you are able to resume work.

### Reinstatement

Upon return to work at the end of leave, you will be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken. You may not, however, be entitled to discretionary raises, promotions, bonus payments, or other benefits that become available during the period of leave.

### Benefits

If the Company provides you with health benefits under a group health plan, the Company will maintain and pay for your health coverage [[for up to 12 weeks]] at the same level and under the same conditions as coverage would have been provided if you had not taken CFRA leave.

### Failure to Return to Work

If you fail to return to work or fail to request an extension of leave prior to the expiration of the leave, you will be considered to have voluntarily terminated your employment. If you fail to return from leave, the Company may require reimbursement of the health insurance premiums paid during the leave under certain circumstances.

### Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

## **Crime Victim Leave**

The Swimming Swan, LLC provides employees who are the victim of a violent felony or serious felony (or the family member of a victim of a violent felony or serious felony) with unpaid leave in order to attend judicial proceedings related to the crime. A family member under this policy includes a spouse, domestic partner, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, or stepfather.

When the need for leave is foreseeable, you must provide documentation of the scheduled proceeding. Such notice is typically given to the victim of the crime by a court or government agency setting the hearing, a district attorney or prosecuting attorney's office, or a victim/witness office. If advance notice is not possible, you must provide appropriate documentation within a reasonable time after the absence.

Any absence from work to attend judicial proceedings will be unpaid, unless you choose to take paid time off, such as accrued vacation or personal holiday.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

## **Disability Insurance**

If you are unable to work for at least eight days due to a non-work-related illness or injury, or a pregnancy-related disability, you may be eligible for disability insurance benefits. Disability insurance is a component of California's State Disability Insurance (SDI) program, which is administered by the California Employment Development Department (EDD) and is funded by workers through SDI payroll deductions. Disability insurance provides eligible employees with up to 52 weeks of partial wage replacement benefits. Benefit amounts are based on a percentage of your wages paid during a specific 12-month base period, determined by the date your claim begins.

To apply for this benefit, you must provide written notice of the disability, including a doctor's certificate stating the nature of the disability and your expected date of return to work.

The SDI program does not create a right to a leave of absence, job protection, or job reinstatement.

You are responsible for filing your claim and other forms promptly and accurately with the EDD. To learn more about the SDI program, including eligibility requirements and benefits, or to make a claim for DI benefits, contact the EDD ([www.edd.ca.gov](http://www.edd.ca.gov)).

The Swimming Swan, LLC will be notified that you have submitted a disability insurance claim.

## **Jury Duty Leave**

The Swimming Swan, LLC encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your Management as soon as possible to make scheduling arrangements.

If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, you will not be compensated for time spent on jury duty. You may opt to use [[PTO/vacation]] in place of unpaid leave.

The Company reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

## **Paid Family Leave Insurance**

California's Paid Family Leave (PFL) insurance program provides eligible employees with up to eight weeks of partial wage replacement in any 12-month period to take time off from work to:

- Bond with a new child (either by birth, adoption, or foster care placement);
- Care for a seriously ill family member (child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner); or
- Participate in a qualifying exigency related to the covered active duty, or call to covered active duty, of your spouse, domestic partner, child, or parent in the U.S. Armed Forces.

The 12-month period begins on the day a claim is submitted.

PFL insurance is funded entirely by workers through state disability insurance (SDI) payroll deductions. If you are currently receiving benefits from SDI or workers' compensation insurance, you may not be eligible to receive PFL benefits. The California PFL insurance program does not create a right to a leave of absence, job protection, or job reinstatement.

The PFL insurance program makes benefits available to eligible employees through the California Employment Development Department (EDD). Apply for PFL insurance directly with the EDD. Contact the EDD for information on eligibility or to obtain a claim form. Medical and other documentation may be required.

## **Paid Sick Leave (Accrual Method)**

The Swimming Swan, LLC provides paid sick leave to all eligible employees in accordance with California's Healthy Workplaces, Healthy Families Act.

### Eligibility

All employees who have worked in California for at least 30 days within a year after beginning employment are entitled to earn sick leave.

### Reasons for Leave

Sick leave may be taken for the following reasons:

- The diagnosis, care, or treatment of an existing health condition or preventive care for you or your family member.

- To seek care, psychological counseling, shelter or support services, safety-related measures, or any relief, including restraining orders, to help ensure your own or your child's health, safety, or welfare if you or your child is a victim of domestic violence, sexual assault, or stalking.

**Family member** means:

- Your children (including biological, adopted, or foster children, legal wards, children of a domestic partner, or children for whom you stand in loco parentis).
- Your spouse or registered domestic partner.
- Your parents or your spouse or registered domestic partner's parents (including biological, foster, and step parents; adoptive parents; legal guardians; or persons who stood in loco parentis when you, or your spouse or domestic partner, was a minor child).
- Your grandparents.
- Your grandchildren.
- Your siblings.

### Accrual and Usage

Eligible employees begin to accrue sick leave upon employment at a rate of one hour for every 30 hours worked and may begin using accrued leave on the 90th day of employment.

You may not use more sick leave than you have accrued or receive an advance of sick leave that has not yet been accrued. Earned but unused sick leave will carry over to the following leave year up to a maximum of 48 hours (six days). For purposes of this policy the leave year is [[any consecutive 12-month period (e.g., calendar year, fiscal year, employee work anniversary, etc.)]].

You may only use up to 24 hours (three days) of your available earned paid sick leave per leave year. Paid sick leave may be taken in no less than two-hour increments.

### Notice

If your need for leave is foreseeable, you must provide as much advance notice as possible. If unforeseeable, provide notice as soon as practical.

### Documentation

The Company may request documentation verifying the appropriate use of leave.

### Payment Upon Termination

You will not be paid for any unused sick leave when your employment ends.

### Reinstatement of Sick Leave Upon Rehire

The Company will reinstate previously accrued, unused sick leave if you separate and are rehired within one year.

### Interaction with Other Leave

Sick leave will run concurrently with other types of leave where permitted under applicable law.

### Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

## **Paid Sick Leave (Frontloading Method)**

The Swimming Swan, LLC provides paid sick leave to all eligible employees in accordance with California's Healthy Workplaces, Healthy Families Act.

### Eligibility

All employees who have worked in California for at least 30 days within a year after beginning employment are entitled to receive sick leave.

### Reasons for Leave

Sick leave may be taken for the following reasons:

- The diagnosis, care, or treatment of an existing health condition, or preventive care for you or your family member.
- To seek care, psychological counseling, shelter or support services, safety-related measures, or any relief, including restraining orders, to help ensure your own or your child's health, safety, or welfare if you or your child is a victim of domestic violence, sexual assault, or stalking.

**Family member** means:

- Your children (including biological, adopted, or foster children, legal wards, children of a domestic partner, or children for whom you stand in loco parentis).
- Your spouse or registered domestic partner.
- Your parents or your spouse or registered domestic partner's parents (including biological, foster, and step parents; adoptive parents; legal guardians; or persons who stood in loco parentis when you, or your spouse or domestic partner, was a minor child.
- Your grandparents.
- Your grandchildren.
- Your siblings.

### Amount of Leave and Usage

Eligible employees are provided with 24 hours of paid sick leave at the beginning of each leave year. For purposes of this policy the leave year is [[any consecutive 12-month period (e.g., calendar year, fiscal year, employee work anniversary, etc.)]]. [[IF YOUR COMPANY LEAVE YEAR IS NOT BASED ON EACH EMPLOYEE'S WORK ANNIVERSARY, INCLUDE THE FOLLOWING: If you started employment after the beginning of the leave year, you will be provided a corresponding amount of paid sick leave as required by law.]] You will not be allowed to carry over any unused leave to the next leave year.

You must work 90 days before you can use paid sick leave. Any unused sick leave expires at the end of the leave year and does not carry over to the following leave year.

You may only use 24 hours (three days) of paid sick leave per leave year. Paid sick leave may be taken in no less than two-hour increments.

### Notice

If your need for leave is foreseeable, you must provide as much advance notice as possible. If unforeseeable, provide notice as soon as practical. If known, notice should include the expected length of the absence.

### Documentation

The Company may request documentation verifying the appropriate use of leave.

### Payment Upon Termination

You will not be paid for any unused sick leave when your employment ends.

### Reinstatement of Sick Leave Upon Rehire

The Company will reinstate previously accrued, unused sick leave if you separate and are rehired within one year.

### Interaction with Other Leave

Sick leave will run concurrently with other types of leave where permitted under applicable law.

### Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

## **Pregnancy Disability Leave**

If you are disabled by pregnancy, childbirth, or a related medical condition, The Swimming Swan, LLC will provide you with up to four months of unpaid pregnancy disability leave (PDL).

### Eligibility

To be eligible for PDL, you must suffer from a pregnancy-related disability. A **pregnancy-related disability** is a physical or mental condition related to pregnancy or childbirth that prevents you from performing the essential duties of your job, or would cause undue risk to you or your pregnancy's successful completion.

Conditions for which PDL is available include, but are not limited to:

- Severe morning sickness.
- Prenatal or postnatal care.
- Doctor ordered bed rest.
- Gestational diabetes.
- Pregnancy-induced hypertension.
- Preeclampsia.
- Post-partum depression.
- Lactation conditions such as mastitis.
- Loss or end of pregnancy.
- Recovery from loss or end of pregnancy.

### Use of Leave

PDL may be taken before or after birth during any period of time (not to exceed four months) where you are physically unable to work due to your pregnancy-related disability. You may take PDL all at once or intermittently.

Where applicable under state and federal law, employees who qualify and are entitled to take PDL may also be eligible for leave under the California Family Rights Act (CFRA) and the federal Family and Medical Leave Act (FMLA). PDL and FMLA run concurrently. CFRA leave will be counted separately from PDL. CFRA leave will also be counted separately from FMLA leave taken for pregnancy disability, childbirth, or related medical conditions. An additional 12 weeks of bonding leave may also be available to qualified individuals. Speak with your Management about your eligibility for these leaves.

### Notice and Leave Request Process

#### Foreseeable Need for Leave

If the need for leave is foreseeable because of an expected birth/adoption or planned medical treatment, you must give at least 30 days' notice. If 30 days' notice is not practicable, give notice as soon as possible. You are expected to complete and return a leave request form prior to the beginning of leave. Failure to provide appropriate notice and/or complete and return the necessary paperwork will result in the delay or denial of leave.

#### Unforeseeable Need for Leave

If the need for leave is unforeseeable, provide notice as soon as practicable and possible under the facts of the particular case. Normal call-in procedures apply to all absences from work including those for which leave under this policy may be requested. Complete and return the necessary leave request form as soon as possible to obtain the leave. Failure to provide appropriate notice and/or complete and return the necessary paperwork on a timely basis will result in the delay or denial of leave.

### Leave Request Process

To request leave under this policy, obtain a leave request form from your Management [[or appropriate department]] and return the completed form to [[appropriate department]]. If the need for leave is unforeseeable and you will be absent more than three days, contact [[appropriate department]] by telephone and request that a leave form be mailed to your home. If leave will be fewer than three days, complete and return the leave request form upon returning to work.

#### Call-In Procedures

In all instances of absence, follow the call-in procedures and standards established for giving notice of absence from work.

#### Paid Leave Utilization During Pregnancy Leave

You will be required to use available sick leave during PDL; however, you may opt to use any available [[PTO/vacation]] during your PDL in order to receive compensation.

If you are on PDL for eight or more consecutive calendar days, you may be eligible for partial wage replacement benefits under the California State Disability Insurance (SDI) program. You are responsible for applying for these benefits and can obtain forms from your health care provider.

#### Certification and Fitness for Duty Requirements

When requesting PDL, you must provide certification from a health care provider to qualify for leave. Such certification must be provided within 15 days of the request for leave unless it is not practicable under the circumstances despite your diligent efforts. Failure to provide certification may result in leave being delayed, denied, or revoked. At the discretion of the Company, you may also be required to obtain a second and third certification from another health care provider at Company expense (except for military care leave). Recertification of the continuance of a serious health condition or an injury/illness of a military service member will also be required at appropriate intervals.

#### Temporary Transfer and Other Accommodations

If you are suffering from a pregnancy related disability, you are entitled to a temporary transfer to another position or other reasonable accommodation based on the pregnancy-related disability if you request the transfer or reasonable accommodation and the request is based on the medical certification of a health care provider that a transfer or reasonable accommodation is medically advisable, and the request can be reasonably accommodated by the Company. All employees who are transferred to accommodate a pregnancy-related disability have the same reinstatement and other rights described below with respect to pregnancy-related disability leaves.

The Company may also require you to transfer temporarily to an available alternative position with the same pay and benefits in order to accommodate your need for intermittent leave or a reduced work schedule.

#### Benefits

If the Company provides you with health benefits under a group health plan, the Company will maintain and pay for your health coverage at the same level and under the same conditions as coverage would have been provided if you had not taken pregnancy disability leave. If you do not return to work at the end of your pregnancy disability leave, the Company may recover the payment for your premiums under certain circumstances.

#### Return to Work

Upon returning to work at the end of leave, you will be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken. You may not, however, be entitled to discretionary raises, promotions, bonus payments, or other benefits that become available during leave.

At the completion of PDL, you will be required to obtain a release to return to work from your health care provider stating that you are able to resume your original job or duties.

### Failure to Return

If you fail to return to work or fail to make a request for an extension of leave prior to the expiration of the leave, you will be deemed to have voluntarily terminated your employment.

### Alternative Employment

While on leave of absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by the Company. If you are on a leave of absence and are found to be working elsewhere without permission, you will be automatically terminated.

### False Reason for Leave

You will be terminated if you provide a false reason for a leave.

### Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

## **Voting Leave**

If your work schedule prevents you from voting on Election Day, The Swimming Swan, LLC will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your Management, consistent with applicable legal requirements.

## **Witness Leave**

If you are required by law to appear in court as a witness, you may take unpaid time off to do so, provided you give The Swimming Swan, LLC reasonable advance notice.

## **Safety and Loss Prevention**

### **Heat Illness Prevention**

The Swimming Swan, LLC is committed to complying with all applicable laws and ensuring that employees avoid heat illness while working outside. Heat illness may begin with mild symptoms and progress quickly to signs of serious and life-threatening illness. All employees who work outdoors and are reasonably anticipated to be exposed to the risk of heat illness will be provided detailed training before starting work involving a risk of heat illness.

This policy ensures that employees working outdoors understand they are allowed and encouraged to take preventative cool-down rest periods in provided shaded areas whenever they feel the need to protect themselves from overheating.

[[For employees employed in agriculture, when temperatures reach 95 degrees Fahrenheit or higher, the Company will ensure that employees take a minimum 10-minute preventative cool-down rest period every two hours. If the workday extends beyond eight hours, an additional cool-down rest period will be provided at the end of the eighth hour of work. If the workday extends beyond 10 hours, another cool-down rest period will be provided at the end of the 10th hour of work.]]

You may also be asked to take a cool-down rest period if you are observed having any signs of heat illness. Access to shade is permitted at all times. Cool-down periods are not limited in frequency and are considered time worked.

When taking a preventative cool-down rest period:

- You will be monitored and asked if you are experiencing any symptoms of heat illness.

- You will be encouraged to remain in the shade.
- You will not be ordered back to work until any signs or symptoms of heat illness have abated, but in no event sooner than five minutes after accessing shade, excluding the time needed to access the shade.

The Company provides fresh, pure, and suitably cool drinking water at no charge. When the work environment is hot, you are encouraged to frequently drink small cups of water, with up to four cups (one quart or more) per hour recommended, to stay hydrated.

The Company has in place effective emergency response procedures if you show signs or report symptoms of heat illness while taking a preventative cool-down rest period.

You must immediately report to your Management if you experience any symptoms or signs of heat illness or see signs of heat illness in co-workers so that the Company can respond with medical attention, as appropriate.

The Company will not discriminate or retaliate against employees who take preventative cool-down rest periods in accordance with this policy.

## **Workplace Smoking**

The Swimming Swan, LLC is concerned about the effect that smoking and secondhand smoke inhalation can have on its employees and clients. Smoking in the office, client areas, and restrooms is prohibited.

## **Trade Secrets and Inventions**

### **Inventions**

As necessary, employees will receive a separate notification outlining the ownership of any inventions created by them.

## **Closing Statement**

Thank you for reading our handbook. We hope it has provided you with an understanding of our mission, history, and structure as well as our current policies and guidelines. We look forward to working with you to create a successful Company and a safe, productive, and pleasant workplace.

Melissa Swanson, Founder/CEO

The Swimming Swan, LLC

## Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received a copy of the The Swimming Swan, LLC Employee Handbook (handbook) and that I have read it, understand it, and agree to comply with it. I understand that the Company has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the handbook at any time with or without notice. No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify this handbook. Changes can only be made if approved in writing by the [[position or title]] of the Company. I also understand that any delay or failure by the Company to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of the Company or affect the right of the Company to enforce such rule, regulation, or procedure in the future.

I understand that neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized Company representative, I am employed "at-will" (to the extent permitted by law) and this handbook does not modify my "at-will" employment status.

If I am covered by a written employment agreement (signed by an authorized Company representative) or a collective-bargaining agreement that conflicts with the terms of this handbook, I understand that the terms of the employment agreement or collective-bargaining agreement will control.

This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA).

This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by The Swimming Swan, LLC.

If I have any questions about the content or interpretation of this handbook, I will contact 8448437926.

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Signature

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Date

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Print Name