



EMPLOYEE HANDBOOK

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A. INTRODUCTION & CONDITIONS OF EMPLOYMENT

Welcome

Welcome to AIR CRE (hereafter, "AIR CRE" or the "Association"). We hope that you will find your employment with the Association to be both challenging and satisfying.

This Employee Handbook is being provided to you in order to acquaint you with AIR CRE, offer general guidelines to your employment, and summarize many of the Association's policies and benefits. It is intended to be a resource to you throughout your employment with AIR CRE. If you have any difficulty reading or understanding any portion of this Employee Handbook, please speak with the Chief Operating Officer and assistance will be provided to you.

This Handbook is not a contract for employment, with the exception of the At-will Agreement.

The policies and benefits contained herein may be updated, added to, changed or rescinded from time to time, as AIR CRE may deem appropriate or necessary, with the exception of the At-will Agreement, which may be altered only by an express agreement that is signed by the Executive Director or the Chairman of the Board of Directors. When material changes occur, you will be notified in writing. The policies contained in this Employee Handbook supersede all policies previously issued by the Association regarding the subject matter contained in this Handbook.

Please note, none of the statements or provisions of this Handbook is intended to restrict or prohibit you from engaging in protected, concerted activity under the National Labor Relations Act.

As a condition of your employment, you are required to read, understand and agree to abide by the provisions contained in this Handbook, and to execute and turn in the Acknowledgement at the end of this Handbook. Should you have any questions concerning your employment, please feel free to speak with the Chief Operating Officer.

At-Will Agreement

Employment with AIR CRE is "at-will," which means that both you and AIR CRE have the right to terminate your employment at any time, with or without cause and with or without prior notice. One purpose of this Handbook is to make clear your right to resign, and AIR CRE's right to terminate or modify your employment at any time. In addition, AIR CRE may change your duties, compensation or hours, or transfer, reassign, promote, demote, suspend or otherwise change the terms and conditions of your employment (other than the at-will relationship), with or without cause or prior notice. The implementation of disciplinary procedures or warnings does not alter the at-will status of any employee.

The at-will relationship may not be changed by any person, statement or conduct, whether express or implied, other than by a written agreement that expressly alters the at-will status and is signed by the Executive Director. This is an integrated statement of the at-will employment relationship.

You must understand and accept this at-will relationship as an integral part of your employment with AIR CRE. Once again, if you have any questions regarding this policy or your employment with AIR CRE, please feel free to speak to the Chief Operating Officer.

Conditions of Employment

Your offer of employment with AIR CRE is conditioned upon the following:

- Completion of I-9 form, which requires submission of valid documentation that confirms identity and authorization to work in the United States (such as a current driver's license and social security card), and re-submission upon expiration of such documentation;
- Satisfactory completion of reference and/or background checks; and
- Reading this Handbook, and executing and turning in the Acknowledgement at the end of the Handbook.

In addition, as a condition of employment and continued employment, all employees who required to drive in the performance of their duties must furnish AIR CRE with a copy of the employee's current, valid California driver's license and proof of insurance. AIR CRE's insurance carrier will also check the employee's Department of Motor Vehicles (DMV) records at the time of employment or placement into a position that may involve driving, and periodically thereafter. Employees in positions that require driving who do not have a current, valid license and insurance, are uninsurable, or may cause the Agency's insurance premiums to increase (based on the standards of the insurance carrier) due to an unsatisfactory DMV record may not be permitted to continue to drive in the course of performing job related duties, which may result in the termination of employment.

Please be advised that any adverse information that is learned before or during your employment may result in the withdrawal of the offer, or termination, of employment. Such information may include, but is not limited to, information regarding unlawful conduct in connection with prior employment or any history of violent conduct. In addition, falsification of any information on your employment application or other documents may result in the withdrawal of the offer, or termination of employment (at any time).

All employees must complete a Federal W-4 form for tax withholding. Please note that AIR CRE is required to send a copy of the form to the California Franchise Tax Board, which will conduct an investigation, if you (a) claim 10 or more withholding allowance, (b) claim to be exempt from income tax withholding, (c) significantly alter the form, or (d) admit that your form contains false information.

If you have any questions about any of the terms and conditions of your employment with AIR CRE, please see the Chief Operating Officer or the Executive Director.

Equal Opportunity Employer

AIR CRE is an equal opportunity employer. When making hiring and employment decisions, AIR CRE does not discriminate on the basis of race, color, national origin, ancestry, religion (including religious belief, observation, dress and grooming), sex, gender (including gender identity, transgender and gender expression), sexual orientation, political affiliations or activities, military service/veteran status, marital status, pregnancy (including childbirth, breastfeeding and related medical conditions), age (40 and above), physical or mental disability (including HIV and AIDS), medical condition (cancer and genetic information or characteristics), or any other legally protected basis.

Our management is dedicated to ensuring the fulfillment of this policy with respect to the recruitment and hiring of candidates for employment, the terms and conditions of employment, and the training, placement, transfer, promotion, demotion, layoff, termination, compensation, employee benefits, working conditions, classification, referral and the general treatment of all employees.

If you believe that you may have experienced or witnessed, or have otherwise become aware of, possible discrimination, please immediately report your concerns to the Chief Operating Officer. If the Chief Operating Officer is not available, or you are more comfortable reporting the matter to another member of senior management, please do so. Failure to report your concerns and provide the necessary information prevents the Association from taking the appropriate steps to investigate, prevent and/or correct such situations. AIR CRE prohibits retaliation against any person who opposes, reports or assists another person in reporting suspected discrimination.

Open Door Policy

One of the key ingredients to success is a policy and practice of open communication between management and employees. Management cannot know of your concerns, questions or suggestions unless they are brought to its attention. An open door policy exists to promote communication, resolve concerns, answer questions, and evaluate and act on suggestions that may benefit AIR CRE and its employees.

For this reason, if you have a work-related problem, AIR CRE encourages you to discuss it in person with your Department Manager as soon as possible. If the problem is not resolved to your satisfaction, or if you do not feel comfortable discussing the issue with your Department Manager, you may speak with, or submit a written complaint to, the Chief Operating Officer or the Executive Director. Nothing in this policy is intended to prohibit you from raising your concerns through additional or alternate means. Again, the goal is to address any issues as soon as possible, and to prevent the continuation of work-related problems, misunderstandings, questions or difficulties that perpetuate unresolved workplace challenges. The Association's objective is to ensure a workplace in which employees feel safe and comfortable communicating their concerns.

Open Communication / Non-Retaliation Policy

It is AIR CRE's intention to comply fully with all rules, regulations and laws applicable to AIR CRE's business. To this end, each individual must know and understand how to report any activity that he or she reasonably suspects may be unsafe, illegal, unethical, fraudulent, inappropriate, or in violation of any Association policy ("Violation"). This policy is intended to encourage and enable anyone to report concerns within the Association, and applies to any matter that is related to the Association or its business activities.

If you have reason to believe that any Violation may have occurred, the Association expects and encourages you to come forward, without delay, to report the matter to your Department Manager or the Chief Operating Officer. If these individuals are not available, or you are more comfortable reporting the matter to another member of senior management, please do so. Your initial report may be verbal or written, and should explain the facts and identify relevant individuals involved, including potential witnesses. Failure to report your concerns and provide the necessary information prevents the Association from taking the appropriate steps to investigate, prevent and/or correct such situations.

In addition, the Association strictly prohibits retaliation against any person who reports a suspected Violation, assists another person in reporting a suspected Violation, or participates in good faith in any investigation of a suspected Violation. Individuals who come forward and participate in good faith will be protected from retaliation for having done so. If you have reason to believe that any adverse action or retaliation has occurred, to you or to someone else as a result of such activities, please immediately notify the Chief Operating Officer. If the Chief Operating Officer is not available, or you are more comfortable reporting the matter to another member of senior management, please do so. Retaliation will not be tolerated.

The Association considers these matters, and these investigations, to be extremely serious. Any person who makes or causes to be made any knowingly false or fraudulent statement or misrepresentation in either reporting a violation or during an investigation will be subject to disciplinary action, up to and including termination of employment.

B. GENERAL POLICIES AND STANDARDS

General Standards of Conduct

To ensure orderly operations and provide the best possible work environment, AIR CRE requires that employees follow rules of conduct that will protect the interests of AIR CRE and the safety of its employees. Although it is not possible to list all the forms of behavior that are considered unacceptable in the workplace, the following are examples of infractions that may result in disciplinary action, up to and including immediate termination of employment:

- Any unlawful conduct;
- Violation or abuse of any Association policy, procedure or benefit;
- Any conduct that puts personal interests over the best interests of the Association or its clients;
- Violation of any safety or health standards, including OSHA and Cal-OSHA requirements;
- Theft, which includes any unauthorized possession, removal or use of Association or client property or information;
- Falsification or material omission of information on employment application, time records or any Association document;
- Unauthorized use or disclosure of business “secrets” or Confidential Information belonging to the Association, its employees or clients including but not limited to documents, forms, client lists, keys, or equipment;
- Repeated, patterned or unauthorized tardiness and/or absence;
- Sleeping while on duty;
- Negligent or improper conduct leading to the likelihood of or actual damage to Association or client property;
- Gambling of any kind during work time or on Association premises;
- Intentional or negligent violation of safety or health standards;
- Possession, sale or use of dangerous or unauthorized materials, including any controlled substance, alcohol, unauthorized medication, weapon, explosive or firearm in the workplace, or on Association property, or anywhere while conducting any Association business;
- Working while under the influence of alcohol or any other controlled substance;
- Fighting, threatening violence, or attempting to cause any injury to another, including contributing to or encouraging violent or injurious behavior;
- Insubordination or other unprofessional, disrespectful or uncooperative conduct;
- Engaging in excessive personal activities during work time, including personal use of Association telephones or computers, or use of personal cell phones other than during authorized rest breaks and meal periods;
- Unsatisfactory job performance or inappropriate workplace behavior;
- Refusal to sign disciplinary or policy documents; or
- Unprofessional conduct, including discrimination, harassment, retaliation or other misconduct that may disrupt or interfere with the workplace.

The above list is not all-inclusive, and may be revised at any time. Notwithstanding the foregoing rules of conduct, employment with AIR CRE is strictly at-will and may be terminated at any time, with or without cause and with or without notice.

Employee Honesty Policy

AIR CRE entrusts employees with its assets and property, as well as client assets and property, on a daily basis. Consequently, we carefully select staff members based on a variety of criteria, including background and reference checks, documentation and personal interviews. Once hired, it is our expectation and belief that every employee is committed to the success of the Association, as this is the best assurance of continued employment opportunities for everyone.

For this reason, employee dishonesty and theft are considered very serious violations for which the Association maintains a zero tolerance policy. Dishonesty includes: (a) any misleading, deceptive or untruthful statement; or (b) any omission or concealment involving a matter of concern to the Association. Employee theft includes any unauthorized possession, removal or use of Association or client property, money or Confidential Information.

If you believe that you may have witnessed, or have otherwise become aware of, possible employee dishonesty or theft, please promptly report your concerns to the Chief Operating Officer. If the Chief Operating Officer is not available, or you are more comfortable reporting the matter to another member of senior management, please do so. If the Association has reason to believe that any employee has engaged in dishonesty or theft, an investigation will be promptly conducted. Any employee who is reasonably believed to have been involved may be suspended (without pay) for the duration of the investigation. If the investigation results in a finding of misconduct, including but not limited to employee dishonesty or theft, all involved employees will be subject to disciplinary action up to and including termination of employment. If applicable, the matter may be referred to law enforcement for criminal prosecution.

Policy Against Discrimination and Harassment

AIR CRE is committed to providing a work environment free of discrimination or harassment. By this policy, the Association prohibits not only discriminatory or harassing conduct that is severe or pervasive enough to be unlawful, but also inappropriate and unprofessional conduct, even if it is not severe or pervasive enough to violate state or federal law.

AIR CRE maintains a strict policy prohibiting discrimination and/or harassment based upon race, color, national origin, ancestry, religion (including religious belief, observation, dress and grooming), sex, gender (including transgender, gender identity and gender expression), sexual orientation, political affiliations or activities, military service/veteran status, marital status, pregnancy (including childbirth, breastfeeding, and related medical conditions), age (40 and above), physical or mental disability (including HIV and AIDS), medical condition (cancer and genetic information or characteristics), or any other legally protected basis. The Association will not tolerate discrimination or harassment based on any category protected by law, or any abusive, disrespectful or otherwise inappropriate conduct, whether by or toward a supervisor, subordinate or co-worker. This policy also prohibits harassment by or toward third parties, including applicants, independent contractors, clients, interns, volunteers, and vendors.

This policy against harassment includes a prohibition on sexual harassment, or any conduct that may be perceived as harassment, which may include conduct between members of the opposite or same gender. Sexual harassment comes in many forms – such as verbal, physical, visual or written (including email) – and may include, but is not limited to, conduct such as:

- Unwelcome sexual advances;
- Offering any employment benefit in exchange for sexual favors;
- Conditioning any term or condition of employment upon participation in any sexual conduct;

- Making, threatening or engaging in any form of reprisal in connection with a negative response to any sexual advance;
- Verbal conduct such as teasing, starting or repeating rumors, discussing sexual subject matter, or making derogatory, degrading, harassing or sexually suggestive jokes, slurs, comments, remarks or epithets;
- Visual conduct such as leering, staring, sexual gestures or facial expressions, displaying or distributing derogatory or sexually suggestive material such as depictions, emails, faxes, text messages, "sexting," or other writings, documents or communications;
- Physical conduct such as touching, massaging (or requesting that an employee engage in touching or massaging), hugging, kissing, invading personal space, blocking or interfering in any way with another's movement or work, or any assault upon another;
- Displaying, distributing or bringing onto AIR CRE premises sexually suggestive or otherwise inappropriate or harassing depictions, books, magazines, recordings or other materials;
- Engaging in any gender-based intimidating, threatening, aggressive or "bullying" conduct; or
- Any gender or sexually based conduct that has the purpose or effect of interfering with another's work, or of creating a hostile or offensive work environment.

The above list is not all-inclusive, but illustrates inappropriate conduct, which will not be tolerated.

AIR CRE needs, expects and encourages you to come forward, without delay, should you suspect that any discrimination or harassment has occurred. If you believe that you may have experienced or witnessed, or have otherwise become aware of, possible discrimination or harassment, please immediately report your concerns to the Chief Operating Officer, the Executive Director or another member of senior management with whom you feel comfortable. Any manager who learns of a potential violation must immediately notify the Chief Operating Officer or Executive Director. Your prompt report will enable AIR CRE to investigate and, if appropriate, take prompt, remedial action. Failure to report your concerns and provide the necessary information prevents the Association from taking the appropriate steps to prevent and/or correct such situations. A complaint may be filed with the Equal Employment Opportunity Commission or the Department of Fair Employment and Housing within one year of the suspected discrimination or harassment. Contact information is listed in the telephone book or on the Internet on the agencies' websites.

AIR CRE will promptly investigate reported violations of this policy, will fairly review all information and evidence received, and will reach unbiased conclusions as quickly as reasonably possible. In order to conduct a fair investigation, confidentiality cannot be promised, however, AIR CRE will endeavor to respect confidentiality to the extent reasonably possible. Anyone who makes, or causes to be made, any knowingly false statement will be subject to termination of employment. Appropriate corrective action will be taken if it is found that discrimination, harassment or any inappropriate (or unlawful) conduct has occurred, up to and including termination of employment.

AIR CRE prohibits retaliation against anyone who opposes, reports or assists another person in reporting, suspected discrimination or harassment. Employees who come forward in good faith to report any incident of suspected discrimination or harassment, or who participate in good faith in an investigation of reported misconduct, will be protected from retaliation for having done so. The Association needs, expects and encourages you to come forward, without delay, should you suspect that any form of retaliation has occurred. Retaliation will not be tolerated.

Anyone who engages in conduct in violation of this policy will be subject to disciplinary action, up to and including termination employment. In addition, anyone who engages in harassment may be held personally liable for such conduct, and subject to monetary damages. Misconduct of this nature is not condoned and is not within the course and scope of employment, therefore, AIR CRE reserves the right not to provide a defense or pay damages assessed against anyone based on conduct in violation of this policy, as permitted by law.

AIR CRE takes such matters very seriously. Please do not hesitate to speak with the Chief Operating Officer if you have any questions or concerns.

Employment of Relatives and Personal Relationships

Employment of Relatives

AIR CRE is dedicated to the ideal of a workplace free of discrimination and conflicts of interest of any kind. With that in mind, AIR CRE has established the following policies in an effort to avoid any such conflicts involving potential or actual nepotism or favoritism.

No employee with supervisory authority shall hire, employ or supervise any relative or any person with whom the employee resides without the express authorization of the Chief Operating Officer. Relatives may be authorized to work for the Association, as long as they are not hired, employed or supervised by a relative. In the event of any change in circumstances that would result in a violation of this policy, such as by marriage, co-habitation or promotion to supervisory position, the affected employees must immediately advise the Chief Operating Officer of the change for a determination as to whether there will be a change in the reporting relationship.

Any personal relationship that is brought into the workplace, or that interferes in any way with the work of the employee(s) or others, may result in termination of employment of the employee(s).

Relationships

The situation of a consensual intimate relationship between an employee and a supervisor, subordinate or co-worker may, in some cases, cause a conflict of interest. In addition, the situation of a consensual intimate relationship between an employee and an independent contractor, vendor, competitor, customer, member, networking partner or other individual doing business with AIR CRE may, in some cases, cause a conflict of interest. Employees are expected to exercise good personal and professional judgment with respect to evaluating the potential for conflicts in any such relationships.

The Association recognizes each employee's right to privacy. The Association also takes seriously its responsibility to provide an environment that is free of discrimination or harassment of any kind. Therefore, if an intimate relationship between a supervisor and any employee within that supervisor's direct or indirect area of responsibility is desired or initiated, the supervisor and the employee are required to bring this to the attention of the Chief Operating Officer or the Executive Director for a determination as to whether any change should be made with respect to the reporting relationship to avoid a conflict of interest.

Workplace Conduct

AIR CRE strives to provide a safe, civil, innovative and mutually respectful workplace for all employees. To this end, the Association prohibits bullying conduct, which may include the following:

- Verbal abuse, including yelling, swearing, name calling, insults, epithets, or derogatory sarcasm or remarks;
- Inappropriate verbal communications, such as innuendos, repeating gossip or rumors;
- Physical acts, such as glaring, slamming doors, throwing items or hitting things;
- Sabotaging or undermining any person's job or work performance;
- Any behavior that may undermine, offend, degrade, humiliate, threaten or intimidate another.

The above list is not all-inclusive, but illustrates inappropriate conduct, which will not be tolerated.

Bullying does not include insisting on high performance standards. AIR CRE requires that management expect and elicit excellence from employees. It is a condition of employment, however, that everyone behave in a professional, cooperative, polite manner, and treat each other with dignity and respect at work. This applies to everyone, at all levels. The Association will not tolerate disrespecting or alienating others, instigating or inflaming strained work relationships, or other uncooperative or inappropriate behavior.

Bystander support also contributes to such behavior, and to the resulting harm caused by such behavior. Please immediately come forward if you experience, witness or otherwise become aware of bullying or other improper or unacceptable conduct in the workplace – whether on-site or off-site. Any employee who feels that he or she is a victim of, or witness to, such conduct should immediately report the matter to the Chief Operating Officer. If the Chief Operating Officer is not available, or you are more comfortable reporting the matter to another member of senior management, please do so. You will be asked to provide all relevant facts and to identify the individuals involved, including potential witnesses. Failure to report your concerns and provide the necessary information prevents AIR CRE from taking the appropriate steps to prevent and/or correct such situations.

Employees who come forward in good faith, or who participate in good faith in an investigation of reported misconduct, will be protected from retaliation. AIR CRE needs, expects and encourages you to come forward, without delay, should you suspect that any form of retaliation has occurred. Any employee of the Association, whether a manager, supervisor, co-worker or subordinate, who is found to have engaged in bullying or retaliation is subject to disciplinary action, up to and including immediate discharge from employment.

AIR CRE takes such matters very seriously. Violations will not be tolerated. In addition, any person who makes or causes to be made any knowingly false or fraudulent statement or misrepresentation will be subject to disciplinary action, up to and including termination of employment.

Drug and Alcohol-Free Workplace Policy

To ensure the health and safety of its employees, clients and property, AIR CRE is dedicated to maintaining a drug and alcohol-free workplace. All employees are required to perform their job duties unimpaired by any substance, including illegal drugs, alcohol or legal substances that may adversely impact the employee's ability to safely perform work-related duties. "Under the influence" as used herein refers to the presence of any measurable amount of alcohol, any illegal substance or any legal substance that the employee is using in a manner that is not authorized or lawful.

Alcohol

The possession of alcohol, working while under the influence of alcohol, or drinking alcohol while on AIR CRE premises or "on duty" in any manner is strictly prohibited, except at work-related events where alcohol may be served and is authorized. At all such events, the consumption of alcohol is not encouraged by the Association, and is strictly voluntary. If you do consume any amount of

alcohol at such an event, you are expected and required at all times to: (a) exercise good personal and professional judgment with respect to your conduct; (b) comply with all Association policies; (c) consume only that amount of alcohol as will not impair your judgment or conduct; and (d) refrain from operating any vehicle. Any violation or abuse of this policy may result in your exclusion from the event, from future events and/or the termination of your employment.

Illegal Drugs

AIR CRE has absolutely no tolerance for illegal drugs. Possessing, selling, buying, manufacturing, distributing, using or working while under the influence of any illegal, mind-altering or non-prescribed controlled substance or paraphernalia while on Association premises, or anywhere conducting any Association business is prohibited and may result in your immediate removal from the premises, and/or the termination of your employment. In addition, any illegal or controlled substance or paraphernalia found on Association premises or while you are conducting any Association business may be turned over to law enforcement.

Please note, the Association considers marijuana an illegal drug (as that term is used in this policy), even if medically prescribed or permitted under California law.

Misuse of Legal Drugs

Even prescription and over the counter drugs can be misused. All such substances must be used as directed only, and must not impair or interfere with your judgment or conduct at any time that you are on Association premises or while conducting any Association business.

An employee being treated with a drug or controlled substance that might in any way impair the employee's judgment, conduct or abilities must provide medical certification from the prescribing physician. Only the person for whom a prescription is issued can bring that medication on Association property. Misuse of legal drugs is prohibited and may result in your immediate removal from the premises, and/or the termination of your employment.

Violations and Consequences

Any violation of this policy is considered misconduct. If AIR CRE becomes aware of a violation, the employee will be subject to disciplinary action, up to and including termination of employment. If AIR CRE has a reasonable suspicion that an employee has violated any portion of this policy, it will conduct an investigation, which may include the removal of the employee from the workplace or worksite, and a search of AIR CRE premises, property and/or all personal property that is on AIR CRE premises or property. The employee may be placed on an unpaid administrative leave during the investigation.

AIR CRE may also order any employee reasonably suspected of using or being under the influence of illegal drugs or alcohol, or of misusing legal drugs, while on duty or on Association premises, to immediately present themselves for a drug or alcohol test. AIR CRE also reserves the right to order employees to undergo drug or alcohol testing in any situation deemed appropriate, including but not limited to post-accident or post-injury testing if there is reason to suspect that drugs or alcohol may have been involved. An independent laboratory will perform all tests, at AIR CRE's expense. Any employee asked to undergo such a test may be suspended from work, without pay, until further notice.

Refusal or failure to abide by this policy, including promptly submitting to a drug or alcohol test when asked to do so, may result in the immediate termination of your employment.

Although our policy against substance abuse in the workplace is strict, we recognize that substance abuse can be a medical condition, and can be successfully treated. If you believe that substance abuse is a problem for you, you are encouraged to get confidential professional help. An employee

with a substance abuse problem is expected and required to maintain the same standards of conduct as all other employees, but will not be disciplined or retaliated against for admitting the problem and seeking assistance. Counseling may be available for dependency issues and other problems through AIR CRE's group medical insurer.

AIR CRE may provide an unpaid leave for an employee to enroll in an appropriate rehabilitation program, consistent with the Association's Medical Leave of Absence policy. To the extent reasonably possible, the reason for such an absence will be treated as confidential. Use of accrued vacation and sick leave may be requested for this purpose.

Failure to abide by this policy or refusal to consent to testing when requested may result in disciplinary action, up to and including immediate termination, even for a first offense. Every employee must acknowledge receipt of this policy and agree, as a condition of employment, to a) abide by the terms of the policy, and b) notify AIR CRE of any criminal drug (or alcohol) conviction for a violation occurring in the workplace or while conducting Association business not more than five days after such conviction.

Searches of Association and Employee Property

Searches of Association Property

AIR CRE may search Association property, and all contents contained therein, such as offices, desks, file cabinets, and all property on AIR CRE premises, at any time. This includes property that is provided to an employee for business use, such as computers and cell phones, which may be requested from the employee at any time for this purpose. A search of AIR CRE property may be random, may be conducted before, during or after regular working hours, and does not have to be based upon a belief that there has been a violation of a law, regulation or Association policy.

Searches of Employee Property

If AIR CRE has good cause to suspect that an employee has violated a law, regulation or Association policy (for example theft or possession of drugs, alcohol or any weapon), it reserves the right to search the employee and the employee's personal property, such as employee vehicles, clothing, backpacks, packages, purses, brief cases, lunch boxes or other containers, on AIR CRE premises or at Association functions. AIR CRE may also immediately remove the employee from the location and/or notify law enforcement of any suspected violation of the law. Employees are expected to cooperate with such searches, and with management requests to vacate the premises.

No Solicitation, Distribution or Loitering

AIR CRE believes that employees should not be disturbed or disrupted in the performance of their job duties. For this reason, AIR CRE prohibits solicitation of any kind by an employee of another employee while either employee is working. In addition, employees may not distribute advertising materials, handbills or other printed or written materials at any time in working areas, while on duty, or to other employees on duty. Solicitation and distribution of literature by non-employees is also prohibited at all times on Association premises.

Fundraising materials for non-profit, non-political, non-religious activities may be placed in the Association's kitchen area only, and may remain there for no more than 30 days, after which time, they must be removed. AIR CRE does not encourage or endorse any fundraising activities. Participation is strictly voluntary. **Employees are strictly prohibited from soliciting any client or vendor at any time, for any reason.**

Conflicts of Interest

As an employee of AIR CRE, you are expected to avoid any activity, transaction or investment that could be construed as a conflict of interest with AIR CRE or its customers, including any behavior that gives the appearance of taking money, merchandise or services from a customer or vendor for personal gain, or that interferes with your ability to be at work and perform the job duties expected of you. This policy also applies to self-employment or second employment that may be competitive with AIR CRE, or that may interfere with your ability to be at work when required and to perform the duties of your position to the very best of your ability.

Accepting employment with any individual or Association that does business with AIR CRE or is a competitor of AIR CRE is considered a conflict of interest. In addition, participation in any activity that could have resulted in income to AIR CRE (such as working directly for a customer) is considered a conflict of interest.

If you engage in any activity, transaction or investment that might cause a conflict between personal and AIR CRE interests, information about that potential conflict must be disclosed in writing to the Chief Operating Officer or the Executive Director. If you have knowledge of any other employee engaging in any activity, transaction or investment that might cause a conflict between personal and AIR CRE interests, you are asked to bring information about that potential conflict to the Chief Operating Officer or the Executive Director.

Please note that an employee who is on an approved leave of absence, and who engages in alternate employment or self-employment during the leave of absence, may be deemed to have voluntarily resigned employment with AIR CRE.

Please contact the Chief Operating Officer or the Executive Director if you have any questions regarding this policy.

Confidential and Proprietary Association Information

As an employee of AIR CRE you will directly or indirectly gain access to information about the Association, its operations and its clients that is absolutely confidential and proprietary, including but not limited to, the following (collectively, "Confidential Information"):

- All information that is, or could be considered, Association trade secrets;
- All client information including client lists, files, documents, records and contact information;
- All other employees' personnel information including contact, wage and benefits information (unless the other employee has voluntarily disclosed his/her own information);
- All vendor information including contact and pricing information;
- All contracts between the Association and any client, employee or vendor;
- All referral and referral source information;
- All Association and all client financial information;
- The way in which the Association markets its products and services;
- The Association's modes and methods of obtaining, retaining and conducting business;
- The Association's policies, procedures and operational information;

- All copyrighted, proprietary and/or customized software, research materials or related documentation; and
- All work product created or produced by you, or by others, on behalf of AIR CRE or its clients.

All Confidential Information is proprietary to [Company], and is considered part of the Company's trade secrets. As such, Confidential Information is disclosed only to those who have a "need to know." Employees are provided access to Confidential Information so that they may perform their jobs.

You are required to maintain the confidentiality of all Confidential Information, both during your employment with AIR CRE and at all times thereafter. Unless required by law or for an authorized purpose related to AIR CRE business, you are prohibited from disclosing, either directly or indirectly, Confidential Information to anyone outside the Association without the express written authorization of the Executive Director. This policy does not affect an employee's right to disclose trade secret information to federal enforcement authorities and/or attorneys as part of a legally protected investigation or action as provided by the 2016 Defense of Trade Secrets Act.

Upon termination of employment, or at any other time upon request, you are required to promptly deliver to AIR CRE any and all Confidential Information, as well as any and all property, material and documentation relating to AIR CRE, its operation and its clients, whether or not of a confidential nature. You are prohibited from retaining any document or data containing any Confidential Information upon the termination of employment, in any form, without the express written authorization of the Executive Director. The only exception is your own personnel information, including documents related to the terms and conditions of your employment, which you may retain.

Upon termination of employment for any reason, you must continue to treat as confidential and proprietary any Confidential Information, including but not limited to the information described above, and may not use or release any Confidential Information concerning AIR CRE to any person or entity without the express written authorization of the Executive Director.

The unauthorized retention, removal, disclosure and/or use of any Confidential Information could cause significant and irreparable harm to the Association, the monetary value of which may be difficult to ascertain. Accordingly, AIR CRE maintains the right to seek and obtain an immediate injunction enjoining any further breach of this policy, monetary damages including all profits realized by the individual and/or any third party as a result of a breach of this policy, and any and all other legal remedies available under the law.

Use of Computers, Telephones and Other Electronic Equipment and Systems

All computers, telephones and other electronic equipment and systems are AIR CRE property, and are intended for authorized business use only. This applies to all computer hardware, software, peripherals, portable media and electronic mail systems, as well as all telephones, cell phones, pagers, facsimile machines and voicemail systems ("Association Equipment"). For example, personal use of the Internet on Association computers for personal activities, business or causes (including personal emails, social networking or shopping) is prohibited.

The Association cannot and does not guarantee employee privacy with respect to the use of Association Equipment, or any activities, material or contents thereof. The Association may monitor, search, access, open, review, read, use, disclose and/or search Association Equipment and its contents, including all communications, documents and files stored, accessed, viewed, transmitted or received utilizing Association Equipment at any time, with or without notice or cause, including but

not limited to personal, password-protected, web-based e-mail accounts that have been accessed via Association Equipment. Such searches do not have to be based upon a belief that [aan](#) Association policy is being violated. This includes all Association Equipment, whether based on Association premises, offsite or portable, such as Association-issued computers and cell phones. In addition, the contents of all e-mails may be stored on the Association's hard drive. Deletion of email or other electronic information or communications may not fully delete the information from the system, which may be forensically retrieved and read by the Association.

All software stored on or accessed through Association Equipment, or through all network and electronic messaging resources must be properly licensed.

While the Association does not prohibit limited, reasonable personal use of computer systems by employees during non-working hours **only** (such as rest breaks and lunch breaks), any abuse of this policy (including personal use during work time or unauthorized breaks) may result in termination of any personal use privileges or other disciplinary action. Such limited personal use must not under any circumstances:

- Interfere with Association operations or ability to do business;
- Use Association time for personal use;
- Violate any applicable law; or
- Burden the Association with incremental costs.

To be clear, the Association considers any and all information on Association Equipment to be Association property. Users should not have any expectation of privacy or confidentiality whatsoever when using Association Equipment. To the extent that any personal information is stored on the computer, do not expect the Association to "return" the information to you. To ensure your right to privacy and possession of personal data, do not engage in personal use of Association Equipment, including personal email, social networking, etc. The Association's right to search Association Equipment and all contents may not be waived by any Association representative, except by a written agreement signed by the Executive Director. Acceptance of this policy is a mandatory condition of employment.

Access to the Internet is provided to support AIR CRE's business purposes. The Association's policy prohibiting improper access, use and downloading of information on Association Equipment applies equally to accessing, viewing, receiving, transmitting or storing information from the Internet.

For business purposes, authorized personnel must have unrestricted access to certain information stored on AIR CRE equipment. The use of pass codes is designed to provide appropriate access to some or all of AIR CRE's information systems. Pass codes are not designed or intended to provide confidentiality of personal data, files, communications, messages or documents. AIR CRE's right to retrieve information stored on Association Equipment is not restricted by the use of pass codes.

Employees may not engage in any of the following actions utilizing any Association Equipment:

- Change any password or log-on code without obtaining prior authorization from the Chief Operating Officer before making any change;
- Encrypt files or take any other steps to block access to any computer, system, data or file, other than the use of authorized passwords or approved encryption programs without obtaining prior authorization from the Chief Operating Officer;
- Download or install any non-work related files, data, pictures or any other material from any outside CD, disc or DVD without obtaining prior authorization from the Chief Operating Officer;
- Download, install, disseminate, copy or post copyrighted material from the Internet or any other outside source without obtaining prior authorization from the Chief Operating Officer;

- Play computer games, whether played individually or against others online;
- Send or participate in chain letters, pyramid schemes or other illegal schemes;
- Engage in personal use of the Internet to send or receive personal email or instant messages; participate on or in chat rooms, blogs, Twitter, Instagram or social or personal websites such as Facebook; transmit personal communications; or access YouTube or any video or audio file sharing sites that stream video or audio on the Internet;
- Disclose any Association or client Confidential Information;
- View, create, transmit, solicit, receive, display, download, install, store or print information, programs, pictures or other material, including, but not limited to any joke, slur, comment, remark, epithet, cartoon, photograph, depiction or email, that:
 - is not specifically permitted by management;
 - is sexually suggestive or explicit;
 - could be considered derogatory, degrading, disruptive, insulting, offensive, or harmful to morale; or
 - could be considered harassing or disparaging based on race, color, national origin, ancestry, religion, sex, gender (including gender identity and gender expression), sexual orientation, political affiliations or activities, marital status, pregnancy, age, military service/veteran status, physical or mental disability, genetic characteristic, HIV status, or medical condition; or
- Solicit or proselytize for any purpose other than an authorized job-related purpose.

Any violation of any provision of this policy, as may be amended from time to time, may result in disciplinary action, up to and including immediate termination of employment.

Social Networking

AIR CRE recognizes the widespread personal use by employees of social networking media, such as Facebook, Twitter, LinkedIn, YouTube, Flickr and Tumblr, as well as web blogs. In general, what employees do on their own time is a personal decision. While the Association has no interest in interfering with employees' personal lives, the lines between work life and personal life can become blurred, particularly in the context of communications and posts on sites such as Facebook.

Activities within or outside of work, such as social networking, that may affect your job performance, the performance of others, or AIR CRE business interests, are appropriately addressed by Association policy. For example, the personal use of social media may become a workplace disciplinary matter if it:

- Interferes with an employee's work;
- May result in discrimination, harassment, retaliation or other harm to an employee or client;
- Creates a hostile work environment;
- Constitutes defamation;
- Divulges confidential, proprietary or trade secret information;
- Puts the Association or its employees at risk in any way;
- Results in AIR CRE's loss of confidence and trust in the employee; or

- Violates any other Association policy, including the “Policy Against Discrimination and Harassment,” “Confidentiality,” or “Use of Computers, Telephones and Other Electronic Equipment and Systems.”

Communications that might be considered “personal,” may not always be “private,” when posted on social networking forums. Remember, online posts may be publicly accessible; therefore, you should not have any expectation of privacy with respect to what you say online. In other words, communications on social networks could be considered public rather than private, even if they are of a personal nature. As a result, employees are encouraged to consider the following guidelines when utilizing social media:

- Do not “friend,” or “accept” as a friend, anyone who you do not wish to have full access to your personal site. Participation in social networking is not part of your work-related duties and is not expected, required or encouraged by AIR CRE. Your participation is strictly voluntary. Should you have any concerns about a request for access, please immediately report your concerns to the Chief Operating Officer.
- Managers should not send a “friend” request to any employee, or ask any employee to send him or her a “friend” request. Should you have any concerns about a request for access by any supervisor, please immediately report your concerns to the Chief Operating Officer.
- Do not post any comment or picture that relates in any way to an employee without his or her express consent. Respect others, and their rights to privacy, as you wish to be respected.
- **Never** post a comment or picture that relates in any way to a client without the written consent of the client **and** the Executive Director.
- Don't forget that you are responsible for what you write or present online. If you would not say it, don't post it. If others view your social media posts as defamatory, libelous, harassing or as creating a hostile work environment, they may choose to initiate legal action.
- Postings must not violate the Association's Confidential and Proprietary Information policy, the Uniform Trade Secrets Act (“UTSA”), or any other Association or statutory mandate or prohibition. If you are unsure about the confidential nature of information you are considering posting, consult the Executive Director.
- You may not use the Association's logo or any organizational materials in your posts without the express written consent of the Chief Operating Officer or the Executive Director, unless such use makes clear that you do not represent the Association, and the post is not made on behalf of the Association.
- Do not link to AIR CRE's website without the express written consent of the Executive Director.
- You are not a spokesperson for the Association; therefore, if you post any comment that relates in any way to AIR CRE, you should clearly and conspicuously state that you are posting in your individual capacity and that the views posted are yours alone and do not represent the Association's views.
- The Association's “Use of Computers, Telephones and Other Electronic Equipment and Systems” policy restricts personal use of Association Equipment and applies equally to activity on social media sites during work time and/or while utilizing Association Equipment.]

AIR CRE monitors Association Equipment to ensure compliance with all Association policies. Users of Association Equipment should not have any expectation of privacy or confidentiality when using these resources. In addition, AIR CRE may monitor other activities that conflict with Association policies, including social networking activities.

Discretion and judgment should be exercised at all times when utilizing social networking media, particularly when your communications may reflect on the Association, its employees or its clients. If you

are uncertain about the appropriateness of a social media posting, check with the Chief Operating Officer or the Executive Director.

Nothing in this policy is intended to restrict or prohibit you from truthfully discussing your working conditions, or from engaging in protected, concerted activity under the National Labor Relations Act.

Contacts with the Media or Other Third Parties

The only individual authorized to communicate on behalf of the Association is the Executive Director. Therefore, unless specifically authorized to do so, employees are prohibited from answering questions or providing information – either verbally or in writing – on behalf of the Association in response to Third Party Inquiries about the Association, its employees or its clients, whether “on the record” or “off the record.”

In addition, pursuant to the Association’s Confidential and Proprietary Information Policy (as stated in this Handbook), employees are prohibited from any disclosure of confidential, proprietary or trade secret information, without the express written authorization of the Executive Director.

If you receive a Third Party Inquiry that is related in any way to the Association or its clients (including a phone call, a personal visit, an e-mail, etc.), please immediately direct that individual to the Chief Operating Officer or the Executive Director. No one is authorized to communicate with outside sources, including members of the press, media, and government agency representatives, on behalf of the Association unless specifically authorized, in writing, by the Executive Director.

C. WORKPLACE SAFETY

Workplace Safety

Your safety, and that of those who work with you, is one of our greatest concerns. With an alert safety attitude, you can help eliminate accidents. All employees are expected to:

- Follow all safety rules and procedures;
- Keep walkways and aisles, the space around desks, all exits and all work areas clean and clear of obstructions, cords, spills, boxes, etc.;
- Use ladders or step stools to retrieve out of reach items, do not climb on shelves or chairs;
- Use appropriate cutting tools when opening boxes, and cut away from your body;
- Use appropriate containers for waste disposal;
- Use proper lifting techniques: bend knees, firmly grasp the load, lift using leg muscles and keeping your back straight;
- Do not lift heavy or awkward loads without assistance;
- Refrain from smoking on AIR CRE property;
- Know the location of the dry chemical fire extinguisher(s) for minor incidents, such as a smoldering item in a small trash can;
- Know the location of all exits;
- Immediately report all injuries, however minor, to the Chief Operating Officer;
- Immediately report all hazards or unsafe conditions to the Chief Operating Officer; and
- Never perform a job that you feel is unsafe. Immediately report any such concerns to the Chief Operating Officer.

The above list is not all-inclusive, but is intended to provide an overview of safety guidelines. You are also required to abide by all additional safety rules that apply to your job or work location.

If you have any questions or concerns about workplace safety, please promptly discuss these matters with your supervisor or the Chief Operating Officer.

Smoke-Free Workplace

Because of the overwhelming evidence that smoking is dangerous and injurious to one's health, employees are encouraged to refrain from smoking. With that said, the Association recognizes that the decision to smoke or not smoke is a personal one.

We provide a smoke-free workplace for all employees and our clients. This means that no one is permitted to use tobacco products while on AIR CRE premises, including private offices, stairwells, restrooms, and common areas. Smoking is permitted only during authorized rest breaks or meal periods (no exceptions) and only in designated outdoor areas, outside the view of clients or other guests who might be arriving or departing. If you smoke before work or during a break or meal period, please take all reasonable steps to ensure that when you begin or resume work, the smell of tobacco is not on your person, your breath or your clothing.

Workplace Violence

If there is an immediate threat of violence, emergency assistance must be obtained promptly, including calling 911 if appropriate.

The security of AIR CRE employees and guests is paramount. AIR CRE will not tolerate any act or threat of violence in or outside of the workplace by its employees towards any other person with whom he or she has contact due to work. Any conduct that violates this policy in any way is absolutely prohibited, will not be tolerated, and may result in the employee's immediate removal from the premises and disciplinary action up to and including immediate termination of the employee's employment.

If you are seeking, or have obtained, a restraining order against any individual, which prohibits that individual from approaching you or your workplace, please provide a copy of the court order or related documents to the Chief Operating Officer or the Executive Director so that steps may be taken to ensure a safe workplace for all employees.

Every threat or act of violence must be reported immediately to a supervisor and the Chief Operating Officer or the Executive Director. An employee who reports any act or threat of violence in good faith will be protected from retaliation. Any employee who feels that he or she is a victim of retaliation should immediately report the matter to the Chief Operating Officer or the Executive Director. Retaliation will not be tolerated. If you have any questions or concerns, please speak with a supervisor or the Chief Operating Officer.

Workplace Security and Authorized Access

Office keys and security codes are provided to managers and some staff members who are authorized to properly open or close the facility. Keys and codes assigned to you may not be shared, loaned or otherwise provided to any other individual at any time. Only the Chief Operating Officer or the Executive Director may issue keys and security codes.

If you have any reason to believe that your key or code may have been obtained by anyone other than you (for example, if lost or stolen), you must immediately advise the Chief Operating Officer or the Executive Director so that immediate, appropriate steps can be taken to secure the office.

Accidents on AIR CRE Premises

In the event of any accident, illness or injury, call 911 immediately if it is appropriate to do so.

Any accident that occurs on AIR CRE premises must immediately be reported to management. For your own safety and the safety of our guests, seek the assistance of the Chief Operating Officer, if it is practical to do so. Please offer medical aid to an injured guest or fellow employee only if it is an emergency and other medical assistance is not available.

An employee who is injured on the job may be entitled to receive workers' compensation benefits through the Association's workers' compensation insurance plan. Assistance may be requested from the Chief Operating Officer in applying for and obtaining any benefits to which you may be entitled.

Only the Executive Director can answer questions about AIR CRE's responsibility in the event of any accident or injury.

Off-duty Recreational, Social and Athletic Activities

Neither AIR CRE nor its insurance carrier shall be liable for any injury or condition that may arise out of voluntary participation in off-duty recreational, social or athletic activities that are not work-related.

In addition, neither the Association nor its insurance carrier shall be liable for any expenses or costs, including workers' compensation benefits, due to any injury or condition that might be sustained as a result of your attendance or participation in any such activities.

Employee participation in post-work parties or other activities that are not part of the employee's work-related duties is not expected, required, authorized or encouraged by AIR CRE. Your participation in any such activities is strictly voluntary and at your own risk. AIR CRE assumes no liability for any injury or accident arising out of any post-work party or activity.

D. EMPLOYMENT PROCEDURES AND RESPONSIBILITIES

Employee Status

Job categories and employee classifications determine whether or not you are eligible for various employee benefits, and whether you are exempt from overtime and certain other wage and hour regulations. Please remember that, regardless of job category and employee classification, all employees are employed on an at-will basis, which means that both you and AIR CRE have the right to terminate your employment at any time, with or without cause and with or without prior notice.

If you believe that there has been any error with respect to your placement in a particular category or classification, please advise the Chief Operating Officer as soon as possible so that the matter can be investigated. You will be protected from retaliation for raising any questions or concerns.

The following categories, classifications and policies apply to your employment:

Employment Categories

Waiting Period. The first 60 days of employment is considered a waiting period for purposes of employee benefits. Unless otherwise stated, regular full time employees become eligible for applicable employee benefits upon completion of the 60-day waiting period. Please remember that employment with AIR CRE is at-will, both during and after completion of the waiting period.

Regular Full Time Employees. For benefits purposes, regular full time employees are those who are regularly scheduled to work at least 37.5 hours per week. Regular full time employees who have completed the applicable waiting periods are eligible to participate in employee benefits such as AIR CRE's paid vacation, sick leave and holiday programs, as well as AIR CRE's group medical, dental and life insurance plans, and 401(k) retirement savings plan. Full time employees who do not regularly work at least 37.5 hours per week may be re-categorized as part time, which may result in the loss of some employee benefits.

Regular Part Time Employees. For most, but not all benefits purposes, regular part time employees are those who are regularly scheduled to work less than 37.5 hours per week. Employees who work less than 37.5 hours per week will remain eligible for paid sick leave and, in some cases, group health insurance benefits. However, unless otherwise stated, part time employees are or generally ineligible for AIR CRE employee benefits.

Temporary Workers and Interns. Individuals who work on an as-needed basis or who are hired for a specific task or project are temporary workers. Individuals who are placed with the Association through an accredited educational program for credit are interns. Other than paid sick leave, temporary workers and interns, whether full time or part time, are ineligible for AIR CRE employee benefits.

Employment Classifications and Overtime Pay

Exempt Employees. Exempt employees include professional, administrative and managers and some salespersons who are paid on a salary or commission basis, and whose work duties exempt them from the overtime provisions of state and federal wage and hour laws. Exempt employees are expected to be in the office during regular office hours. Exempt employees will not generally be notified when required to work overtime, but are expected to use appropriate judgment in determining when additional work time is necessary to fulfill the obligations of the position. We expect and appreciate your commitment to your work, and to AIR CRE's business needs.

Exempt employees are not paid overtime or provided compensatory time off in lieu of overtime, but are paid a fixed salary that is intended to compensate for all hours worked. It is also AIR CRE's policy not to deduct from the salary of exempt employees, other than as authorized by

law (or by the employee). If you believe that there has been any improper deduction from salary, please immediately report the matter to the Chief Operating Officer or the Executive Director. Your concerns will be investigated promptly and, if it is determined that there has been any error, you will be reimbursed and the matter will be corrected. You will be protected from retaliation for raising any questions or concerns.

Non-exempt Employees. Non-exempt employees are hourly or salary employees who, by the nature of their positions, are not exempt from overtime laws. As such, non-exempt employees are entitled to be paid an overtime premium in accordance with current state and federal law. Overtime may be required from time to time. We expect and appreciate your cooperation. **All overtime worked by non-exempt employees must be necessary, authorized in advance, and properly recorded on your time card.** For purposes of determining overtime pay, only hours actually worked in any workday or workweek are counted in calculating overtime.

Personnel Records

AIR CRE relies upon the accuracy of information contained in its personnel records, including the employment application and other data presented throughout the hiring process and employment. Any misrepresentations, falsifications or omissions in any of this information or data may result in the Association's exclusion of the individual from further consideration or employment or, if the person has been hired, termination of employment.

In addition, the Association's personnel records must be accurate and up to date throughout the employment relationship. You are required to promptly notify AIR CRE of any change in your name, address, telephone number (including cell phone number), emergency contact information or other pertinent information.

In order that you may continue to receive uninterrupted benefits, it is also important that you report any change in marital status or number of dependents.

The personnel information of AIR CRE employees is considered confidential. Unless expressly authorized by the Executive Director, no employee is permitted to use or disclose personnel information regarding any other employee except the Chief Operating Officer or the Executive Director. If you receive a request for information from any entity or individual relating to a current or former employee, or other Association business, the inquiry must be immediately forwarded to the Chief Operating Officer.

Payroll

For payroll purposes, the workweek begins and ends on Sunday at 12:00 midnight. Unless otherwise specified, pay periods close on the 15th and last day of each month and employees are paid on the 7th and 22nd of each month. If payday falls on a holiday or weekend, employees will be paid on the last business day before the holiday or weekend.

Direct deposit is available to all employees. For employees who chose direct deposit, the funds will be in the designated account before midnight on payday.

For employees who do not chose direct deposit, paychecks are distributed at AIR CRE's office by the close of business, or will be mailed by the close of business for those employees whose primary work is offsite and who request that AIR CRE mail the paycheck to their residence. In the case of your absence on a regular payday, you may make advance arrangements to have your paycheck

mailed to you on payday. AIR CRE will not release your paycheck to another individual unless you provide written authorization. Paychecks are not available for distribution prior to payday.

It is AIR CRE's policy not to make deductions from wages other than those expressly authorized by federal or state regulation or law (or by the employee). If you believe there has been any improper deduction, or any other error on your paycheck or your benefits, please immediately report the matter to the Chief Operating Officer. Your concerns will be investigated promptly and, if it is determined that there has been any error, you will be reimbursed and the matter will be corrected. You will be protected from retaliation for raising any questions or concerns.

Timekeeping and Overtime

It is the responsibility of each non-exempt employee to record and maintain accurate records of all hours worked on time cards. All non-exempt employees, both in the office and in the field, must complete time cards on a daily basis, including logging out and in for meal periods. In the event of an error, all corrections should be made prior to submission of the time cards for payroll.

Employees are expected to work their scheduled shift, clock in when ready to begin work, clock out when work ends, and complete all work during that time. Personal activities are to be completed before clocking in. Clocking in before work, remaining clocked in after work, and working "off the clock" are prohibited and may result in termination of employment.

Overtime may be required from time to time. Non-exempt employees are not permitted to work overtime unless: (a) necessary; (b) authorized in advance; and (c) properly documented on time cards and approved by a supervisor. Refusal to work overtime when required, or working overtime without authorization, is considered a violation of Association policy, which may result in disciplinary action, including suspension without pay or reduction in compensation. Only time actually worked counts toward overtime.

Excessive errors, such as forgetting to log in or out, may result in disciplinary action, including reduction of wages or termination. Any falsification of records, including the failure to provide accurate information on time cards, or recording another employee's time or allowing someone else to record your time, may result in discipline up to and including immediate termination.

Hours, Rest Breaks and Meal Periods

Hours

Regular office hours are 8:30 a.m. to 5:00 p.m., Monday through Friday unless otherwise specified by your Department Manager. The normal working day is 7.5 hours, or 37.5 hours per week. Employees may periodically be asked, and expected, to adjust their work hours to accommodate special meetings or events.

Subject to the express approval of the Chief Operating Officer, and based upon business and staffing needs, a flexible work schedule may be approved upon request, between the hours of 7:00 a.m. and 5:00 p.m. only. The office closes at 5:00 p.m.

Rest Breaks

Non-exempt employees are authorized and permitted to take one paid, 10-15 minute break in the

middle of each 4-hour work period, usually mid-morning and mid-afternoon. Break times must be coordinated to insure proper coverage of telephones, etc. You are encouraged to take this break period, and are not required to perform any work during this time.

Meal Periods

Non-exempt employees working more than five hours a day are required to take a daily non-working meal period of no less than 30 minutes (except as stated below), and may take up to one hour, in addition to the authorized rest breaks. Meal periods must be coordinated to insure proper coverage of telephones, etc., and must begin prior to completion of five hours of work. Meal periods of at least 30 minutes are mandatory, unpaid, must be recorded as time out and in on time records, and must be taken between 11:30 a.m. and 2:00 p.m. You are not permitted to perform any work during this time.

Employees who work between five and six hours in a day may choose to take a meal period, or may choose to waive the meal period by executing a Meal Period Waiver Form. If the workday exceeds six hours, a minimum 30-minute non-working meal period is required.

Please be advised that you are not permitted to apply any portion of a break or meal period to begin the day later or end the day earlier.

It is the Association's policy and practice to authorize and permit every non-exempt employee to take rest breaks and meal periods, as provided in this policy. If any individual discourages or prevents you from taking a rest break or meal period, please immediately advise the Chief Operating Officer.

Attendance and Job Abandonment

Your attendance and promptness are important to the successful operation of our organization. Consequently, you are expected to keep regular attendance, be on time, and work as scheduled.

An absence is any time you are scheduled to work and fail to report. This does not include approved leave or AIR CRE-initiated time off. Tardiness is any time you arrive late at your workstation, and/or are not ready to work at your scheduled starting time or after an authorized break or meal period. Absence and tardiness may lead to disciplinary action, up to and including termination.

We recognize that there may be times when your absence or tardiness cannot be avoided. In that event, you must personally notify your Department Manager before 9:00 a.m., stating the reason for the absence and the anticipated time he/she will be away from the job. If the Department Manager is not available, you are required to notify the Chief Operating Officer or leave a message in the general voicemail box. If you become ill or are injured during the workday, or must leave early for any other reason after arriving at work, you must personally notify your Department Manager before leaving. Unless you have made other arrangements, you must call your Department Manager each day of your absence. Failure to provide adequate notice may result in disciplinary action, up to and including termination.

Medical, dental and other personal appointments are to be scheduled before or after work hours whenever possible. Employees should provide as much advance notice as possible and, in any event, not less than twenty-four (24) hours, to their Department Manager if time off is necessary for a personal appointments or other personal reasons.

An absence of any duration (including part of a day) without notifying your Department Manager or the Chief Operating Officer may result in disciplinary action up to and including termination of

employment. Any absence of one full day or more without personally notifying your Department Manager or the Chief Operating Officer will be considered a voluntary resignation. Your last day worked will be the date of separation. Failure to return from an approved leave of absence will also be considered a voluntary resignation, in which case the date of the expiration of the leave will be considered the separation date.

Tardiness Policy

To maintain a productive work environment, the Association expects and requires employees to be reliable and punctual in reporting for work as scheduled. Tardiness is any time you are not at your workstation and ready to begin work at your scheduled starting time or after an authorized rest break or meal period. In the event of an unanticipated emergency necessitating your late arrival, you must personally notify your supervisor as soon as possible and, in any event, prior to the beginning of your scheduled shift.

Time missed due to late arrival may not be made up by skipping rest breaks or meal periods. Time missed due to late arrival may not be made up by working later unless specifically authorized by management.

Tardiness is very disruptive and places unacceptable, undue burdens on others. Excessive tardiness may lead to disciplinary action, up to and including termination of employment.

Business Expense Reimbursement

Employees shall be entitled to reimbursement by AIR CRE for reasonable authorized expenses that are properly incurred in the performance of the employee's duties. Reimbursement of expenses may be denied to any employee who fails to obtain authorization for the expense without proper justification.

Employees shall be entitled to reimbursement for actual, necessary and reasonable expenses that are approved in advance, are properly incurred in the performance of official AIR CRE duties, and are based on reasonably priced services for the area in attendance. All requests for reimbursement must be submitted to the Chief Operating Officer on an AIR CRE Expense Statement form that has been approved by the Department Manager, including an explanation of the expenditure and accompanied by original receipts. Reimbursement requests should be submitted no later than the calendar month following the month in which the expense was incurred. Reimbursement of expenses may be denied to any employee who fails to obtain advance approval or follow the AIR CRE expense guidelines without proper justification.

Employees should attempt to obtain travel, lodging and meals at the most favorable rate commensurate with reasonable need. Travel arrangements and accommodations should be booked in accordance with AIR CRE guidelines through AIR CRE, in advance. AIR CRE will pay for the cost of coach fares, based on advance purchase only except in the case of emergency travel approved in advance by the Chief Operating Officer. Airport parking and ground transportation, including taxicab and bus fare, will be covered; however, an economy or mid-sized rental car should be utilized when it is more cost effective. In addition, hotel rates must fall within AIR CRE's pre-approved acceptable range, unless approved in advance by the Chief Operating Officer. AIR CRE will reimburse one telephone call to the employee's home per day. AIR CRE will not reimburse spouse or companion travel or expenses unless approved in advance by the Chief Operating Officer.

AIR CRE does not support or encourage the consumption of alcoholic beverages while on AIR CRE business and will not reimburse these beverages. Meals will be reimbursed up to a maximum of \$70.00 total per day. Reimbursement shall not be paid in cases where meals are provided as part of

the cost of attending a professional event such as a workshop, conference, etc. Reasonable entertainment expenses for business meals with clients may be reimbursed.

Driving Authorization and Reimbursement

All employees authorized to drive in the performance of their duties must furnish AIR CRE with a copy of the employee's current, valid driver's license and proof of insurance. Copies must also be provided upon the expiration and renewal of either a driver's license or insurance. AIR CRE must be immediately notified in the event of the termination for any reason of driving privileges or insurance coverage.

You are expected to maintain a good driving record. Infractions, violations or accidents deemed excessive by the Association's insurance carrier may result in the revocation of authorization to drive in the performance of your duties. If driving is an essential function of your position, this may result in a transfer to an alternate position, or the termination of your employment with AIR CRE.

When an employee is authorized to use their own vehicle in the performance of their duties, the employee must record and submit the mileage driven for work-related purposes, and shall be entitled to reimbursement at the IRS mileage reimbursement rate upon submission of the mileage record.

Passengers, including personal guests, are not permitted in personal vehicles any time the employee is driving on Association business.

For the safety of the employee and others, cell phones should not be used while driving on Association business. California law and Association policy prohibit the use of any cell phone while driving without a hands-free device. California law and AIR CRE also prohibit any person from using any electronic wireless communications device to write, send, or read any text-based communication while driving.

AIR CRE expects all employees to drive safely and obey all traffic laws at all times while conducting Association business. As such, AIR CRE is not responsible for payment of tickets, fines or penalties incurred by any employee at any time. Any accident that occurs while conducting Association business must be immediately reported to the Chief Operating Officer or the Executive Director, no matter how minor.

Personal Telephone Calls

Employees are requested to keep all personal phone calls at work to a minimum. The use of work time for personal business may be grounds for disciplinary action, up to and including termination. Under no circumstances may an employee make or charge a long distance call to the Association unless it is work-related and authorized.

In addition, the use of personal cell phones for any reason – including phone calls, text messages, social networking, etc. – is restricted to rest breaks and meal periods. Except while on approved breaks or meal periods, ringers on personal telephones should not be turned on during work hours or in work areas where the sound of the ring tones may be disruptive. Of course, emergency phone calls can be made into the office at any time and will be transferred to the employee.

Personal Appearance

Because of our relations with our members, customers and the public, a proper appearance,

including appropriate dress, neatness and cleanliness, are absolutely necessary at all times. Employees should dress in good taste and **according to the requirements of the position**. Because of the nature of our business, extremes in hair, jewelry, body art (including tattoos, body piercings and plugs that may be visible to others) and make-up are not appropriate. In addition, please refrain from the use of scented lotions, perfumes, colognes or similar products.

In general, employees are expected to wear **business attire**. On Fridays only, employees may wear **business casual attire**, unless otherwise instructed.

AIR CRE is committed to maintaining an image consistent with the quality services we provide to our customers. Employees are required to demonstrate good judgment when choosing dress and appearance. Below you will find guidelines for appropriate attire. These lists are not inclusive, and emphasis on good judgment must always be considered.

Acceptable Business Attire:

- Dress slacks, trousers or wrinkle-free Dockers-type slacks
- Button down shirt, collared sport shirt or polo type shirt
- Blouse, sweater or sweater set
- Dress or skirt of moderate length

Acceptable Business Casual Attire – Fridays Only:

- Jeans in good condition
- Athletic/tennis shoes in good condition

Impermissible Attire:

- Spaghetti straps (shoulder straps should adequately cover undergarments at all times)
- Backless or see-through garments
- Tube top or other tight, form-fitting garment
- Plunging or revealing neckline
- Garments exposing midriff or undergarments
- T-shirt with inappropriate text, graphics or other depictions
- Leggings, stretch pants, shorts or skorts
- Flip-flops or beach-type shoes (“dressy” sandals or open-toed shoes are permitted)
- Jogging suit, sweat suit, sweat shirt, or other work-out attire
- Torn, ripped or frayed garments
- Baseball caps or hats

If you report to work dressed inappropriately, you may be asked to leave and remedy the situation, in which case you will not be paid for the time away from work. If you have any questions about proper attire, ask your supervisor or the Chief Operating Officer.

Performance Evaluations

Your performance is evaluated on an ongoing basis. The Association encourages honest and open communication between the employee and his or her supervisor with respect to the employee's job performance and the employee's potential for development or advancement within the Association.

Formal performance evaluations are one of the tools utilized for accomplishing these communications and will occur periodically. The frequency of performance evaluations may vary depending upon, among other things, length of service, job position, past performance, changes in job duties or recurring performance problems.

The following factors are considered essential functions of all positions: regular and reliable attendance; excellent communication skills; the ability to respond positively to direction and criticism;

the ability to work productively and harmoniously with others on a consistent basis; and the consistent maintenance of professional and appropriate demeanor. Performance evaluations will also review the quality and quantity of the work you perform, your knowledge of your job, your initiative, your attitude towards your work and co-workers, as well as our clients, and all other areas applicable to your position.

Compensation is not necessarily reviewed as part of the performance evaluation process. A positive performance evaluation does not guarantee wage increases or continued employment, and does not alter the at-will nature of the employment relationship. Work assignments, compensation and employment status are solely within the discretion of the Association, and depend upon many factors, in addition to your individual performance.

Disciplinary Actions

The purpose of this policy is to outline the Association's policy on administering equitable and consistent discipline for unsatisfactory conduct in the workplace. The Association's own best interests lie in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt and appropriate, based on all of the circumstances. The major purpose of any disciplinary action is to correct the problem, prevent recurrence and prepare the employee for satisfactory service in the future. The best disciplinary measure is one that does not have to be enforced, and comes from good leadership and fair supervision at all employment levels.

Disciplinary action may call for any of the following four steps:

- Verbal warning;
- Written warning;
- Suspension with or without pay; or
- Termination of employment.

There will be circumstances in which none, some or all of the steps are utilized, depending on the circumstances. For example, serious misconduct may result in termination of employment. While it is impossible to list every type of behavior that may be deemed a serious offense, the General Standards of Conduct Policy includes examples of problems that may result in disciplinary action up to including immediate termination of employment.

As stated previously, please remember that all employees remain employed on an "at-will" basis, which means that both you and the Association have the right to terminate your employment at any time, for any reason, with or without prior notice or cause. This policy does not change the at-will status, and any disciplinary measure may be utilized or bypassed, as deemed appropriate by the Association.

If you have any questions regarding this policy or your employment, please feel free to speak with the Chief Operating Officer.

Termination and Post-termination Procedures

Although an employee may terminate the employment at any time, with or without notice, if you choose to terminate your employment for any reason, AIR CRE will appreciate reasonable advance notice of at least two weeks when it is possible to provide such notice.

You will receive your final paycheck, including all accrued unused vacation pay, in accordance with the law. If you resign without notice, your final paycheck will be available within 72 hours. If you

resign with notice of at least 72 hours, your final paycheck will be available upon termination. If the Association terminates the employment without notice, your final paycheck will be available upon termination. If you are entitled to commissions that cannot be calculated until after the termination date, you will be paid all wages due and calculable as outlined above. Commissions will be paid to you as soon as they have been calculated. All Association property must be returned at the time the final paycheck is provided, or as otherwise requested by your supervisor or other member of management.

An exit interview with terminating employees is encouraged. An appointment with the Chief Operating Officer may be scheduled for this purpose. At this time, you may offer any comments or observations with respect to your employment with AIR CRE. You may also discuss any questions or concerns you may have with respect to the termination process or any post-employment benefits to which you may be entitled, such as COBRA benefits.

Requests for references from potential future employers should be directed to the Chief Operating Officer, who is the only person authorized to respond to such requests. All requests for references received by others within the Association should be forwarded to the Chief Operating Officer. Reference information provided by AIR CRE is normally limited to the dates of employment and the last position held. A written pre-authorization for the release of any other information is normally required before the information will be provided.

COBRA Benefits

If you are covered under the Association's group health insurance plan, you may be eligible for continuation of your health insurance following termination of employment, or during an extended leave of absence. The Consolidated Omnibus Budget Reconciliation Act ("COBRA") gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the Association's health plan when a "qualifying event" would normally result in the loss of eligibility.

Some common qualifying events are resignation, termination of employment (other than due to gross misconduct), a reduction in hours below the minimum eligibility level, or an extended leave of absence. Additional qualifying events for beneficiaries include divorce or legal separation from the covered employee, death of the covered employee, and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage after a qualifying event at the Association's group rates, plus an administration fee for continuation coverage. The employee will be provided a written notice describing rights granted under COBRA when a qualifying event occurs. The notice contains important information about the rights and obligations of the employee and/or beneficiary(ies). Failure to timely comply with the requirements and deadlines outlined in the notice may result in a loss of insurance coverage. For this reason, it is important for covered employees to keep the Association informed of any changes in family status, and age of dependents.

E. EMPLOYEE BENEFITS

AIR CRE presently offers regular full time employees (unless otherwise stated, eligible employees are defined as those who are regularly scheduled to work at least 37.5 hours per week) who have completed the applicable waiting periods the opportunity to participate in employee benefits plans, such as:

Group Medical and Dental Insurance: Employees who work a minimum of 30 hours each week become eligible the first day of the month following completion of the 60-day waiting period. AIR CRE pays the monthly premium for the employee's coverage. Dependents' coverage may be added at the employee's expense. Benefits information will be provided separately.

Life Insurance: Regular full time employees become eligible the first day of the month following completion of the 60-day waiting period. AIR CRE pays the monthly premium for life insurance for non-exempt and exempt employees excluding management in the amount of 100% of the employee's annual compensation plus \$25,000 (without medical examination), up to a maximum of \$75,000. AIR CRE pays the monthly premium for life insurance for management employees in the amount of two times the annual compensation plus \$25,000 (without medical examination), up to a maximum of \$200,000. Benefits information will be provided separately.

401(k) Plan: Regular full time and part time employees become eligible to participate upon hire. AIR CRE may make additional contributions, in its sole discretion. Benefits information will be provided separately.

Paid Holidays: Regular full time employees become eligible upon hire. Please see the Holidays policy below for further information.

Paid Vacation Leave: Regular full time employees become eligible upon hire. Please see the Vacation Leave policy below for further information.

Paid Sick Leave: Regular full time employees become eligible upon hire. Please see the Sick Leave policy below for further information.

Please note that all employee benefits plans are subject to change from time to time in AIR CRE's sole discretion.

Holidays

Regular full time employees are eligible for holiday pay for the following designated holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Day after Thanksgiving
- Christmas Day

Three additional floating holidays are available to each employee each year. Floating holiday requests must be submitted to your Department Manager with as much advance notice as possible – normally at least seven days. Floating holiday benefits will be applied to vacation or other personal

time off before vacation benefits (but not before sick leave or medical appointment benefits) will be applied.

Regular full time employees are eligible for compensation at their regular rate of pay for each of these holidays. These hours are not considered "time worked" for purposes of overtime. In the sole discretion of the Association, holidays that fall on a Saturday may be observed the previous Friday, and holidays that fall on a Sunday may be observed the following Monday. In addition, the Association, in its sole discretion, may be closed on Monday if a holiday falls on Tuesday and on Friday if a holiday falls on Thursday. The extra day will be unpaid or you may request use of accrued vacation leave benefits.

To be eligible for holiday pay, you must work your regularly scheduled shift before and after the holiday, unless the holiday falls during an approved vacation or bona fide sick leave, in which case you will be paid for the holiday and will not be charged for that vacation or sick day. If an employee is out of the workplace the day before and/or the day following a paid holiday due to an illness or injury, AIR CRE may require medical certification of illness or injury from the employee's health care provider before the employee will be eligible to be paid for the holiday. Employees on a leave of absence are ineligible for holiday pay.

If you wish to take time off for a religious observance that is not a designated holiday, please submit a written request to your supervisor at least 30 days in advance. Please note the reason as religious observance, and AIR CRE will make every reasonable effort to accommodate your request. If approved, the time off will be unpaid or you may use accrued vacation benefits.

Vacation Leave

Beginning on the first day of employment, regular full time employees begin to accrue 3.125 hours in vacation leave benefits per semi-monthly pay period, which is equivalent to two weeks (75 hours) per year. Beginning on the four-year anniversary, regular full time employees begin to accrue 4.688 hours in vacation leave benefits per semi-monthly pay period, which is equivalent to three weeks (112.5 hours) per year.

Although vacation leave benefits begin to accrue from the first day of work, vacation leave normally will not be approved until you have completed at least six months of continuous employment. Any time off prior to that time will be unpaid. AIR CRE does not normally allow any employee to take vacation leave that has not yet accrued. Employees on leaves of absence do not accrue vacation leave benefits.

Employees are encouraged to use vacation leave benefits to schedule time off for rest and relaxation. As benefits are accrued, employees may elect to cash out some or all of their accrued benefits, upon request and approval by the CFO, in minimum full day increments.

The maximum benefits you may accrue is 1.5 times your annual accrual rate. A monthly report is provided to you once per month that shows the total accrued, unused vacation leave benefits. When you are nearing the maximum cap, you will be encouraged to schedule time off or request a cash-out of some or all of your benefits. If you fail to do so and reach the maximum cap, you will stop accruing any additional benefits until you use or cash out some of the benefits, at which time you will once again begin accruing vacation leave benefits. The Association reserves the right to require that any employee take time off and apply accrued vacation leave benefits.

You must have advance written approval before taking vacation leave. Vacation requests must be submitted in writing to your Department Manager, normally at least two weeks in advance. Although efforts will be made to accommodate your vacation request, approval is discretionary depending on the business needs of AIR CRE at that time. In the event of a conflict in scheduling, AIR CRE may

consider when the leave request was received, business and staffing needs, and seniority.

You are not expected to perform any work while on an authorized vacation leave. Please note that the vacation leave accrual of both exempt and non-exempt employees will be docked for partial and full day absences. You will be paid for all accrued but unused vacation leave benefits upon termination of your employment.

Sick Leave for Full-Time Employees

Beginning on the first day of employment employees will accrue sick leave benefits at the rate of 1 hour for every 30 hours worked, with an annual and overall cap of 48 hours. For exempt employees, accrual rates are based on a 40-hour workweek. Although sick leave benefits begin to accrue from the first day of work, benefits normally will not be available until the 90th day of employment. These sick leave benefits will be applied to all time off for health-related reasons, including time off taken for illness, injury or medical appointments that must be made during working hours, for either the employee or for the employee's Family Member. A Family Member is a child (including step-child, foster child, legal ward or a child whom you care for), spouse, registered domestic partner, grandparent, grandchild or sibling. It may also be applied to time off work per the Company's Crime

If an employee's earned, unused benefits reach the maximum 48 hours allowed, the employee will not accrue additional benefits until the employee once again falls below the maximum, at which time the employee will resume accruing sick leave benefits from that date forward. The Company does not normally allow employees to use sick leave benefits that have not yet accrued. If an employee has accrued, unused benefits at the end of the calendar year, the employee may opt to cash out up to 48 hours of those benefits. Up to 48 hours of unused sick leave will also be paid out upon termination of employment.

Medical, dental and other appointments should be scheduled before or after work whenever possible. Please provide as much advance notice as possible and, in any event, not less than twenty-four (24) hours, if time off is necessary for an appointment or other (important) reason.

In the event of illness or injury necessitating your absence, you must personally notify your Department Manager before 9:00 a.m., stating the reason for the absence and the anticipated time he/she will be away from the job. If the Department Manager is not available, you are required to notify the Chief Operating Officer or leave a message in the general voicemail box. If you become ill or are injured during the workday, or must leave early for any other reason after arriving at work, you must personally notify your Department Manager before leaving. Unless you have made other arrangements, you must call your Department Manager each day of your absence. Failure to provide adequate notice may result in disciplinary action, up to and including termination.

Employees on leaves of absence do not accrue sick leave. Please note that the sick leave accrual of both exempt employees and non-exempt will be docked for full day absences and absences of two hours or more.

If you miss multiple days of work or you are not able to report to work due to illness or injury for more than three consecutive days, you may be required to present medical certification of your injury or illness and/or medical certification that you are sufficiently recovered to return to work, with or without restrictions. Employees who are required to provide a medical release to return to work or a "fitness for duty" certificate may not return to work or perform any duties until that certification is received.

An absence of any duration (including part of a day) without providing notice as required may result in disciplinary action up to and including immediate termination of employment. An absence of one day without providing notice as required will be considered a voluntary

resignation. Your last day worked will be the date of separation, and you will not be eligible for re-hire.

Failure to return from an approved leave of absence will also be considered a voluntary resignation, in which case the date of the expiration of the leave will be considered the separation date

No employee will be terminated or retaliated against for properly using or requesting these benefits; employees who have been retaliated against for exercising these rights may file a complaint against that employer

Sick Leave for Part-time Employees

On January 1st of each year part-time employees will receive 24 hours of paid sick leave to use during that calendar year. For new hires, sick leave will be granted upon hire, however sick days may not be used until the 90th day of employment and only if you have actually worked for AIR CRE at least 30 days within a 12 month period.

These sick leave benefits will be applied to all time off for health-related reasons, including time off taken for illness, injury or medical appointments that must be made during working hours, for either the employee or for the employee's Family Member. A Family Member is a child (including step-child, foster child, legal ward or a child whom you care for), spouse, registered domestic partner, grandparent, grandchild or sibling. It may also be applied to time off work per the Company's Crime or Domestic Victim Leave policy.

Medical, dental and other appointments should be scheduled before or after work whenever possible. Please provide as much advance notice as possible and, in any event, not less than twenty-four (24) hours, if time off is necessary for an appointment or other (important) reason.

In the event of illness or injury necessitating your absence, you must personally notify your Department Manager before 9:00 a.m., stating the reason for the absence and the anticipated time he/she will be away from the job. If the Department Manager is not available, you are required to notify the Chief Operating Officer or leave a message in the general voicemail box. If you become ill or are injured during the workday, or must leave early for any other reason after arriving at work, you must personally notify your Department Manager before leaving. Unless you have made other arrangements, you must call your Department Manager each day of your absence. Failure to provide adequate notice may result in disciplinary action, up to and including termination.

Employees on leaves of absence do not accrue sick leave. Please note that the sick leave accrual of both exempt employees and non-exempt will be docked for full day absences and absences of two hours or more.

An absence of any duration (including part of a day) without providing notice as required may result in disciplinary action up to and including termination of employment. Any absence of one full day or more without providing notice as required will be considered a voluntary resignation. Your last day worked will be the date of separation.

Please note that the sick leave for both exempt and non-exempt employees will be docked for full day and partial day absences in excess of one hour. Unused sick leave will not rollover, nor will it be paid out upon termination of employment.

No employee will be terminated or retaliated against for properly using or requesting these benefits; employees who have been retaliated against for exercising these rights may file a complaint against that employer.

F. LEAVES OF ABSENCE AND ACCOMMODATION POLICIES

Workers' Compensation

AIR CRE provides workers' compensation insurance as required by law to protect employees who are injured on the job or who become ill because of the job. This insurance provides medical, surgical and hospital treatment, in addition to partial payment for loss of earnings, and retraining assistance if you are unable to return to your usual job or occupation. Death benefits are provided to dependents of a worker who dies from a work-related injury or illness. In addition, you may pre-designate your regular physician as your treating physician before an injury occurs.

If you are injured while working or while on AIR CRE premises, you are required to immediately report the injury to your Department Manager, and to report the injury to the Chief Operating Officer as soon as practical, regardless of how minor it may be. Claims forms are always available. Employees who report any injury will be protected from retaliation for having done so.

AIR CRE will provide a leave of absence to an employee who is unable to work due to a work-related injury. A request for medical leave is to be submitted as soon as possible and must include medical certification from the health care provider stating (a) the date on which the work-related injury or illness commenced, (b) the probably duration of the condition, (c) confirmation of your inability to work during this time, and (d) your anticipated return to work date. The employee is responsible for submitting up-to-date medical certifications for the duration of the leave, and a release to return to work (with or without restrictions) before returning to work. Upon expiration of medical certification, failure to provide new medical certification or provide a release and return to work will be considered job abandonment.

A workers' compensation leave will run concurrently with a medical leave of absence. Available paid sick leave and vacation pay will be applied to the leave unless otherwise requested. You do not earn sick pay or receive holiday pay or other benefits during any leave of absence.

Your insurance will continue as if you were working for up to six weeks, as long as the employee timely pays his/her share of the premiums during that time. If your leave extends beyond this time period, you may elect to continue your coverage through COBRA. An explanation of these benefits will be provided to you.

Please contact your Department Manager or the Chief Operating Officer to confirm your return from leave at least one week before your scheduled return date. Before returning to work, you will be required to provide medical certification from the health care provider confirming that you are sufficiently recovered to return to work, with or without restrictions. You may not be permitted to report to work without the certification. Failure to return to work at the end of your authorized leave will be considered a voluntary resignation unless, prior to expiration of the leave, you notify your Manager or the Chief Operating Officer that you continue to suffer from a legally-recognized disability or work-related injury and other arrangements are made.

As with all leaves, failure to return at the end of an authorized leave will be deemed a voluntary termination of your employment. Any employee who is on an authorized leave and engages in alternate employment or self-employment during the leave may be deemed to have voluntarily resigned employment with the Company. Any misrepresentation or fraud associated with a leave or leave request shall be grounds for immediate termination.

Any person who makes or causes to be made any knowingly false or fraudulent material statement for the purpose of obtaining or denying workers' compensation benefits or payment is guilty of a felony. If you have any questions, please discuss them with the Chief Operating Officer.

Disability, Pregnancy and Breastfeeding Accommodation

AIR CRE does not discriminate, and does not tolerate discrimination, on the basis of disability due to: a) pregnancy, childbirth or any related condition; b) physical or mental condition or impairment; or c) other medical condition (collectively, "Qualifying Condition"). The Company also does not discriminate, or tolerate discrimination, based on breastfeeding (or medical conditions related to breastfeeding).

Any employee who is unable to perform his or her regular duties due to a Qualifying Condition, or who believes that a temporary transfer to a less strenuous or hazardous position may be appropriate due to a Qualifying Condition, is encouraged to speak with the Department Manager regarding appropriate, reasonable accommodations that may be available, consistent with the advice of the employee's health care provider. AIR CRE welcomes the opportunity to engage in meaningful communications regarding reasonable accommodations that will enable an employee with a Qualifying Condition to successfully perform the essential functions of his or her position with the Company.

In addition, the Company supports an employee's choice to breastfeed, and will provide reasonable break time to accommodate an employee desiring to express breast milk for her infant child. Employees who intend to breastfeed are encouraged to speak with the Department Manager as soon as possible (including prior to Pregnancy Disability Leave) to discuss available accommodations. If the employee's regular work area is not private, management will work with the employee to arrange for the use of a room or other appropriate location for the employee to express milk in private. For non-exempt employees, the break time will run concurrently with the employee's paid 10-minute rest break(s). Additional (unpaid) time off will be provided, as necessary.

Any employee who feels that he or she is a victim of, or witness to, discrimination should immediately report the matter to the Department Manager. If the General Manager is not available, or you are more comfortable reporting the matter to the Chief Operating Officer or another manager, please do so. Your initial report may be verbal or written, and should provide the relevant facts and individuals involved, including potential witnesses. Failure to report your concerns and provide the necessary information prevents the Company from taking the appropriate steps to prevent and/or correct such situations. If you have any questions, please speak with the Chief Operating Officer.

Medical and Pregnancy Disability Leaves of Absence

Employees are eligible for an unpaid medical or pregnancy disability leave of absence due to a verified illness or injury, or due to pregnancy, childbirth or a related medical condition.

Requests for medical or pregnancy disability leave should be submitted to your supervisor or the Department Manager at least thirty (30) days in advance, if possible, or as soon as practicable. Leave requests must include medical certification stating the need for the leave, your inability to perform the functions of your position, the dates you will be unable to work, and your anticipated date of return to work.

Pregnancy disability leave is available for the period of actual disability, up to a maximum of four (4) months, upon receipt of medical certification and approval of the request. An employee returning from an approved pregnancy disability leave will be returned to her former position, unless her job has been eliminated for legitimate business reasons, or she would have been terminated regardless of the pregnancy. Other employees returning from an approved medical leave will be returned to the former or a comparable position, or another position for which the employee is qualified if such an opening exists.

A request for medical leave is to be submitted as soon as possible and must include medical certification from the health care provider stating (a) the date on which the work-related injury or illness commenced, (b) the probably duration of the condition, (c) confirmation of your inability to

work during this time, and (d) your anticipated return to work date. The employee is responsible for submitting up-to-date medical certifications for the duration of the leave, and a release to return to work (with or without restrictions) before returning to work. Any request for a leave extension must include medical certification stating the need for the extension, your continuing inability to perform the functions of your position, the dates you will continue to be unable to work, and your anticipated date of return to work. Extension requests received after the expiration of the approved leave period will not be granted. Failing to report to work on the expected date without having been granted an extension, or to provide a release and return to work certification upon returning to work, will be considered job abandonment.

A medical leave may run concurrently with a workers compensation leave of absence. Available paid sick leave and vacation pay will be applied to the leave unless otherwise requested. You do not earn sick pay or receive holiday pay or other benefits during any leave of absence.

For employees on pregnancy disability leave, insurance coverage will continue as if you were working for the period of disability up to four months, as long as the employee timely pays her share of the premiums during that time. For other approved medical leaves, insurance will continue as if you were working for up to six weeks, as long as the employee timely pays his/her share of the premiums during that time. If your leave extends beyond this time period, you may elect to continue your coverage through COBRA. An explanation of these benefits will be provided to you.

You may be eligible for State Disability Insurance (SDI) benefits during the period of a medical leave or pregnancy disability leave. You are responsible for applying to the State of California for SDI benefits. A seven (7) day waiting period applies before you become eligible for benefits.

Please contact the Department Manager or Chief Operating Officer to confirm your return from leave at least one week before your scheduled return date. Before returning to work, you will be required to provide medical certification from the health care provider confirming that you are sufficiently recovered to return to work, with or without restrictions. You may not be permitted to report to work without the certification. Failure to return to work at the end of your authorized leave will be considered a voluntary resignation unless, prior to expiration of the leave, you notify your Manager that you continue to suffer from a legally-recognized disability or work-related injury and other arrangements are made.

Any employee who is on an authorized leave and engages in alternate employment or self-employment during the leave may be deemed to have voluntarily resigned employment with the Company. Any misrepresentation or fraud associated with a leave or leave request shall be grounds for immediate termination.

Any employee who seeks or obtains leave or an accommodation through misrepresentation or fraud will be terminated. If you have any questions, please discuss them with the Department Manager or Chief Operating Officer.

Paid Family Leave

You may be eligible for partial payment for loss of earnings, resulting from the state-sponsored Family Care Leave.

The State of California has established a Paid Family Leave (PFL) program, which allows eligible employees to receive Family Temporary Disability Insurance benefits for time off work for up to six (6) weeks in a twelve (12) month period to care for a seriously ill child, spouse, parent, or Registered Domestic Partner, or to bond with a new child. PFL is a component of the State Disability Insurance (SDI) program and generally applies to employees covered by SDI. Please be aware that the PFL

program does **NOT** provide job protection or return rights, although job protection may exist under other policies.

All requests for time off for PFL will be handled on a case-by-case basis. AIR CRE may consider your employment history, the circumstances surrounding the leave request, and business and staffing conditions at the time. An employee wishing to take time off for PFL must provide notice at least thirty (30) days in advance if possible, or as soon as practicable if thirty (30) days' notice is not possible. Failure to provide appropriate notice may affect the leave request.

You are responsible for applying to the State of California for PFL benefits. A seven (7) day waiting period must be served before you become eligible for benefits. You will not be eligible for PFL benefits if you are receiving workers' compensation, SDI or unemployment benefits. As with Family Care Leave, medical certification or proof of a new child will be required when requesting PFL benefits from the State of California.

As with all leaves, any misrepresentation associated with a leave request shall be grounds for immediate termination. Failure to return at the end of an approved leave will be deemed a voluntary termination of your employment with the Company. Should you need further information or have any questions concerning these policies or your employment, please feel free to speak to the Department Manager or Chief Operating Officer.

Parent Leave (“Baby Bonding”)

Employees who have been employed for at least one year and have worked at least 1,250 hours over the prior 12 months may take up to 12 weeks of unpaid time off work to bond with a new child. The leave must be taken within one year of the child's birth, adoption or foster care placement. Employees must submit a written request for parent leave as soon as possible and at least 30 days prior to the requested leave date. (Employees on pregnancy disability leave must make this request at least 30 days prior to the expiration of the PDL). Available paid time off may be used for during the leave. Your health insurance benefits will continue as if you were working for up to 12 weeks as long as you continue to timely pay your share of the premiums. If approved, the employee will be reinstated to the same or a comparable position at the end of the leave. You do not earn sick or vacation benefits or receive holiday pay during the time off. Failure to return at the end of an approved leave will be deemed a voluntary termination of your employment.

Personal Leave

An unpaid personal leave of absence may be granted for a compelling personal or family emergency or circumstances to regular employees who have completed at least one year of continuous employment, in the sole discretion of AIR CRE. The Company will consider factors such as employment history, the circumstances surrounding the leave request, and the Company's staffing and other business needs. An employee must pay his/her group health insurance premiums in full during the leave, and is not guaranteed reinstatement. An employee on a personal leave in excess of two weeks must contact the Department Manager or Chief Operating Officer and confirm the date of return from leave at least one week before the scheduled return date. Extension requests received after expiration of the authorized leave will not be approved.

Military Leave of Absence

AIR CRE provides unpaid military leaves of absence, and does not discriminate against past or

present members of the uniformed services, or applicants to the uniformed services, with respect to initial employment, reemployment, retention, promotion or employee benefits, in accordance with applicable law.

You will be eligible for reemployment with AIR CRE if you leave to perform service in the uniformed service and:

1. You provide notice to the Department Manager or Chief Operating Officer in advance of the service;
2. You have five years or less of cumulative service in the uniformed service while employed with AIR CRE;
3. You return to work in a timely manner; and
4. You are not separated from service with a disqualifying discharge or under other than honorable conditions.

An employee returning from an approved Military Leave is guaranteed reinstatement to the job and benefits the employee would have attained if he or she had not been absent due to military service, or to a comparable position for which the employee is qualified, unless the employee would have been terminated regardless of the Military Leave. Military Leave is unpaid.

AIR CRE needs, expects and encourages you to come forward, without delay, should you suspect that unlawful discrimination or retaliation has occurred as a result of a military leave of absence. Failure to report your concerns prevents AIR CRE from taking the appropriate steps to prevent and/or correct such situations. Employees will be protected from retaliation of any kind based on military service or taking an approved military leave of absence.

Leave for Military Spouse / Partner

Regular employees who are regularly scheduled to work more than 20 hours per week are eligible for an unpaid leave of absence for up to 10 days if the employee's spouse or Registered Domestic Partner is a member of the military who is on leave from deployment. In order to be eligible, you must be regularly scheduled to work more than 20 hours per week.

Eligible employees must provide the Department Manager or Chief Operating Officer with a copy of the documentation certifying that your spouse or Registered Domestic Partner will be on leave from deployment during the time the leave is requested within two business days of receiving the official notice. Please note that failure to provide appropriate notice may result in deferral of the leave. Any available paid sick leave will be applied unless otherwise directed.

Failure to return at the end of an approved leave will be deemed a voluntary termination of employment with the Company. Any employee who is on an approved leave and engages in alternate employment or self-employment during the leave may be deemed to have voluntarily resigned. As with all leaves, any misrepresentation or fraud associated with a leave request shall be grounds for immediate termination. If you have any questions, please discuss them with the Department Manager or Chief Operating Officer.

Leave for Emergency Personnel

AIR CRE provides unpaid leaves of absence to perform emergency duty as a volunteer firefighter, a

reserve peace officer, or emergency rescue personnel. AIR CRE also provides unpaid leaves of up to a maximum of fourteen (14) days for volunteer firefighters to engage in fire or law enforcement training. To be eligible, you must notify AIR CRE in advance of the service (whenever reasonable to do so), notify AIR CRE upon completion of the service and provide verification of the service.

Donor Leave

AIR CRE provides a paid leave of absence for up to (a) five business days (one week) for an employee who donates bone marrow, or (b) thirty business days (six weeks) for an employee who donates an organ, per year ("Donor Leave"). Any available sick leave benefits will be applied to this leave.

To be eligible for Donor Leave, you must (a) provide the Department Manager or Chief Operating Officer as much advance notice as possible in advance of the leave; (b) provide medical certification confirming the procedure and dates of the leave of absence; (c) contact the Department Manager or Chief Operating Officer before your scheduled return date (one week in advance in the event of a leave in excess of two weeks) to confirm that you will be released to return to work on the scheduled date; and (d) provide a medical release prior to or on the day of your return to work. You will not be permitted to resume work without medical certification releasing you to return to work, with or without restrictions.

Donor leave does not count against eligibility for an employee medical leave of absence, however, any medically necessary leave beyond the times specified above, will be considered a medical leave of absence. Please see the medical leave of absence policy for applicable terms and conditions.

Any employee who is on a leave of absence and engages in alternate employment or self-employment during the leave may be deemed to have voluntarily resigned from the Company. Any employee who seeks or obtains leave through misrepresentation or fraud will be terminated. If you have any questions, please discuss them with the Department Manager or Chief Operating Officer.

Jury Duty

You will be granted time off if called for jury duty. AIR CRE will pay one day's pay to non-exempt employees for jury duty. Employees may take the additional time off unpaid or may apply accrued vacation pay. Exempt employees should check with the Department Manager or Chief Operating Officer regarding leave or unpaid time off for this purpose. Of course, you are expected to report to work during hours or days that your presence is not required in court. An employee who does not report to work when available will not be on approved leave for the day, or any portion thereof. You must present your jury summons to the Department Manager or Chief Operating Officer as soon as you receive it.

Victim of Domestic Violence, Sexual Assault or Stalking

Victims of domestic violence, sexual assault or stalking may request time off from work if needed to testify or appear in court, to obtain protection for yourself or your children, to obtain services from a domestic violence or sexual assault program, to obtain treatment for physical or mental injury resulting from the domestic violence or sexual assault, or to participate in safety planning. You are required to provide reasonable advance notice whenever possible, and to present your subpoena or other pertinent documentation verifying the purpose for the absence to the General Manager as soon as reasonably possible. Non-exempt employees may take unpaid personal leave for this purpose. Exempt employees should check with the Department Manager or Chief Operating Officer

regarding available leave or unpaid time off for this purpose. Of course, you are expected to report to work during hours or days that you are able and available for work. To the extent reasonably possible, the reason for such an absence will be treated as confidential. An employee who does not report to work when available will not be on approved leave for the day, or any portion thereof.

Victim of Serious or Violent Felony

You will be granted time off to attend judicial proceedings related to the commission of a qualifying serious or violent felony if (a) you are subpoenaed to appear as a witness, (b) you are a victim of the crime, or (c) the victim of the crime is an Immediate Family Member. "Immediate family member" means (a) the employee's spouse or Registered Domestic Partner, (b) the child of the employee, spouse or Registered Domestic Partner (c) the employee's parent or step-parent, or (d) the employee's sibling or step-sibling. You are required to provide reasonable advance notice whenever possible, and to present your subpoena or other pertinent documentation regarding the appearance to the Department Manager or Chief Operating Officer as soon as you receive it. Non-exempt employees may take unpaid time off for this purpose. Exempt employees should check with AIR CRE regarding available leave or unpaid time off for this purpose. Of course, you are expected to report to work during hours or days that your presence is not required in court. To the extent reasonably possible, the reason for such an absence will be treated as confidential. An employee who does not report to work when available will not be on approved leave for the day, or any portion thereof.

Voting

If you are unable to vote in a statewide election during non-work hours **due to your work schedule**, and you advise your supervisor at least two working days in advance, AIR CRE may grant you up to a maximum of two hours paid time off at the beginning or ending of your shift in order for you to vote. Upon your return to work, you must present the General Manager with a voter's receipt.

School Leave Policy

Employees will be permitted to take time off for required school conferences involving the possible suspension or expulsion of a child from school. AIR CRE also provides up to a total of up to forty (40) hours (but no more than eight hours in any one month) of time off each year to allow for a parent, guardian or custodial grandparent to attend school or licensed day-care activities regarding the children in their custody. Time off for this purpose will be unpaid for non-exempt employees. You must provide reasonable notice in writing to the General Manager, and you may be asked for written verification that you attended the conference or school event.

G. ACKNOWLEDGMENT

Acknowledgment – Employee Copy (Employee to Retain)

By my initials and signature below, I acknowledge and agree that I have received, read and understand the AIR CRE (the “Association”) Employee Handbook, and that each provision of this Handbook applies to my employment with the Association, including (but not limited to) the following:

_____ Employment with AIR CRE is “at-will.” which means that both AIR CRE and the employee has the right to terminate the employment at any time, with or without cause and with or without prior notice. In addition, AIR CRE may change the duties, compensation or hours, or transfer, reassign, promote, demote, suspend or otherwise change the terms and conditions of employment (other than the at-will relationship), with or without cause or prior notice. This at-will relationship may not be changed by any person, statement or conduct, whether express or implied, other than by a written agreement that expressly alters the at-will status and is signed by the Executive Director. This is an integrated statement of the at-will employment relationship.

_____ AIR CRE provides a work environment free of discrimination, harassment or retaliation. I have read and understand AIR CRE’s policy against discrimination and harassment. I understand that if I experience or witness discriminatory or harassing conduct, that I am expected and encouraged to immediately come forward to report that to senior management. Retaliation against anyone who opposes, reports or assists another person in reporting suspected discrimination or harassment is also prohibited. The Association will not tolerate discrimination, harassment or retaliation.

_____ Confidential Information is proprietary to the Association, and must be kept in confidence, both during employment and at all times thereafter. Unless required by law, or for an authorized business purpose, Confidential Information may not be disclosed to anyone outside AIR CRE without the written authorization of the Executive Director. Confidential Information may not be retained after termination of employment, in any form, without the written authorization of the Executive Director. Both during employment and at all times thereafter, Confidential Information must be treated as confidential and proprietary to the Association, and may not be used or released to any person or entity without the Executive Director’s written authorization.

_____ All AIR CRE computers, telephones, cell phones, pagers, facsimile machines and other electronic equipment and systems (“Association Equipment”) are AIR CRE property, and are provided for authorized business use only. AIR CRE may monitor, search, access, open, review, read, use, disclose and/or search Association Equipment and its contents at any time. Users should not have any expectation of privacy or confidentiality when using these resources. The Association’s right to search Association Equipment and all contents may not be waived by any Association representative, except by a written agreement signed by the Executive Director.

_____ None of the statements or provisions of this Handbook is intended to restrict or prohibit any employee from engaging in protected, concerted activity under the National Labor Relations Act.

Signature: _____

Date: _____

Print Name: _____

Acknowledgment – Employer Copy (Sign and Turn In)

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Signature: _____

Date: _____

Print Name: _____