AGREEMENT
Between
SERVICE EMPLOYEES INTERNATIONAL UNIOn, LOCAL 73

And
WESTREC MARINA MANAGEMENT, INC.

Effective January 1, 2015 through December 31, 2019
# TABLE OF CONTENTS

Agreement..............................................................................................................1
Preamble: Intent and Purpose..................................................................................1
Article I: Recognition of the Union as Bargaining Agent ......................................1
Section 1.1: Description of Unit.............................................................................1
Section 1.2: New Classifications...........................................................................1
Section 1.3: Gender.................................................................................................2
Section 1.4: Job Descriptions................................................................................2
Section 1.5: Classification Audit............................................................................2
Section 1.6: Exclusion of Titles ..............................................................................2
Section 1.7: Facility/Property Exclusions ...............................................................2
Article II: Dues Check Off and Indemnification.....................................................2
Section 2.1: Union Membership............................................................................2
Section 2.2: Dues Deduction..................................................................................3
Section 2.3: C.O.P.E Deduction.............................................................................3
Section 2.4: Indemnification..................................................................................3
Article III: Employee Handbook and Union Agreement........................................3
Article IV: Union Access, Steward Authority and Bulletin Boards.......................4
Section 4:1 Union Access and Facilities’ Operations..............................................4
Section 4.2: Steward Authority..............................................................................4
Section 4.3: Bulletin Boards..................................................................................4
Section 4.4: Seminars, Conferences and Forums...................................................4
Section 4.5: Seasonal Facility Operating Schedules...............................................4
Article V: Management Rights .............................................................................5
Section 5.1: Description........................................................................................5
Section 5.2: Liabilities and Obligations of Employer.............................................5
Section 5.3: Successorship....................................................................................5
Article VI: Subcontracting......................................................................................6
Article VII: Non-Discrimination ................................................................. 6
Section 7.1: Union Membership Activity ................................................. 6
Section 7.2: Discrimination Prohibited ...................................................... 6
Article VIII: Discipline ............................................................................ 7
Section 8.1: Handbook Provisions ........................................................... 7
Section 8.2: Just Cause ........................................................................... 7
Section 8.3 Progressive Discipline .......................................................... 7
Section 8.4: Employee Rights ................................................................. 7
Article IX: Safety .................................................................................... 7
Section 9.1: Safety Provisions ................................................................. 7
Section 9.2: Safety Materials and Gear ..................................................... 8
Section 9.3: Employee and Customer Safety ............................................. 7
Section 9.4: Labor-Management Safety Committee ................................. 8
Section 9.5: Hepatitis Inoculations ........................................................... 8
Section 9.6: Employee Training ............................................................... 8
Section 9.7: Training Records ................................................................. 8
Section 9.8: Alcohol and Drug Testing Policy and Procedures ................. 8
Article X: Grievance Procedure ............................................................... 9
Section 10.1: Definition ........................................................................... 9
Section 10.2: Informal Resolution ............................................................ 9
Section 10.3: Formal Resolution/Time Limits for Filing ......................... 9
Section 10.4: Arbitration - General Provisions ....................................... 10
Section 10.5: Arbitrator’s Decision ......................................................... 10
Section 10.6: Fees and Expenses ............................................................ 10
Article XI: No Strike - No Lockout ........................................................ 11
Section 11.1: No Strike ......................................................................... 11
Section 11.2: No Lockout ..................................................................... 11
Section 11.3: Disciplinary Action ........................................................... 11
Section 11.4: Unauthorized Work Action .............................................. 11
Section 15.6: Lay Off and Recall ................................................................. 19
Section 15.7: Bumping Rights ................................................................. 20
Section 15.8: Working Out of Classification ......................................... 20
Article XVI: Leaves .......................................................................................... 20
Section 16.1: Earning Sick Leave ............................................................. 20
Section 16.2: Related Guidelines for Sick Leave ..................................... 20
Section 16.3: Bereavement .......................................................................... 21
Section 16.4: Jury Duty .................................................................................... 21
Section 16.5: Leave of Absence without Pay ............................................. 22
Section 16.6: Military Leave ........................................................................... 22
Section 16.7: Court Leave ............................................................................. 22
Article XVII: Health Benefits ...................................................................... 21
Section 17.1: Basic Benefit ........................................................................... 22
Section 17.2: Life Insurance .......................................................................... 22
Article XVIII: Union/Employer Relationships ........................................... 23
Section 18.1: Copy of Agreement ............................................................... 23
Section 18.2: Employee List .......................................................................... 23
Article XIX: Miscellaneous Provisions ....................................................... 23
Section 19.1: Uniforms .................................................................................. 23
Section 19.2: Personnel Files ....................................................................... 23
Section 19.3: Transportation Worker Identification Credential (TWIC) .... 23
Section 19.4: Transfer Procedures - Chicago Properties ......................... 24
Section 19.5: Transfer Procedures - Employer's System ......................... 24
Section 19.6: Parking .................................................................................... 24
Section 19.7: Mileage Reimbursement ....................................................... 24
Article XX: General Savings Clause .......................................................... 25
Article XXI: Scope of Bargaining-Entire Agreement ................................ 25
Article XXII: Term of Agreement ............................................................... 26
Appendix A: Job Classifications ................................................................. 27
Appendix B: Bargaining Unit/IRM Premium Pay/Rig Pay .............................................28
Appendix B1: Skate Grievance Settlement Letter ..................................................30
Appendix B2: Wages .........................................................................................31
Appendix B3: Wage Charts ................................................................................32
Appendix C: Employee Handbook .....................................................................34-79
Appendix D: Safety Equipment .........................................................................80
Appendix E: Job Descriptions ...........................................................................81
Appendix F: Alcohol and Drug Policy .................................................................82
Exhibit A: Initial/Confirmatory Test Level .........................................................89
Exhibit B: Employment Rehabilitation Agreement ..........................................90
Exhibit C: Employee Consent and Release .......................................................91
Exhibit D: Drug Test Procedure /Tender Captain DOT Requirements ...........92
AGREEMENT

This Agreement is made and entered into this January 1, 2015 by and between Westree Marina Management, Inc. (Westree Properties, Inc.) at the following Chicago Harbers and Marinas (Montrose, Belmont, Diversey, DuSable, Monroe, Burnham, 31st Street, 59th Street, Jackson Outer, Jackson Inner, the 95th Street Boat Launch), Chicago Ice Skating Rinks (Millennium and Maggie Daley Skating Ribbon) and/or any modification of harbor or skate facilities or services, herein designated as the "Employer" and Service Employees International Union, Local 73, herein designated as the "Union."

Preamble: Intent and Purpose

It is the intent and purpose of the parties to set forth herein the Agreement covering rates of pay, hours of work, and other conditions of employment to be observed between the parties and to provide procedure for prompt, equitable adjustment of alleged grievances so as to promote orderly and peaceful relations with the employees. Further, the parties jointly recognize and agree that they are committed to assure superior service by developing and maintaining a respectful, professional and responsive relationship with our customers who make this Agreement possible.

Article 1: Recognition of the Union as Bargaining Agent

Section 1.1: Description of Unit

The Employer recognizes the Union as the sole bargaining agent for all employees who occupy positions in the job classifications described in Appendix A of this Agreement. The parties agree that such recognition and the terms of this contract shall apply to all employees except: all supervisors, confidential employees and executives, as defined in the National Labor Relations Act, as amended. The job classifications set forth in Appendix A are for descriptive purposes only. Their use is neither an indication nor a guarantee that these classifications or titles will continue to be utilized by the Employer.

Section 1.2: New Classifications

The Employer agrees that if any new classifications) should be established for the same or similar work presently being performed by those classifications identified in Appendix A, it will notify the Union within twenty (20) business days or as soon as practicable prior to implementation of the new classification and will meet with the Union to discuss the nature of the duties of the newly established position(s) and the appropriateness of the inclusion of the title in the Local 73 bargaining unit.

The following titles will be included in the Recognition Clause of the current Agreement: Pump Out Boat Operator and Life Guard.

Section 1.3: Gender

Wherever the male gender is used in the Agreement, it shall be construed to include both male and female employees.
Section 1.4: Job Descriptions

The parties agree to develop job descriptions, within one-hundred-twenty (120) days of the execution of this Agreement, for those classifications identified in Appendix A. This new addendum will be identified as Appendix E. The employer will take into consideration the Union's suggestions. For the purposes of Appendix E, seniority is defined as "time in a title."

Section 1.5: Classification Audit

The Employer will audit an employee's classification upon written request from the individual to the immediate supervisor. The response shall be provided within thirty (30) calendar days.

Section 1.6: Exclusion of Titles

In the event that a title contained in Appendix A has not been filled for over 5 years, it will be eliminated from Appendix A, but not from the bargaining unit. If the title or substantially equivalent job is subsequently resurrected and or renamed, it is understood that such title or job will be a part of the historical bargaining unit provided the duties are substantially the same as the former title.

The following titles will be excluded from the recognition clause of the current Agreement: Marine Inspector, Tennis Supervisor, Tennis Assistants I, Tennis Assistants II, Tennis Assistants III, Sailing Instructor I, Sailing Instructor II and Sailing Instructor III.

Section 1.7: Facility/Property Exclusions

In the event that a Westrec managed property(s) contained in the Agreement has not been open or managed by Westrec for over five (5) years, it will be removed from the Agreement, but not from the bargaining unit. If the facility/property or substantially equivalent facility/property is subsequently resurrected and/or renamed, it is understood that such facility/property will be a part of the historical bargaining unit provided that it offers the same services that is substantially the same as the former facility/property.

Article II: Dues Check Off and Indemnification

Section 2.1: Union Membership

Upon the signing of this Agreement, or upon the date of hire, whichever shall occur later, all bargaining unit employees shall be required to join the Union as a condition of employment. The Union shall provide the Employer with dues authorization cards for that purpose. The Employer agrees to provide the Union with a copy of all dues authorization cards on a monthly basis.

The authorization will be effective and irrevocable for a period of one (1) year from the date on which the authorization is executed or upon the expiration date of the applicable Collective Bargaining Agreement between the Employer and the Union, whichever occurs first, and from year to year thereafter.

Section 2.2: Dues Deduction

The Employer shall deduct the regular dues each pay period, together with a list of the names, employee numbers and amounts for whom deductions have been made, and forward said deductions to the Union within ten (10) business days from the date of the deduction. It is understood and agreed that the Union is obligated to timely advise the Employer of changes in dues rates.
Section 2.3: C.O.P.E. Deduction

The Employer agrees to deduct and transmit to SEIU C.O.P.E. such sums from the wages of employees who voluntarily authorize such deductions on the forms provided for that purpose by the Union. The transmital shall be accomplished by a list of the names of the employees from whom such deductions have been made and the amount deducted for each employee. The rate of deduction maybe adjusted once each calendar year. However, an employee may request termination of the deduction in its entirety, in writing, at any time during the year. It is understood that such withholdings will be transmitted at the same time as the employee's dues withholdings.

Section 2.4: Indemnification

The Union shall indemnify the Employer for all claims that may arise in the course of complying with any of the obligations of this Article.

Article III: Employee Handbook and Union Agreement

The Employer will provide all bargaining unit employees with a copy of the Westrec Employee Handbook, described as Appendix C herein. Employees are expected to comply with the rules and policies contained in the Handbook. The Employer and the Union agree that the provisions of the Agreement shall supersede the rules and policies reflected in the Handbook in the event of a conflict.

The Employer agrees to notify the Union ten (10) business days in advance of its intent to revise or modify the Westrec Employee Handbook, affording the Union the opportunity to respond. Notices regarding adopted changes will be posted at least ten (10) business days in advance of the effective date.

Copies of the revised Handbook and/or appropriate inserts will be provided to the Union and employees as soon as practicable and/or possible.

Article IV: Union Access, Steward Authority and Bulletin Boards

Section 4.1: Union Access and Facilities' Operations

One (1) Union Representative, as designated by the Union, shall have access to the premises of the Employer during a work related situation in order to help resolve a serious dispute or problem. The representative will not disrupt the work of employees on duty nor interfere with customer service.

The Employer will permit the Union to conduct quarterly meetings at designated facilities with prior notice to the Employer's Vice President-Human Resources, or designee.

Section 4.2: Steward Authority

The Union shall designate in writing to the Employer's local and corporate representatives the names of stewards elected to represent the employees in the bargaining unit in matters of the Agreement but shall not have any authority to alter, amend or modify any terms and/or provisions of the Agreement. The parties agree that stewards must notify their supervisor when they intend to leave their work area to represent employees. The steward will make every effort to schedule such meetings before and/or after his work hours and/or during non-work time whenever it is practical and/or possible to do so.
Section 4.3: Bulletin Boards

The Employer agrees to install or provide space for a Union bulletin board at each facility. The use of the bulletin board shall be restricted to the following:

a. Notice of Union activities;

b. Union notices;

c. Announcements;

d. Nomination of Union Officials and/or Stewards;

e. Results of Union elections; and

f. Notice of Union meetings, report and minutes.

If the Union desires to post any other information or material, the Union shall first submit same to the Employer for approval. The Employer shall have discretion to approve or disapprove said postings; however, requests shall not be arbitrarily denied.

Section 4.4: Seminars, Conferences and Forums

The Employer agrees to grant time off with pay to Union stewards who have requested in writing, to attend pre-approved seminars, conferences and/or forums that are of mutual benefit to the Employer and Union.

Section 4.5: Seasonal Facility Operating Schedules

The Employer agrees to provide the Union with advance notice, to the greatest degree possible, as to when facilities will open and close for the Harbor and Skate seasons in accordance with Section 12.1e.

Additionally, the Union will be notified as far in advance as reasonably possible, but no later than thirty (30) days, regarding the closure and/or opening of a new facility, a proposed change in a work site, early openings or extended season.

If a property is closed and the closure is not an act of "Mother Nature," or results from decisions and/or actions beyond the Employer’s control, the latter shall make a good faith effort to find alternative work for all affected employees, if they are so qualified to perform the work. If the facility is not reopened, and the Employer contemplates a reduction in force, it shall be done in accordance with Section 15.6.

Article V: Management Rights

Section 5.1: Description

Except as otherwise provided in this Agreement, the management of the Employer's operations and the direction of its working forces, including, but not limited to, the right to establish new jobs, change existing jobs; increase or decrease the number of jobs; introduce and/or change procedures, processes, products, equipment and operations; and the right to schedule and assign work, and work to be performed; hire employees, suspend, discipline, or discharge for just cause; and to transfer or
lay off employees because of lack of work or other legitimate reasons; shall be vested exclusively with the Employer.

Section 5.2: Liabilities and Obligation of Employer

In the event that the Employer's contracts are not renewed at the Chicago facilities, the Employer shall notify the Union ninety (90) days in advance of the termination of the Employer's contract, or as soon as the Employer knows of the termination if less than ninety (90) days' notice is given.

Section 5.3: Successorship

Notice: In the event that the Employer contemplates a merger, sale, closure, leasing, assignment, divestiture or other transfer of ownership and/or management of its operations, whether in whole or in part, (hereafter jointly referred to as "change in ownership and/or management"), the Union shall be notified in writing at least ninety (90) days prior to the effective date of such action.

Obligations with respect to Successor: In the event that the Employer contemplates change in ownership and/or management (as defined above) the Employer agrees to condition, and to include in the agreement for, such change in ownership and/or management a requirement that the purchaser or transferee who succeeds to the ownership and/or management of the Employer's operations shall assume and become party to this agreement.

Offer of Employment: In the event that the Employer's funding is terminated, without the Employer undergoing a change in ownership and/or management (as defined above), the Employer agrees to make a good faith effort to secure job offers with the successor for any bargaining unit members who wish to continue working. It is understood between the parties that this commitment is in addition to, and not in lieu of, any other obligations the Employer may have under this agreement in the event of a change in ownership and/or management.

Article VI: Subcontracting

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services, except for short term projects of ten days or less, of the kind, nature or type covered by, presently performed, or hereinafter assigned to the bargaining unit will be subcontracted to any other person or non-unit employee.

Article VII: Non-Discrimination

Section 7.1: Union Membership or Activity

The Employer recognizes and will not interfere with the right of its employees to become members of the Union, and there shall be no discrimination, interference, restraint or retaliation, by the Employer against any employee because of membership in the Union. The Union agrees that neither it nor any of its officers, representatives or members will engage in any Union activity either (a) on company time; or (b) at the Employer's work places which in any manner shall interfere with the Employer's operations, except as provided for in this Agreement.

Section 7.2: Discrimination Prohibited

Neither the Employer nor the Union shall discriminate against any employee because of race, color, religion or creed, national origin or ancestry, marital status, disability, age, gender or sexual
orientation, physical or mental condition, or veteran status or in any manner which would violate Federal, State or City of Chicago laws.

All employees shall be provided a workplace free of inappropriate discriminatory conduct to include offensive, unprofessional behaviors of a physical, verbal or visual nature, or any combination thereof. The parties agree that a "zero tolerance policy" is to their mutual benefit. The Employer will post, for the employees' information, the zero tolerance policy, pursuant to the Employee Handbook, personal conduct policy.

Further, all employees shall be provided a workplace free of sexual harassment. Sexual harassment shall be considered discrimination under this provision. In the event that any such discrimination should occur, the Employer shall take corrective action as appropriate. Neither the Employer nor the Union shall retaliate against an employee who complains of such discrimination or who is a witness to such discrimination.

In the administration of this agreement the Employer and the Union will provide reasonable accommodations to qualified employees with a disability. The need for an extension of such accommodations shall be determined by the Employer in accordance with its interpretation of the requirements of the Americans with Disabilities Act and Title VII of the Civil Rights Act of 1964. The parties agree to attempt to amicably resolve disputes arising from the possible conflicts between the Acts and the provisions of this Agreement.

The Employer and the Union agree not to discriminate against any employee(s) who wish to exercise their rights under the Family Medical Leave Act of 1993. The Employer will post, for the employees' benefit, the applicable provisions of the Act.

Article VIII: Discipline


The parties agree that the "Work Rule Violations" detailed in the Employee Handbook remain in force and effect during the term of this Agreement.

Section 8.2: Just Cause

The Employer agrees that it shall not discharge, suspend or otherwise discipline any post-introductory period employee without just cause.

Section 8.3: Progressive Discipline

The Employer agrees to follow the progressive discipline procedure for all employees who have completed the Introductory Period (as defined in Section 15.2c). Progressive discipline is defined herein as a process by which disciplinary action is applied in several steps of increasing severity and shall culminate, if warranted, in dismissal. The usual sequence of progressive discipline is oral reprimand, written reprimand, suspension and dismissal. However, the Employer may determine that a violation is sufficiently severe to warrant a departure from the progressive discipline principle. In such cases, progressive discipline will not apply.

When the Employer contemplates suspending or terminating an employee who has successfully completed the Introductory Period outlined in Section 15.2c, members of the bargaining unit shall be afforded a conference to discuss the incident(s) that gave rise to the contemplated discipline and
the parties shall conduct a fact-finding meeting or conference call to address the circumstances. The bargaining unit member and the Union shall be provided with a written notice five (5) days prior to the scheduled conference date. The notice shall include 1) the alleged misconduct and the work rule violated that led to the conference/meeting; 2) the date, time and place of the scheduled conference/meeting; and 3) that the conference may result in disciplinary action and shall describe the type of discipline to be considered;

The Employer shall provide a written decision to the employee and to the Union as to whether the specific misconduct occurred and what level of discipline if any is appropriate.

Section 8.4: Employee Rights

If the Employer has reason to discipline an employee, the Employer will do so in a manner that will not unduly embarrass the employee in the presence of other employees or members of the public. Whenever any disciplinary action is taken against a bargaining unit member that progresses beyond a verbal warning, a copy of such action shall be forwarded to the Union.

Article IX: Safety


The Employer shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. The parties jointly recognize the importance of maintaining safe working conditions and the provisions related under “Safety” in Appendix C (Employee Handbook) shall apply.

Section 9.2: Safety Materials and Gear

The Employer will continue to provide, at no cost, appropriate safety materials, gear and training, as well as adequate and secure storage areas. Safety materials and/or equipment shall be provided on an as needed basis. (See Appendix D)

Section 9.3: Employee and Customer Safety

The parties agree that employee and customer safety is of the utmost importance. Accordingly, safety rules and security measures will be enforced. Further, the appropriate training in these areas will be provided to all employees and the effectiveness thereof will be regularly reviewed by the parties.

Section 9.4: Labor-Management Safety Committee

The parties agree to establish a Labor-Management Safety Committee that shall consist of three (3) Labor and three (3) Management members to address safety concerns as they arise. The Committee will meet not less than twice per year.

Section 9.5: Hepatitis Inoculations

The Employer shall bear the expenses for any employee who is required by law to be offered the hepatitis inoculation series per the blood borne pathogen requirements. The Employer shall provide paid time off in order to fulfill that requirement.

Section 9.6: Employee Training
The Employer agrees to train all employees on their job related equipment, as well as the Company's policies and procedures to include those contained in its Employee Handbook. Orientations will be conducted prior to or during the spring and winter seasons. The Employer will advise and invite the Union to such training and orientation sessions.

Section 9.7: Training Records

All employees are required to sign an acknowledgement attesting to the fact that they were trained and properly informed. The Employer shall be responsible for keeping records of such training.

Section 9.8: Alcohol and Drug Testing Policy and Procedures

The parties shall adopt the Employer’s Policy and Procedures for Alcohol and Drug Testing as detailed in Appendix F.

Article X: Grievance Procedure

Section 10.1: Definition

Any grievance or dispute involving an interpretation or application of this Agreement, including Appendix C (Employee Handbook), may be submitted by an employee, the Union or the Employer.

Section 10.2: Informal Resolution

An employee or the Union will, prior to filing a formal grievance, discuss any concern or complaint with his/her supervisor. The Employer, similarly, has a duty to bring the matter to the Union's representative before filing a grievance. The goal of such discussions will be to resolve the issue informally as expeditiously as possible but not longer than five (5) business days.

Section 10.3: Formal Resolution/Time Limits for Filing

No grievance shall be entertained or processed unless it is submitted, in writing, within twenty (20) business days after the party concerned became aware, or should have become aware through the use of reasonable diligence, of the occurrence of the event giving rise to the alleged grievance. If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If the grievance is not appealed to the next step within the specified time limits set forth above, or any mutually agreed upon extension thereof, it shall be considered settled on the basis of the other party's last answer. If the other party does not answer a grievance or an appeal thereof within the specified time limits, the other party may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limits in each step may be extended by mutual written agreement of the Employer and the Union Representative involved in each step. Requests for extensions shall not be unreasonably denied. The term "business days" used in this Article shall mean the days Monday through Friday, inclusive, and shall exclude Saturdays, Sundays and those holidays on which the Employer's Administration Building or the Union's offices are closed.

Step 1. Any party covered by this Agreement who has a grievance, shall submit it in writing to the Regional Manager or to the Union, as the case may be. The written grievance shall contain a complete statement of the facts, the Article(s) of this Agreement which is alleged to have been violated and the remedy requested. The notified party shall give his response within ten (10) business days after receipt of the grievance. The grievant, Union Representative and
V.P., Human Resources shall be copied on the Step 1 response. Upon receipt, the parties agree to participate in a meeting and/or a conference call in an effort to resolve the matter at this initial step.

**Step 2.** If no settlement is reached at Step 1, the grievance shall be submitted to the V.P., Human Resources or the Union’s Representative, in writing, within ten (10) business days of the receipt of the response in Step 1. The parties will meet and/or confer in an effort to resolve the grievance within ten (10) business days after receipt of the appeal.

**Step 3.** If the grievance is not settled in accordance with the foregoing procedure, the Union or Employer may refer the grievance to binding arbitration within thirty (30) calendar days after receipt of the other’s answer at Step 2. The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of notice of referral, and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall immediately jointly request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of five (5) arbitrators located within 250 miles of Chicago who are members of the National Academy of Arbitrators. Either party may reject one (1) entire panel. Both the Employer and the Union shall have the right to strike two (2) names from the panel. One party shall strike the first name, and the other party shall then strike a second name, the first party a third name, and the other party a fourth name and the remaining person shall be the arbitrator. The order of striking shall be determined by a coin toss. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Union requesting that the arbitrator set a time and place, subject to the availability of the Employer and Union representatives. All arbitration hearings shall be held in Chicago, Illinois unless the parties mutually agree otherwise.

**Section 10.4: Arbitration-General Provisions**

The arbitrator shall act in a judicial, not legislative, capacity and shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall only consider and make a decision with respect to the specific issue(s) submitted in writing at the first step of the grievance procedure (unless the parties mutually agree otherwise), and the arbitrator shall have no authority to make a decision on any other issue(s) not so submitted to him. The arbitrator may consider more than one grievance at a time if mutually agreed by the parties.

**Section 10.5: Arbitrator’s Decision**

In the event the arbitrator finds a violation of the terms of this Agreement, he shall fashion an appropriate remedy so long as the remedy is not beyond the scope of the parties’ contractual agreement. The arbitrator shall submit, in writing, his decision within sixty (60) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties mutually agree to a written extension. The arbitrator's decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding on all parties.

**Section 10.6: Fees and Expenses**

The losing party in arbitration shall pay for the fees and expenses of the arbitrator. In the case of a settlement or “split decision,” the parties shall equally share the fees and expenses of the arbitrator.
The fees and expenses of the arbitrator shall include the cost of a written transcript for the arbitrator. The party seeking a continuance or postponement of an arbitration shall bear the related fees and expenses. The parties may mutually agree to continue or postpone arbitration for good cause, in which case the fees and expenses shall be divided equally between the parties.

**Article XI: No Strike - No Lockout**

**Section 11.1: No Strike**

The Union, and all employees covered by this agreement, agree not to authorize, instigate, aid, condone or ratify a strike, work stoppage, slowdown, or other interruption or impeding of normal operations during the term of this Agreement.

**Section 11.2: No Lockout**

The Employer agrees there shall be no lockout of employees during the term of this Agreement.

**Section 11.3: Disciplinary Action**

The Employer shall be entitled to discharge or otherwise discipline any employee who violates the provisions of Section 11.1.

**Section 11.4: Unauthorized Work Action**

In the event of an unauthorized strike, work stoppage, slowdown or any other interruption or impeding of normal operations, the Union agrees to take affirmative steps with the Employer to bring about an immediate resumption of normal work, whether the dispute involves this, or any other Union.

**Section 11.5: Judicial Restraint**

Nothing contained in this Article shall preclude the Employer, or the Union, from obtaining judicial restraint and damages in the event of a violation of this Article.

**Article XII: Employee Definitions, Hours of Work and Overtime**

**Section 12.1: Employee Definitions**

a. Regular Full Time: Employees who are normally scheduled to work thirty (30) hours or more per week; such employees will work a minimum of one-thousand-five-hundred-sixty (1560) hours annually.

b. Regular Part Time: Employees who are normally scheduled to work less than thirty (30) hours per week and between one-thousand-eighty (1080) and one-thousand-five-hundred-fifty-nine (1559) hours annually; such employees will work a minimum of one-thousand-eighty (1080) hours annually.

c. Seasonal Employees: Employees so designated are those hired for a limited period of time. At the end of that period, the employment relationship is concluded. Such employees may be hired on either a full time or part time basis and are not eligible for Employer benefits except as noted herein.
d. All employees who have successfully completed the Introductory Period one-hundred-twenty (120) calendar days will be credited for seniority from their date of hire.

e. Seasonal Start Dates:

   Harbors: May 1-October 31
   Skating: Mid-November-Mid March

Section 12.2: Application

This Article is intended to define the normal hours of work per day or per week in effect at the time of the execution of this Agreement.

Nothing contained herein shall be construed as a guarantee of hours of work per day or per week or as preventing the Employer, after notice to the Union and an offer of any opportunity to bargain over the matter, from restructuring the normal workday or workweek, establishing new work schedules for employees or establishing part time positions; provided, however, that any employee qualified to do the work, as determined by the Employer, and who is covered by this Agreement, has been afforded an opportunity to perform the work before new employees are hired.

The Employer agrees to notify those seasonal employees in writing, at the close of that particular season (either Harbor or Skating), who are not eligible for re-hire. Such notice shall be provided within sixty (60) calendar days of the employment decision.

Section 12.3: Normal Workweek and Workday

For regular full time employees, the normal workweek shall be five (5) consecutive days, followed by two (2) consecutive days off, and the normal workday shall be eight (8) consecutive hours for all such employees.

During skating season, all hours shall be consecutive.

The Employer will consider employee requests regarding any variance from the above normal workweek and workday and will attempt to accommodate the employee except when it would interfere with the Employer’s operations and service to the public.

Section 12.4: Rest Periods

All employees shall receive two paid fifteen (15) minute duty free breaks during each full workday. During work beyond the normal hours in a workday, employees shall receive breaks in the same intervals as received during a normal workday. In the event that a bargaining unit member is required to work through his/her break, he/she shall be compensated with an equivalent amount of duty free break time.

Section 12.5: Meal Period

All employees, except upon mutual agreement, shall be granted a thirty (30) minute duty free non-paid meal period during each regular work shift, but outside the normal eight hours of work time. Travel time is included in their lunch period. Whenever possible, the meal period shall be scheduled at the middle of each shift.
In the event that a bargaining unit member is required to work through his/her meal break he/she shall be paid for the time worked at his/her regular rate of pay.

Section 12.6: Changes in Normal Workweek and Workday

The determination of the starting and quitting times of the daily and weekly work schedules shall be made by the Employer. Any changes in such schedules shall be made known to the employees affected thereby as far in advance as possible, but not less than ten (10) business days prior to the effective date of such change, except in unusual or emergency situations. Employees must submit a request for schedule change as far in advance as possible, but not less than ten (10) business days prior to the effective date of such change.

Section 12.7: Compensation for Overtime

Any employee who is authorized to work overtime outside the normal work day or work week, as defined in Section 12.3 of this Agreement, shall be compensated for such overtime as in the manner provided for below in this section; provided, however, that payment for work performed on holidays shall be governed by the holiday pay provisions of Article XIV of this Agreement.

Any employee, who works authorized overtime, as defined herein, shall be compensated at the rate of 1.5 hours for each hour of overtime worked after forty (40) hours in a week.

Section 12.8: Call in Pay

Employees who are called in to work shall be paid a minimum of four (4) hours and the applicable overtime provisions will be observed.

Section 12.9: Overtime

Overtime opportunities shall be made available to employees within a specific job classification and geographic location as equitably as possible.

Section 12.10: Bonus Hours

The Employer may pay bonus hours to employees for exceptional work performance or for work done under extraordinary circumstances.

Article XIII: Vacation

Section 13.1: Eligibility Requirements

The Employer will provide paid vacations for qualified employees who satisfy the following criteria:

a. Be a full time or part time regular employee; and

b. Have completed six (6) months of continuous employment with the Employer; and

c. Have accrued the vacation before the employee may take it and receive pay for it.

Section 13.2: Vacations Benefits Defined

a. After meeting the above requirements, regular full time employees are eligible per the following schedule (assuming a five day/fourty hour work week):
• Upon completion of six (6) months of continuous employment, an employee begins to accrue vacation benefits at a rate of ten (10) days per year or .833 days per month.

• Upon completion of five (5) years of service, an employee accrues vacation at the rate of fifteen (15) days per year or 1.25 days per month.

• Upon completion of ten (10) years of service, an employee accrues vacation at the rate of twenty-one (21) days per year or 1.71 days per month.

• Upon completion of twenty-one (21) years of service, an employee accrues vacation at the rate of twenty-six (26) days per year or 2.9 days per month.

  a. Regular part time employees are entitled to receive pro-rated benefits for vacation and vacation pay.

  b. At the discretion of the supervisor, qualifying employees must request their accrued vacation in writing. However, employees are encouraged, and may be required, to take vacation during the "off season."

Section 13.3: Vacation Carry Over

Vacations may be taken at one time during the year, split or taken on a "day-at-a-time" basis, with the appropriate supervisor's approval.

  a. An employee may carry over a maximum of ten (10) days each calendar year, to be taken by June 30th of the following year, with a maximum of one-hundred-twenty (120) hours as a balance at any one time.

  b. An employee with more than five (5) years of service may carry over a maximum of one-hundred (100) hours each calendar year, to be taken by June 30th of the following year, with a maximum of one-hundred-sixty (160) hours balance at any one time.

  c. An employee with more than ten (10) years of service may carry over a maximum of one-hundred (120) hours each calendar year, to be taken by June 30th of the following year, with a maximum of two-hundred (200) hours balance at any one time.

  d. An employee with more than twenty-one (21) years of service may carry over a maximum of one-hundred-forty (140) hours each calendar year, to be taken by June 30th of the following year, with a maximum of two-hundred-forty (240) hours balance at any one time.

Section 13.4: Miscellaneous Provisions

  a. Employees who terminate their employment will receive pay for any accrued vacation days.

  b. An employee on vacation on a payday may receive his paycheck prior to leaving provided the request is submitted to the Payroll Department two weeks in advance of the planned time off and if their vacation causes them to be absent at least three (3) business days following the payday.
c. An employee who fails to report to work for two consecutive days after the scheduled return from vacation, and who does not notify the Employer, may be considered to have voluntarily resigned. In such an event the Union shall be notified in writing of the employee's resignation.

d. In terms of scheduling vacations and resolving any conflicts which may arise, the following procedure will be used:

- Requests for vacation shall be on a first come, first serve basis.
- If two requests are made for the same or overlapping time, seniority will determine which request is granted

**Article XIV: Holidays and Personal Days**

**Section 14.1: Holiday Eligibility**

Following completion of the Introductory Period one-hundred-twenty (120) calendar days, employees will be entitled to the following Holiday benefits:

- Regular Full Time Employees:

  - Regular full time employees will receive double time pay if they work on a Company recognized holiday.

  - Regular full time employees who are not scheduled to work will receive straight time pay for Company recognized holidays.

- Regular Part Time Employees:

  - Regular part time employees shall receive double time pay if they work on a Company recognized holiday.

  - Regular part time employees not scheduled to work on a Company recognized holiday will not receive holiday pay.

- Seasonal Employees:

  - Seasonal employees shall receive 1 1/2 times their hourly rate, if they work on a Company recognized holiday.

  - Seasonal employees not scheduled to work on a Company recognized holiday will not receive holiday pay.

  - Seasonal employees (Skate only) will receive double time their regular hourly rate if they work on Christmas or New Year's Day.

**Section 14.2: Holidays Recognized**

• In addition, Regular Full Time employees are entitled to one (1) Floating Holiday.

• Regular Part Time Employees are entitled to one (1) prorated Floating Holiday.

Section 14.3: Religious Holiday Accommodation

Reasonable time off for recognized religious holidays will be provided without pay. However, eligible employees may draw from their accrued vacation/personal day(s) and/or use their floating holiday. Employees desiring to observe such holidays must request their supervisor's approval, in writing, for time off. Not less than ten (10) business days advance notice is required.

Section 14.4: Miscellaneous Guidelines

In order to be eligible for holiday pay, the following guidelines apply:

• Must work the full-scheduled work day immediately preceding and following the holiday, excluding the floating holiday, and/or

• Be on an approved leave.

This section shall not be construed to make employees on layoff eligible for holiday pay.

Section 14.5: Personal Days

• Regular full time employees are provided with four (4) personal days per calendar year to be used at their discretion.

• Regular part time employees shall receive three (3) prorated personal days per year.

• Seasonal employees shall receive one (1) prorated personal day per year.

• In addition, seasonal employees having dual responsibilities (Harbors and Skating) are provided with three (3) personal days per year prorated.

Personal days may not be carried over from calendar year to calendar year and requires ten (10) days advance notice to the supervisor. This ten (10) day notice may be waived in extreme emergencies and may require appropriate documentation.

Article XV: Seniority

Section 15.1: Definition

Seniority shall, except in cases of step promotion, lay off, recall or bumping rights, be defined as an employee's overall length of service with the Employer in accordance with the provisions below.

• Each year of service shall be calculated by calendar year (January 1-December 31);
• The formula assumes thirty (30) hours in a work week and (120) hours in a month; that is, consistent with the hourly requirements for a full time employee; and

• Formula: regular hours worked divided by (120) hours equals seniority in months not to exceed twelve (12) calendar months in a calendar year (as defined in section 12.1).

• Within a reasonable period of time a good faith effort will be made to determine appropriate seniority for individuals employed prior to the new calculation.

Section 15.2: Application of Seniority

a. In the application of seniority for promotions, seniority shall be the determining factor when, among bargaining unit employees involved, the qualifications, skills and abilities to perform the work in question is relatively equal. The application of seniority shall also be the determining factor when scheduling vacations.

b. For purposes of promotions, lay off, recall and bumping rights, seniority shall be defined as time in a title calculated by months, using the formula in section 15.1 as it pertains to particular title(s). Seniority, as thus defined, shall be applied in all cases of lay off and recall in that the least senior employee(s) in the affected job classification shall be laid off first and the most senior employees in the affected job classification shall be called back first.

c. The Employer agrees that, upon completion of the Introductory Period, all employees shall, after one-hundred-twenty (120) calendar days, have the rights pursuant to this Agreement.

d. Employees who have worked a minimum of (1560) hours in a classification maybe eligible for a step promotion within that step classification provided they meet all other criteria.

e. The parties agree that, as the need arises and/or new properties are added or deleted to the Unit, the parties will confer regarding the number of defined slots thirty-six (36) established by the Employer for full time employees.

Section 15.3: New Employees

An introductory full-time regular employee, to include new hires and those hired after loss of seniority, shall have no seniority rights but shall acquire seniority upon completion of his introductory period. After that period, original hire-in date shall be his seniority hire-in date. During the introductory period, the employee shall not have access to the grievance procedure. There shall be no seniority among introductory employees. Introductory employees may be discharged without the right of appeal except where allegations are made regarding discrimination as described in Article VII.

Section 15.4: Termination of Seniority

Seniority shall be terminated for any of the following reasons:

a. Resignation or retirement;

b. Discharge for cause;
c. Absence from work because of lay off (or any other reason other than an approved leave of absence for disability) for a period of time in excess of twelve (12) months.

d. Failure to notify the Employer within one (1) week of the employee’s intent to report to work upon recall from lay off, provided that a notice to report for work is sent by registered or certified mail to the employee's last known address.

Section 15.5: Filling of Vacancies

The purpose of the procedures for filling vacancies is to provide employees of the Employer the opportunity to compete for promotional vacancies in accordance with the Collective Bargaining Agreement, to provide for upward mobility for employees and to enhance the Employer’s ability to fully utilize qualified and skilled personnel throughout the organization.

a. It is the goal of the Employer to promote from within, where it will serve its best interest.

b. When the Employer decides to fill a vacant position the vacancy will be posted at the Employer's locations and its administrative offices.

c. The notice of vacancy shall be posted on Monday, whenever possible, and remain a minimum of ten (10) business days. The posting shall include the title, location (if known), job description, minimum rate of pay and employment status (full time, part time or seasonal).

d. Applicants will be selected to fill a vacant and posted position based on the applicant’s qualifications, skill, experience, performance, education and seniority.

e. If two or more employees are relatively equally qualified, then seniority with the Employer will determine who will fill the vacancy. “Relatively Equally Qualified” shall be based upon bona fide-job related criteria including skills, experience, performance, training and education.

f. An internal applicant who is not selected to fill a vacant position may request to meet with an Employer representative to discuss why he/she did not get the position and how to improve skills and/or qualifications.

Section 15.6: Lay off and Recall

The Employer shall determine whether layoffs are necessary, unless it is established that such a determination is arbitrary. Employees who are affected by layoffs shall be notified as soon as possible, but not less than fourteen (14) calendar days prior to the layoff date. When employees are laid off, the order will be as follows:

a. Any seasonal employees in the affected job classification will first be separated;

b. Next, part time employees in the affected job classification will be laid off in reverse order of seniority.
c. Finally, full time employees, in reverse order of seniority, will be the last to be laid off.

Employees shall be placed on a recall list for a period of one (1) year. If there is a recall, employees in the affected job classification who are still on the recall list shall be recalled, in the reverse order of their lay off, provided that they are presently qualified to perform work in the job classification without further training.

Employees who are eligible for recall shall be given fourteen (14) calendar days’ notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union.

The employee must notify the department head of his intention to return within one week after receiving notice of recall. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice by certified mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the Employer with his latest mailing address.

Section 15.7: Bumping Rights

An employee who would otherwise be laid off but has seniority rights in any other title may, to avoid lay off, exercise bumping rights by displacing the most junior employee then occupying a position in that other title. If an employee elects not to bump back into that title, that employee’s name then shall be stricken from the seniority list in that title, and he/she then forfeits rights in that title.

Section 15.8: Working Out of Classification

Any employee covered by this Agreement who is directed or permitted to perform substantially all of the duties and responsibilities of a higher paid classification for over five (5) calendar days shall be paid at the higher rate for as long as they continue to perform the higher rated duties, retroactive to day one.

Article XVI: Leaves

Section 16.1: Earning Sick Leave

After establishing eligibility of one-hundred-twenty (120) calendar days of employment (Introductory Period) per Section 12.1d all regular full-time employees are granted ten (10) days sick leave on an annual basis (the number of days will be pro-rated the first year).

Following 21 years of employment, all full-time employees shall receive eleven (11) days sick leave.

Section 16.2: Related Guidelines for Sick Leave

The following guidelines apply to the sick leave benefit:

- Sick leave time taken during the Introductory Period one-hundred-twenty (first 120 calendar days of employment) shall not be compensated.
• Sick leave may be carried over from year to year with a ceiling of thirty (30) days. Because sick leave is a granted benefit given to each eligible employee, the unused portion will not be paid to an employee upon termination.

• At the discretion of the supervisor an employee may be requested to provide a doctor’s verification of illness or be requested to provide a doctor’s release to prove his/her fitness to return to work at that time.

• The supervisor may request an employee to provide a doctor’s verification of illness at his discretion after three (3) days, or be requested to provide a doctor’s release to prove his/her fitness to return to work at that time.

• The foregoing provisions apply only to regular full-time employees.

• Part-time employees, after establishing eligibility per section 12.1 shall receive four (4) days pro-rated based on hours worked. The pro-rated hours will be determined by the amount of hours worked in the last three months of recorded hours.

• Seasonal employees, after establishing eligibility (120 days) shall receive one (1) prorated sick day per year based on hours worked. The pro-rated hours will be determined by the amount of hours worked in the last three months of recorded hours.

Section 16.3: Bereavement Leave
Regular full-time employees may be given time off, with pay, for up to three (3) scheduled work days when a death occurs in their immediate family and if an employee has to travel more than 250 miles for the funeral, paid bereavement leave will be paid for up to five (5) days. Immediate family includes your child (including step or adopted), son/daughter-in-law, spouse, domestic partner provided the employee has registered the name of the domestic partner with the Employer’s Human Resource Department, parent/parent-in-law, sister/sister-in-law, brother/brother-in-law, grandparent, or grandchild, and a person for whom the employee is court appointed legal guardian. Employees will be paid only for those days they are regularly scheduled to work. Bereavement pay will not be paid automatically if time off is not requested.

Employees may draw from other accrued benefit time and/or request non-paid time for bereavement leave.

Section 16.4: Jury Duty
Time off for jury duty will be provided with pay for full time employees for a maximum of five (5) days. The following guidelines apply:

• Employees may also draw from their accrued vacation benefit and/or use their personal days.

• In special cases, when jury duty would create a hardship on the Employer, it may request that an employee be excused.

An employee who receives a jury summons should immediately notify the immediate supervisor.
Section 16.5: Leave of Absence without Pay

The Employer may grant an employee a leave of absence without pay for a period not to exceed six (6) months. Such leave may be taken during the off-season. An employee requesting such leave shall provide written notice to his supervisor as far in advance as possible, but not less than ten business days absent mitigating circumstances.

After considering the request and the business requirements, the Employer may grant or deny the request. However, leave requests will not be arbitrarily denied.

Section 16.6: Military Leave

Military leaves will be granted in accordance with applicable law.

Section 16.7: Court Leave

In the event an employee is directed by the Employer to appear on its behalf in a court or related legal matter, the employee will be compensated for that time.

Article XVII: Health Benefits

Section 17.1: Basic Benefit

The Employer will continue to provide health benefits now in effect for full-time regular employees, as defined in Section 12.1 covered by this Agreement, and will consider providing additional plans offering dental and vision insurance for employees (and their immediate families) covered by this Agreement. The Employer agrees to notify the Union if it intends to implement a change in benefits prior to that action. The parties agree to discuss such matters in advance.

The Employer reserves the right to increase deductibles or reduce coverage in order to avoid increasing the Employer’s cost of providing such insurance. Based on budget limitations, if the health care benefit increases by more than twelve percent (12%) on a yearly basis, the Employer reserves the option to assess a portion of any excess beyond the twelve percent (12%) increase to the employee. Or, if the health care premium decreases by more than ten percent (10%) on a yearly basis, the Employer reserves the option to reduce the amount of the insurance premium paid by employees in an amount beyond the ten percent (10%) decrease.

Section 17.2: Life Insurance

The Employer will continue to provide the life insurance benefit now in effect for employees covered by this Agreement. The benefit for eligible employees shall be one times the annual salary.

Article XVIII: Union/Employer Relationships

Section 18.1: Copy of Agreement

The Employer will allow the Union to provide a copy of this Agreement to each employee in the bargaining unit. The Employer shall provide copies to the appropriate supervisors. The parties will bear the printing costs for their individual printing expenses.

Section 18.2: Employee List

The Employer agrees to furnish the Union a listing or disk, on or before June 1st and December 1st, which contains the following information: name, address, the last four digits of the employees'
social security number, rate of pay, work locations, job classification, cell phone number (if known), home phone number, hours worked year to date, overtime hours worked year to date and employment status, i.e., full time, part time or seasonal, date of hire, birth date, race and gender of employees.

**Article XIX: Miscellaneous Provisions**

**Section 19.1: Uniforms**

- The Employer shall furnish appropriate attire and name badges for all employees.

- Employees are required to wear Company provided shirts, hats, and name badges at all times. Further, for the employee’s safety, closed-toe shoes are required for all positions.

- Tender Captains who work an average of 30 hours per week shall be provided $100 for the purchase of an Employer approved foul weather jacket. This will be a one-time benefit.

- As referenced in Section 9.2 and Appendix D, employees will be provided safety equipment/gear on an as needed basis.

**Section 19.2: Personnel Files**

Employees, and/or the Union representative with the employee's consent, upon written request to the Employer's Human Resource Manager will be allowed to inspect and receive a copy of any and all materials contained in their personnel file. Anonymous materials shall not be placed in an employee’s personnel file.

A written reprimand that is more than one (1) year old and suspension that is more than eighteen (18) months old will not constitute prior disciplinary action if there are no repeated infractions of the same or similar offense within that time period.

**Section 19.3: Transportation Worker Identification Credential (TWIC)**

Tender Captains shall receive reimbursement for the TWIC card per the following guidelines:

- At their individual option, such employees who work a minimum of six-hundred (600) hours for the employer in that classification, shall receive, upon written request a one-time reimbursement for the TWIC card. This will be paid within thirty (30) days of written submission and upon proof of hours worked in the previous year.

- Tender Captains who work an average of thirty (30) hours per week shall be provided $100 for the purchase of an Employer approved foul weather jacket; this will be a one-time benefit.

**Section 19.4: Transfer Procedures - Chicago Properties**

The Employer maintains the right to transfer employees when and/or where it is necessary to increase efficient operations and improve customer service. Employees will be advised as to the reason for their reassignment. The employees being reassigned will be given notification of at least five (5) days in advance of the transfer, except in cases of an emergency.
An employee may request a transfer to another Chicago facility by completing and submitting a copy of a transfer request to his supervisor. Requests will be reviewed and evaluated based on the Employer’s business requirements.

Section 19.5: Transfer Procedures - Employer’s System

Transfers may be considered upon the successful completion of one-hundred-twenty (120) calendar days of continuous service. Interested employees are encouraged to notify their manager, in writing, who will advise the regional vice president. Prior to considering outside applicants, requests will be reviewed and evaluated based on the Employer’s business requirements.

Section 19.6: Parking

- Parking cards/passes shall be issued to Harbor employees who work a minimum of twenty-four (24) hours per week;

- Other such Harbor employees who are scheduled to work less than twenty-four (24) hours per week will be granted facility access by the gate attendant when they are scheduled to work.

Section 19.7: Mileage Reimbursement

The Employer agrees to reimburse all employees who are requested or required to use their personal vehicles for Company purposes. Reimbursement will be in accordance with IRS/Federal Government guidelines. Drivers will be required to provide proof of valid drivers' license and insurance.

Article XX: General Savings Clause

If any provisions of this Agreement or the application of such provisions should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect. The parties shall attempt to renegotiate the invalidated provision(s).

Article XXI: Scope of Bargaining - Entire Agreement

This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining between the parties for its term. It is understood by the parties that the Employer will continue to follow the policies and procedures contained in its Employee Handbook, which is provided to all employees, unless those are expressly in conflict with the terms and conditions stated in this Agreement.

The parties acknowledge that for the life of this Agreement, each has voluntarily and unqualifiedly waived the right and has agreed that the other party shall not be obligated to bargain collectively with respect to any matter covered by this Agreement and not requiring such bargaining nor shall either be obligated to bargain collectively with respect to any matter not the subject of any provision of this Agreement except as may otherwise be required by law. Whether or not a subject was within the knowledge or contemplation of either party at the time of negotiation of execution of this Agreement shall not affect this understanding.
Article XXII: Term of Agreement

This Agreement shall be in full force and effect from January 1, 2015 to December 31, 2019 and shall continue in full force and effect from year to year thereafter, unless written notice of the desire to change, modify or terminate this Agreement is served in writing by either party at least ninety (90) days, but not more than one-hundred-twenty (120) days prior to the expiration date.

In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the expiration date. The Agreement shall remain in full force and effect during the period of negotiations.

Duly Executed by The Parties Hereto:

WESTREC MARINA MANAGEMENT, INC.

By: Scott Stevenson, Vice President
    Sandra Goergen, Vice President, Human Resources

By: James G. Schuman, Labor Relations Consultant to Westrec Marina Management
    Jay Korn, Administration Manager

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 73

By: Christine Boardman, President
    Taalib-Din-Ziyad, Vice President

By: Science Meles, Assistant Division Director
    Christine Chico, Negotiating Committee
APPENDIX A: JOB CLASSIFICATIONS

It is understood that for the duration of the Collective Bargaining Agreement between Westrec Marina Management, Inc. and Service Employees International Union Local 73 effective January 1, 2015, that the following jobs shall be considered to constitute the bargaining unit.

- Work Crew Supervisor
- Work Crew I
- Work Crew II
- Skate Supervisor
- Skate Assistant I
- Skate Assistant II
- Skate Assistant III
- Skate Cashier Clerk I
- Skate Cashier Clerk II
- Skate Cashier Clerk III
- Accounting Clerk
- Dock Attendant I
- Dock Attendant II
- Dock Attendant III
- Dockmaster I
- Dockmaster II
- Dockmaster III
- Marine Inspector
- Tender Captain I
- Tender Captain II
- Tender Captain III
- Dispatcher
- Harbor Cashier Clerk I
- Harbor Cashier Clerk II
- Harbor Cashier Clerk III
- Marine Sanitation Supervisor
- Marine Sanitation Inspector
- Pump Out Boat Operator
- Life Guard
APPENDIX B-IRM Premium Pay/Rig Pay

April 15, 2009

Mr. Dale Jackson, Division Representative
Service Employees International Union, Local 73
300 South Ashland Avenue, Suite 400
Chicago, IL 60607

RE: Appendix B
Memorandum of Understanding re Wages-Bargaining Unit/IRM Premium Pay/Rig Pay

Dear Mr. Jackson:
As a corollary to the 2009-2013 Westree Marina Management, Inc. / SEIU, Local 73 Collective Bargaining Agreement, I am confirming our understanding related to the above subjects.

Wages
It is understood that for the duration of the Collective Bargaining Agreement, between the parties hereto, that effective January 1, 2009, the following general wage increases will be in effect.

A. Effective January 1, 2009, all bargaining unit employees shall receive a 3% increase in their current wages.

B. Effective January 1, 2010, all bargaining unit employees shall receive a 3% increase in their current wages.

C. Effective January 1, 2011, all bargaining unit employees shall receive a 2.75% increase in their current wages.

D. Wages are open for renegotiation in 2012 and 2013; the parties will meet at least ninety (90) days prior to December 31, 2011 to bargain on this matter.

Re-Opener Details

- The Union may present its economic proposal as well as 3 non-economic proposals
- Only the above topics are subject to collective bargaining
IRM
Ice Resurfacing Machine (IRM) hourly premium pay shall be as follows:

A. 2009: $9.50
B. 2010: $9.75
C. 2011: $10.00
D. IRM hourly premium pay is open for renegotiation in 2012 and 2013; the parties will meet as detailed above.

RIG PAY
No changes were negotiated in the 2009-2013 Collective Bargaining Agreement. To confirm the parties our understanding:

Any employee who is assigned to work on the “Big Rig” and/or “Little Rig”, as defined by the Company, and whose pay rate is less than the entry level rate of Work Crew I, shall receive the entry level Work Crew rate per hour for all hours worked on the “Big Rig” and or “Little Rig.”

Duly executed by the Parties Hereto:

WESTREC MARINA MANAGEMENT, INC.

By: Scott Stevenson, Vice President
By: Sandra Russell, Vice President Human Resources

By: James G. Schuman, Labor Relations
Consultant to Westrec Marina Management

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 73

By: Dale Jackson, Director

Committee

By: Ben Alden, Negotiating Committee
By: Christine Chico, Negotiating Committee

By: David Coxhead, Negotiating Committee
November 12, 2015

Sandra Russell-Goergen  
Vice President of Human Resources 
Westrec Companies

Re: Settlement Agreement between Westrec and SEIU Local 73 on Skating Grievance

The Parties Westrec and SEIU Local 73 agree to the following:

- Westrec and SEIU Local 73 agree to the settlement of $14,500.00 to be paid as indicated in the attached chart document of individuals and the rate of pay they shall receive.
- We are also in agreement with Westrec on retroactive pay as specified in the email document of 11-11-15.
- We are also in agreement the paragraph in the 11-11-15 email titled, Full Time Positions Based on Business Needs.
- All employees receiving $14.50/hour or more during the Harbor Season will receive the rate of $14.50/hour if they accept work during the Skate Season.
- Employees receiving less than $14.50 during the Harbor Season will continue to receive that same rate of pay if they accept work during the Skate Season.
- The Skate Season wage increases will be in alignment with the raises documented in the new contract (see below).

<table>
<thead>
<tr>
<th>Effective Dates</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/16/2015</td>
<td>14.50</td>
</tr>
<tr>
<td>1/1/2016</td>
<td>to 12/31/2016</td>
</tr>
<tr>
<td>1/1/2017</td>
<td>to 12/31/2017</td>
</tr>
<tr>
<td>1/1/2018</td>
<td>to 6/30/2018</td>
</tr>
<tr>
<td>7/1/2018</td>
<td>to 12/31/2018</td>
</tr>
<tr>
<td>1/1/2019</td>
<td>to 6/30/2019</td>
</tr>
<tr>
<td>7/1/2019</td>
<td>to 12/31/2019</td>
</tr>
</tbody>
</table>

Sincerely,

[Tnisl-Bin [imcd  
Vice President

Sandra Russell-Goergen  
Vice President of Human Resources
APPENDIX B2: Wages

It is understood for the duration of the Collective Bargaining Agreement, between the parties hereto, that all bargaining unit employees shall receive a 2% bonus pay on wages earned November 1, 2014 through December 31, 2014 and effective January 1, 2015, the following general wage increases will be in effect.

- Effective January 1, 2015, all bargaining unit employees shall receive a 1% increase in their current wages.
- Effective July 1, 2015, all bargaining unit employees shall receive a 1% increase in their current wages.
- Effective January 1, 2016, all bargaining unit employees shall receive a 1.75% increase in their current wages.
- Effective January 1, 2017, all bargaining unit employees shall receive a 1.50% increase in their current wages.
- Effective January 1, 2018, all bargaining unit employees shall receive a 1% increase in their current wages.
- Effective July 1, 2018, all bargaining unit employees shall receive a 1% increase in their current wages.
- Effective January 1, 2019, all bargaining unit employees shall receive a 1% increase in their current wages.
- Effective July 1, 2019, all bargaining unit employees shall receive a 1% increase in their current wages.
<table>
<thead>
<tr>
<th>Title</th>
<th>Minimum</th>
<th>Maximum</th>
<th>7/1/2016</th>
<th>7/1/2017</th>
<th>7/1/2018</th>
<th>7/1/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work Crew Supervisor</td>
<td>20.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Work Crew II</td>
<td>18.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Work Crew I</td>
<td>11.50</td>
<td></td>
<td></td>
<td>12.00</td>
<td>13.00</td>
<td></td>
</tr>
<tr>
<td>Skate Supervisor</td>
<td>13.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Skate Assistant III</td>
<td>10.50</td>
<td></td>
<td>11.00</td>
<td>12.00</td>
<td>13.00</td>
<td></td>
</tr>
<tr>
<td>Skate Assistant II</td>
<td>10.00</td>
<td>10.50</td>
<td>11.00</td>
<td>12.00</td>
<td>13.00</td>
<td></td>
</tr>
<tr>
<td>Skate Assistant I</td>
<td>10.00</td>
<td>10.50</td>
<td>11.00</td>
<td>12.00</td>
<td>13.00</td>
<td></td>
</tr>
<tr>
<td>Skate Cashier Clerk III</td>
<td>10.50</td>
<td></td>
<td>11.00</td>
<td>12.00</td>
<td>13.00</td>
<td></td>
</tr>
<tr>
<td>Skate Cashier Clerk II</td>
<td>10.00</td>
<td>10.50</td>
<td>11.00</td>
<td>12.00</td>
<td>13.00</td>
<td></td>
</tr>
<tr>
<td>Skate Cashier Clerk I</td>
<td>10.00</td>
<td>10.50</td>
<td>11.00</td>
<td>12.00</td>
<td>13.00</td>
<td></td>
</tr>
<tr>
<td>Accounting Clerk</td>
<td>14.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dock Attendant III</td>
<td>10.50</td>
<td></td>
<td>11.00</td>
<td>12.00</td>
<td>13.00</td>
<td></td>
</tr>
<tr>
<td>Dock Attendant II</td>
<td>10.00</td>
<td>10.50</td>
<td>11.00</td>
<td>12.00</td>
<td>13.00</td>
<td></td>
</tr>
<tr>
<td>Dock Attendant I</td>
<td>10.00</td>
<td>10.50</td>
<td>11.00</td>
<td>12.00</td>
<td>13.00</td>
<td></td>
</tr>
<tr>
<td>Dockmaster III</td>
<td>16.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dockmaster II</td>
<td>14.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dockmaster I</td>
<td>13.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tender Captain III</td>
<td>16.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tender Captain II</td>
<td>14.50</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tender Captain I</td>
<td>13.50</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dispatcher</td>
<td>10.00</td>
<td>10.50</td>
<td>11.00</td>
<td>12.00</td>
<td>13.00</td>
<td></td>
</tr>
<tr>
<td>Harbor Cashier Clerk III</td>
<td>10.50</td>
<td></td>
<td>11.00</td>
<td>12.00</td>
<td>13.00</td>
<td></td>
</tr>
<tr>
<td>Harbor Cashier Clerk II</td>
<td>10.00</td>
<td>10.50</td>
<td>11.00</td>
<td>12.00</td>
<td>13.00</td>
<td></td>
</tr>
<tr>
<td>Position</td>
<td>10.00</td>
<td>10.50</td>
<td>11.00</td>
<td>12.00</td>
<td>13.00</td>
<td></td>
</tr>
<tr>
<td>--------------------------</td>
<td>-------</td>
<td>-------</td>
<td>-------</td>
<td>-------</td>
<td>-------</td>
<td></td>
</tr>
<tr>
<td>Harbor Cashier Clerk I</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Marine Inspector</td>
<td>17.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Marine Sanitation Supervisor</td>
<td>14.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Marine Sanitation Inspector</td>
<td>10.00</td>
<td>10.50</td>
<td>11.00</td>
<td>12.00</td>
<td>13.00</td>
<td></td>
</tr>
<tr>
<td>Pump Out Boat Operator</td>
<td>11.50</td>
<td></td>
<td></td>
<td>12.00</td>
<td>13.00</td>
<td></td>
</tr>
<tr>
<td>Life Guard</td>
<td>14.50</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
APPENDIX C: HANDBOOK

WESTREC COMPANIES

I am pleased that you are part of the Westrec team. Employees such as you have provided the foundation on which the success of the Company has been built. This Employee Handbook is designed to outline our policies and practices and how you are affected by them.

Westrec is committed to providing the highest quality services to its customers. Likewise, we are committed to doing our share to ensure that each employee has a fulfilling work experience. I am eager for Westrec to continue to grow, building an organization of quality personnel with equitable compensation and benefits.

I encourage you to read this handbook thoroughly and refer to it whenever you have questions. If a question is not answered here, please ask your Supervisor or our V.P., Human Resources.

William W. Anderson
President
I. INTRODUCTION
  Westrec’s Corporate Profile
  Westrec’s Workplace Goals
  Employee’s Responsibilities

II. EMPLOYMENT
  Equal Employment Opportunity
  At-Will Policy
  Arbitration Agreement
  Immigration and Employment
  Recruitment
  Orientation
  Employment Status
  Working Hours
  Breaks and Lunches
  Reporting Absences
  Promotions
  Transfers
  Problem Review
  Salary Review
  Written Performance Review
  Personnel Records
  References and Employee Information
  Employment of Relatives
  Termination

III. PAY/ATTENDANCE/OVERTIME
  Exempt or Non-Exempt Status
  Time Sheets/Time Cards
  Pay Day
  Payroll Deductions
  Overtime
  Wage Garnishment

IV. BENEFITS
  Vacation
  Holiday Schedule
  Sick Pay
  Health Insurance
  Life Insurance
  Workers’ Compensation

V. LEAVES OF ABSENCE
  Family Care and Medical Leave
  Pregnancy Disability Policy
  Non-Occupational Medical Leave
  Paid Family Leave (CA Only)
  Personal Leave
  Bereavement Leave
Jury or Witness Duty
School Visit Leave
Time Off Work for Victims of Domestic Violence or
Sexual Assault (CA Only)
Time Off Work for Victims of Crime and Related Persons (CA Only)
Military Leave

VI. STANDARDS OF CONDUCT
   Confidential & Proprietary Information
   Corporate Opportunities / Conflicts of Interest
   Systems Usage Policy
   Harassment
   Sexual Harassment
   Dress Code
   Alcohol and Drug Policy
   Smoking
   No Solicitation Rule
   Safety
   Rules of Conduct
   Return of Company Property

VII. MISCELLANEOUS
   Expense Reports
   Corporate Inquiries
   Tuition Reimbursement
   Fire/Emergencies
   Required Notices
   Questions

HANDBOOK ACKNOWLEDGEMENT FORM

SYSTEMS USAGE POLICY
   General
   Software Licenses
   Internet Usage
   E-mail
   The Company's Right to Monitor

SYSTEMS USAGE POLICY ACKNOWLEDGEMENT FORM
I. INTRODUCTION

Welcome to The Westrec Companies ("Westrec" or the "Company"). We would like to introduce you to the Company and its policies. This Employee Handbook will explain in greater detail what is provided by Westrec with respect to benefits, employee job considerations, and its expectations of employees. Also included in this Employee Handbook are the Company’s goals and Corporate Profile.

WESTREC’S CORPORATE PROFILE

As one of the world's largest owner operator of marinas and marine-related businesses, Westrec provides professional management services to its properties, affiliates and clients throughout the world. Founded in 1987, Westrec manages marina facilities located both in fresh and salt water environments, handling vessels ranging in size from personal watercraft to mega-yachts.

Westrec has vast experience in all marine related activities including: marina construction and maintenance, dry storage, fuel docks, haul-outs, retail stores, commercial leasing, sailing instruction, and campgrounds and lodging facilities.

Customer service, our most important product, remains our number one priority and continues to be what distinguishes Westrec from its competitors.

WESTREC’S WORKPLACE GOALS

- Work should be challenging, stimulating and an enjoyable experience;
- The work environment should be pleasant and professional;
- Westrec desires to maintain an environment where every employee can enhance his or her self-image through achievement, creativity and constructive feedback;
- Every employee should have: An equal opportunity to grow and be promoted;
- treatment as an individual;
- encouragement and assistance to succeed;
- opportunity to be creative;
- and evaluations based on job performance.

EMPLOYEE’S RESPONSIBILITIES

- Being honest and loyal;
- Being helpful towards others to enhance teamwork;
- Performing to the best of one’s ability in a high quality manner;
- Helping to make Westrec an excellent place to work; and
- Understanding and supporting the successful achievement of Westrec’s mission.

In addition, we ask each of you to read this Employee Handbook and to abide by its provisions.
II. EMPLOYMENT

EQUAL EMPLOYMENT OPPORTUNITY

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at Westrec will be based on merit, qualifications, abilities and the quality of one’s performance. Westrec does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, sexual or gender identity, national origin, age, physical or mental disability, marital status, sexual orientation, medical condition, pregnancy, veteran status or any other characteristic protected by federal, state or local law.

Westrec will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. This policy governs all aspects of employment, including recruitment, selection, job assignment, promotion, compensation, discipline, layoff, recall, termination and access to benefits and training.

Any employee with questions or concerns about any type of perceived discrimination in the workplace is encouraged to bring these issues to the attention of their supervisor or the V.P., Human Resources. Employees can raise concerns and make reports without fear of reprisal. Anyone found to have violated this policy or applicable law will be subject to disciplinary action, up to and including termination of employment.

EMPLOYMENT AT-WILL POLICY

The relationship between the employee and the Company shall be “employment at will,” (unless otherwise provided by a collective bargaining agreement for employees covered by such an agreement) so that both the employee and the Company are free at any time to terminate the employment relationship, with or without cause and with or without advance notice.

Westrec’s Employee Handbook is available to employees only for information purposes. Other than the at-will policy, and the arbitration agreement referenced in the next section, it is not intended to constitute an employment contract of any kind and does not create express or implied contractual obligations. No one in the Company, other than the Chief Executive Officer (CEO), has the authority to modify the at-will nature of the employment relationship. Moreover, the CEO can only do so in an express written agreement signed both by the CEO and the employee.

This Employee Handbook supersedes and replaces all previous handbooks, personnel policies, practices, and guidelines, whether written or oral. The Company reserves the right to change, revise, delete, or add to the policies, procedures, benefits and working conditions described in this Employee Handbook with or without advance notice, and with or without the consent or agreement of its employees, except for the Employment-At-Will Policy, and Arbitration Agreement, which cannot be altered, except by written agreement signed by both the employee and the CEO.

ARBITRATION AGREEMENT

All employees are required to sign an agreement to arbitrate disputes as a condition of their employment, unless otherwise provided by a collective bargaining agreement. For further information regarding arbitration, please refer to your offer letter and/or arbitration agreement provided to you by the Company. Copies are maintained in your personnel file should you wish to review them.
IMMIGRATION AND EMPLOYMENT

The Company verifies that every employee is legally authorized to work in the United States by requiring that each employee properly complete an I-9 form within the required legal time frame and utilizing the required documentary proof. All offers of employment and continued employment are conditioned on completion of an I-9 form and furnishing satisfactory evidence of identity and legal authorization to work in the United States. If you have a visa which allows you to work in the U.S., it is your responsibility to maintain a current work permit status. Outdated visa or work permit status may result in termination of employment.

RECRUITMENT

The Company will attempt to fill openings above entry level by promoting from within if qualified applicants are known to be available internally, unless the Company’s management decides that outside recruitment is in the Company’s best interest.

Former employees who have voluntarily terminated their employment and are in good standing with the Company are eligible for rehire, based on their qualifications and the Company’s available employment opportunities. Former employees are interviewed and selected in the same manner as other candidates applying for employment. If a former employee is rehired and the rehire date is less than or equal to six (6) months from the date of the former employee’s separation date, the employee will be reinstated and provided service credit for his or her previous employment period with respect to benefits, provided that the applicable benefit plans allow for such an adjustment in service date.

ORIENTATION

Westrec has established an orientation program to help employees make a satisfactory adjustment to their new work situation. Generally, each new employee will receive introductions to the Company, its operations and its personnel policies and a review of employee benefits by their immediate supervisor or designee within the first 30 days of employment.

EMPLOYMENT STATUS/DEFINITIONS

INTRODUCTORY – The first 60 calendar days of employment with Westrec are considered an introductory period. During this period, the Company and the employee will have an opportunity to determine the employee’s fit for the position and the Company, and whether further employment with the Company is appropriate. Westrec reserves the right to extend this period whenever it deems such an extension appropriate.

An employee who successfully completes the introductory period will be notified that he or she has become a Regular Full-Time or a Regular Part-Time (each defined below) employee of the company.

Full-time introductory employees are eligible for all Company benefits except as otherwise specified in this Handbook. Both during and after the introductory period, either the employee or the Company may end the employment relationship at any time, with or without cause, with or without advance notice.

REGULAR FULL-TIME – Any employee who is not on a temporary/seasonal status is regularly scheduled for at least 40 hours of work per week and successfully completes the introductory period.
Regular full-time employees are eligible for all Company benefits, subject to the terms, conditions and limitations for each benefit program.

**REGULAR FULL-TIME/PART-TIME (FT/PT)** – Any employee who is not on temporary/seasonal employee, is regularly scheduled for a minimum of 30 hours per week and successfully completes the introductory period. Regular full-time/part-time employees are eligible for Company benefits, subject to terms, conditions and limitations for each benefit program.

**REGULAR PART-TIME** – Any employee who is not on a temporary/seasonal status, and is regularly scheduled for less than 30 hours per week. While Regular Part-Time employees receive all legally mandated benefits (such as Social Security and Workers’ Compensation insurance), they are ineligible for any of the Company’s other benefits.

**SEASONAL/TEMPORARY** – Any employee, whether full-time or part-time, who is hired as an interim replacement to temporarily supplement the work force or to assist in the completion of a specific project. An employee will not change from seasonal/temporary status to another status unless specifically informed of such a change, in writing, by the Marina/Operations Manager. While seasonal/temporary employees receive all legally mandated benefits (such as workers’ compensation insurance and Social Security), they are ineligible for any of the company’s other benefits. Seasonal employees should assume they will be laid off at the end of their assignment and/or season and as such will not receive any further notice. Employees subject to collective bargaining agreements are hereby notified of their layoff status.

Since all employees are hired for an unspecified duration, these classifications do not guarantee employment for any specific length of time. Accordingly, both the employee and Company can terminate the employment relationship at-will, at any time, with or without cause and with or without advance notice.

**WORKING HOURS**

Your normal working hours will be determined by your immediate supervisor based on departmental needs. The employee’s work schedule may be modified from time to time by the employee’s supervisor based on specific and/or changing departmental needs.

**BREAKS AND LUNCHES**

All non-exempt employees (as defined herein) in California are entitled to two (2), ten (10) minute paid rest breaks during an eight (8) hours shift, one in each four hour period, for each full working day. Non-exempt employees cannot combine or add these rest breaks to their meal period in order to extend the time allotted by the Company for their lunch period. Lunch periods are unpaid, should be scheduled with your supervisor, and should take no less than 30 minutes nor more than one (1) hours. Nonexempt employees in other states will be provided meal and rest period consistent with state law.

**REPORTING ABSENCES**

Absences and tardiness have a serious impact on scheduling and productivity and are a very important part of your evaluation at review time.

If you are late or absent, you are required to notify your supervisor directly as soon as possible and no later than one (1) hour after your scheduled starting time. Excessive absenteeism or incidents of
tardiness or leaving work early, excused or unexcused, may result in disciplinary action, including termination of employment.

Upon return to work from an unscheduled absence, you must complete the Unscheduled Absence section of the Absence Reporting Form and submit it to your supervisor for confirmation and signature.

For an absence exceeding one day, you are required to communicate your absence to your supervisor daily. If you are absent without notifying your supervisor, you will be deemed to have voluntarily terminated your employment. This policy, however, does not apply to pre-scheduled approved leaves of absence, such as vacation.

Before taking accrued vacation or any other scheduled absence (e.g. scheduled sick leave), you must provide the Company with prior written notice and obtain prior written approval from your direct supervisor and/or Marina/Operations Manager. At least two (2) weeks’ notice is required for vacation leave. For all other scheduled absences, you must provide prior written/electronic notice to the Company as soon as reasonably possible.

To schedule an absence, you must submit the Absence Request Form to your direct supervisor, and/or Marina/Operations Manager for their signatures. Your absence request is not “approved” until you receive a signed copy of the absence Form from your supervisor, and/or Marina/Operations Manager.

**PROMOTIONS**

Employees with the required knowledge, skill, ability and interest may be considered for an open position. The individual’s skills, performance evaluations, work records and length of service may be factors in determining promotions.

**TRANSFERS**

Transfers may be considered and are dependent upon successful completion of six months of continuous service. Communication related to such matters must flow through the Employee’s immediate Supervisor. Requests will be reviewed and evaluated upon the needs of the Company.

**PROBLEM REVIEW**

As a part of our philosophy of open, two-way communication, we believe you should be able to present legitimate concerns about the execution of Company policies.

If an Employee feels that a Company policy has been interpreted or applied unfairly or inequitably, the Employee should use the Problem Review Procedure. Our goal, where feasible, is to solve such issues in a manner satisfactory to all parties involved. All Regular Full-time and Regular Part-Time Employees are eligible to use the Problem Review Procedure.

The Problem Review Procedure and Guidelines may be obtained either from your Supervisor, Operation Manager, or the V.P., Human Resources.

**SALARY REVIEW**

Salary reviews and determinations are made on an individual basis and generally include consideration of many factors, which may include job performance, knowledge, attitude, experience, contribution toward company goals, other characteristics that demonstrate an employee’s abilities and potential,
prevailing and anticipated economic conditions and the Company’s overall performance. Whereas employee salary reviews generally occur annually, the salary review cycle may vary. As a general matter, salary increases are never guaranteed in the salary review process.

**WRITTEN PERFORMANCE REVIEW**

Written performance evaluations are conducted periodically to ensure a closer understanding of performance expectations among management, supervisors and their staff members. These reviews are intended to constructively evaluate employee progress and performance in the employee’s current position, and to point out opportunities for further development.

More importantly, these reviews give employees and their supervisor a chance to openly discuss performance on past objectives. During the performance review, employees should strive to obtain a clear understanding of the supervisor’s views of past performance and his or her expectations for the employee’s future job growth with Westrec.

New employees will generally receive a written performance review after their first 60 days of employment. Thereafter, your supervisor will notify you of your annual review schedule.

**PERSONNEL RECORDS**

The company maintains a personnel file on each employee. The information contained in your personnel record reflects the employment history, education, and payroll information provided by you on your date of hire. Keeping this information accurate and up to date is important to you as well as the Company. Any change in name, address, telephone number, number of dependents or insurance beneficiary should be reported promptly to the Human Resources Department.

Also included in the personnel records are performance reviews and salary history. If you have acquired new skills or completed educational requirements or certificates, please forward this documentation to the Human Resources Department for insertion in your personnel file.

Your personnel file is the property of Westrec and will be subject to review by authorized Company personnel on as-needed basis and may be provided to third parties as required by law. You may review records within your personnel file that you signed and/or which relate to your performance or any grievance concerning you. To review these records, contact the V.P., Human Resources with your request and a mutually convenient appointment time will be scheduled for your review.

**REFERENCES AND EMPLOYEE INFORMATION**

Personal or employment information concerning the Company’s employees is confidential and proprietary and may not be distributed to other employees or to any person outside the Company.

Only a Company officer or the V.P., Human Resources is permitted to answer outside inquiries or provide information of any kind regarding current or former employees. Employees are not permitted to give information on past, current or future employees to persons outside of the Company or to non-management personnel within the Company. In response to any written reference request concerning any former employee of the Company, the Company will supply only verification of employment dates, position held, and salary (with the employee’s authorization). Strict observance of this policy is required. Any violation of this policy may result in disciplinary action, up to and including termination of employment.
EMPLOYMENT OF RELATIVES

No relatives of current employees will be hired if such hiring would create a supervisory relationship with that relative or if it impacts the supervision, safety, security, or morale of the relatives in question, other employees at the Company or the Company itself.

Present employees who become related (for example by virtue of marriage) to another present employee from the same department where a supervisory relationship develops, may be permitted to continue their employment if the Company deems it feasible and appropriate. However, the Company may transfer one of the related employees to a comparable position elsewhere in the Company. Where such a transfer is not possible, and the relationship could impact supervision, safety, security or morale (as determined by the Company), the Company may give the involved employees a specified time period in which to decide which of them will leave the Company. If that decision is not made within the time period, the CEO may decide which employee will leave the Company.

For purposes of this policy, “relative” means spouse, domestic partner or “significant other”, mother, father, child, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, cousin, aunt, uncle, niece and nephew.

TERMINATION

Your employment with the Company is at-will, and can be terminated by you or the Company at any time, with or without cause or advance notice. Nevertheless, the Company requests that, if you decide to leave your employment, you give two weeks’ notice in writing to your supervisor and the Human Resources Department to allow the Company to take the necessary steps to transition your workload, fill your position and process your termination.

Upon your termination of employment, the Company may schedule an exit interview. During that interview, you will have an opportunity to discuss insurance and benefit issues.

III. PAY / ATTENDANCE / OVERTIME

EXEMPT OR NON-EXEMPT STATUS

Certain employees are covered by state and federal regulations governing the payment of overtime. These employees are “non-exempt” from state and federal wage and hour regulations and are paid overtime for overtime work, and are entitled to certain rest breaks and meal periods in accordance with the applicable regulations. Other employees are “exempt” from state and federal wage and hour regulations and are not paid overtime or entitled to rest breaks and meal periods. The determination of whether an employee is exempt or non-exempt is governed by the duties and responsibilities of the assigned position and method of payment. If you have any questions regarding your status as either exempt or non-exempt, you should check with the Human Resources Department. An employee’s exempt or non-exempt classification may be changed only upon written approval of the Human Resources Department.

TIME SHEETS/TIME CARDS

Non-exempt employees are required to submit time sheets/time cards. To ensure timely payroll processing, time sheets/time cards should be completed and given to your supervisor based on the schedule set by the Company. Check with your supervisor regarding proper timing and coding of your
time sheet. Your time sheet/time card is a legal document and you are responsible for its proper completion. All hours actually worked must be recorded on your timesheet in ink. Sick time, vacation, personal time off, etc., must be indicated properly on your time sheet. Altering, falsifying, or tampering with time sheets/time cards may result in disciplinary action, up to and including termination.  

Payday

Our workweek begins on Monday and ends on Sunday. Employees are paid semi-monthly, on the 11th and 26th of each month. If a scheduled payday falls on a Company observed holiday, you will be paid on the preceding weekday. Pay advances may not be obtained for any reason.

Payroll Deductions

The Company takes certain deductions and withholdings from employee compensation pursuant to authorization of the employee and as required by law. The following are the principal payroll deductions required by federal and state laws:

Federal Income Tax (FIT) – The Federal Government requires Westrec to withhold a certain portion of your pay to enable you to pay Federal taxes due each year. The amount withheld is based on the amount of your wages and the number of exemptions you are claiming, as indicated on your W-4 form. The number of exemptions claimed may be changed by you in accordance with the law.

Social Security Tax (FICA) – This program provides retirement, disability and survivor benefits. The amount deducted from your pay is based on total wages earned, and this amount is matched dollar-for-dollar by Westrec and paid to the federal government.

State Personal Income Tax (SIT) – This deduction is mandatory in many states, and the amount taken out of your pay is based on your wages and the number of exemptions you have claimed on your state withholding form. The State of California requires this deduction.

State Disability Insurance Tax (SDI) – California employees who suffer a non-work related illness or injury may be entitled to SDI. SDI benefits are paid by the State of California and are financed from employees’ wages through payroll deductions. In other States where state disability insurance is required, appropriate deductions will be made. The SDI Insurance tax also funds the California Paid Family Leave Benefit (PFL). California employees who take leaves of absence for certain reasons are eligible for paid family leave benefits, as discussed more specifically in the California Paid Family Leave Policy in this Handbook.

OVERTIME

Under normal circumstances, your work should be completed during regular working hours. However, when operating requirements or other needs cannot be met during regular work hours, employees are expected to work overtime hours.

Non-exempt employees will receive overtime pay in accordance with applicable federal and/or state law. No overtime work should be performed without your supervisor’s prior authorization. Employees who work overtime without obtaining proper advance authorization may be subject to disciplinary action, up to and including termination. For purposes of overtime calculations, hours paid for time off for any reason whatsoever (vacation, holiday, illness or other causes) will not be deemed hours worked
in calculating overtime. Each calendar day, beginning at 12:01 a.m., is considered a new workday for the purpose of calculating overtime.

WAGE GARNISHMENT

Garnishment of wages results when an unpaid creditor has obtained a garnishment order by legal action and in other limited circumstances. A garnishment is legal permission for creditors to collect part of an employee’s pay directly from Westrec.

Although Westrec does not wish to become involved in an employee’s private matters, it is compelled by law to administer a valid garnishment order or other legal wage order. In the event Westrec receives a garnishment order, the Human Resources Department or Payroll Department will contact the employee to explain the details of garnishment and how it affects wages. Employees are encouraged to resolve these matters privately to avoid Westrec’s involvement in this mutually unpleasant situation.

IV. BENEFITS

Westrec realizes that its fundamental strength and future growth depend directly upon the contribution made by each employee within its organization, and that productivity and efficiency result from real job satisfaction and from the opportunity each person receives and accepts for his or her individual self-development.

Benefits for all regular-full time employees include, but are not limited to: vacation pay, holiday pay, sick pay, paid jury duty; group medical and dental coverage, life insurance, accidental death and dismemberment (AD&D) insurance, flexible spending accounts; and participation in the Company’s 401(k) Plan. For more information on Westrec’s health care benefits or 401(k) Plan, please contact the Human Resources Department or refer to the governing benefit plans. Regular part-time and temporary/seasonal employees generally are not eligible for any Company benefits (other than legally required benefits) except that regular part-time employees will be eligible to participate in the Company’s 401(k) plan.

VACATION

Vacation is considered to be necessary for a period of rest and relaxation. Employees are urged to use their vacation time each year. Employees are encouraged, and may be required, to take vacations during the “off-season.”

Eligibility and Accrual

An Employee must meet the following criteria to qualify for paid vacation time:

a. Be a regular full-time or regular full-time/part-time employee, and
b. Have completed sixty (60) days of continuous employment with the Company, and
c. Have accrued the vacation before they may take it and receive pay for it.

After satisfying the eligibility requirements above, employees are eligible for paid vacation time according to the following schedule (assuming a five (5) day/forty (40) hour work week):

Upon completion of sixty days (60) of continuous employment Regular Full-Time employees who have been employed with the Company for less than five (5) years begin to accrue vacation at the rate
of 10 days per year or .833 days per month. Regular Full-Time employees who have been employed with the Company for five (5) or more years (but less than 10 years) will accrue vacation at the rate of 15 days per year or 1.25 days per month. Regular Full-Time employees who have been employed with the company for 10 or more years will accrue vacation at the rate of 15 days per year plus for every year of service afterwards, the employee will receive one additional day up to a maximum of 20 days per year.

Regular Full-Time employees who have been employed with the Company for less than five (5) years may accrue up to a maximum of 184 hours of vacation, after which accrual of additional vacation benefits will cease until the employee uses paid vacation time and brings the available amount below the cap. Regular Full-Time employees who have been employed with the Company for five (5) or more years (but less than 10 years) may accrue up to a maximum of 234 hours of paid vacation. Regular Full-Time employees who have been employed with the Company for 10 or more years may accrue up to 304 hours of paid vacation.

Former employees rehired less than or equal to six (6) months after their resignation date will be given credit for their prior employment service and will earn vacation time on a prospective basis at the same accrual rate as when they terminated their employment with the Company.

Regular Full-Time/Part-Time employees (those working less than 40 hours per week but more than 30) are entitled to receive pro-rated benefits for vacation and vacation pay.

In addition, to the extent available, vacation benefits may be used to supplement disability pay or other paid leave benefits. Vacation benefits do not accrue when an employee is on a leave of absence, paid or unpaid (except for jury or witness duty leave).

Vacation time taken will not be counted as hours worked for the purpose of determining overtime pay.

**Vacation Notice**

Sufficient notice of your vacation schedule (at least two (2) weeks prior written notice) must be provided to your supervisor and/or Marina/Operations Manager so that appropriate approvals can be obtained and arrangements can be made to cover your work while you are out. (Company officers must have their vacation requests approved by the CEO). An absence request and reporting form also must be completed and approved in accordance with the Company’s established absence reporting procedures. Vacation requests will be reviewed based on a number of factors, including business needs and staffing requirements. The Company retains the discretion to deny a vacation request. The Company also retains the discretion to schedule vacation for its employees.

**Holiday Schedule**

The Company typically recognizes 6 holidays during each calendar year. They are:

- New Year’s Day
- Labor Day
- Memorial Day
- Thanksgiving Day
- Fourth of July
- Christmas Day

Following the completion of 60 days of employment, Regular Non-exempt Employees are paid double their hourly rate if they work on a Company recognized holiday.
If the property and/or your department is closed on one of the above holidays and you would normally be scheduled to work the day of the week in which it falls, you will receive regular straight time wages for that particular day.

Paid time off for holidays will not be counted as hours worked for the purpose of determining overtime pay.

Reasonable time off for recognized religious holidays will be provided without pay. Employees desiring to observe such holidays must request their supervisor’s approval for time off, in writing, at least seven (7) days in advance of the holiday.

**SICK PAY**

Sick pay will be paid to an employee for time which an employee may be excused from his/her work due to his or her illness, injury and/or any other kind of actual incapacitation (except job related injuries which are administered differently than sick leave), or the illness of his or her parent, spouse, registered domestic partner, or child. Sick leave may not be used for vacation or personal time off. A doctor’s verification of illness may be required by an employee’s supervisor or the V.P., Human Resources if illness exceeds one (1) week or if excessive absenteeism occurs.

Employees are required to report their illness absence(s) daily, directly to their supervisor as soon as possible and no later than within one (1) hour of their regular starting time.

All regular full-time employees are eligible for up to seven (7) days of sick leave annually. After five years, all regular full-time employees are provided with ten days sick leave annually. Sick leave taken within the first 60 days of employment will not be compensated. Sick leave may be carried over from year to year up to a maximum accrual of 25 days. After the completion of five years of employment an individual may carry a ceiling of 30 days. Unused sick leave time will not be paid to an employee upon termination.

New employees will have their sick days pro-rated during their first year of service per the following schedule:

<table>
<thead>
<tr>
<th>If the 60 days concludes in:</th>
<th>Number of Sick Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>January – February</td>
<td>7</td>
</tr>
<tr>
<td>March – April</td>
<td>6</td>
</tr>
<tr>
<td>May – June</td>
<td>5</td>
</tr>
<tr>
<td>July – August</td>
<td>4</td>
</tr>
<tr>
<td>September</td>
<td>3</td>
</tr>
<tr>
<td>October</td>
<td>2</td>
</tr>
<tr>
<td>November</td>
<td>1</td>
</tr>
<tr>
<td>December</td>
<td>0</td>
</tr>
</tbody>
</table>

Thereafter, employees will be granted their seven (7) days of sick leave annually on January 1st of each year.
Excessive absenteeism can have a significant negative impact on the Company, its personnel and overall morale. As a guideline, over five percent (5%) absenteeism is considered excessive (subject to exceptions for approved medical leave). This calculation is made by dividing hours missed into available working hours. Excessive absenteeism may result in disciplinary action, up to and including termination.

Paid time off for sicknesses will not be counted as hours worked for the purpose of determining overtime pay.

HEALTH INSURANCE

The Company provides, at a reasonable cost to the qualifying employee, a flexible choice Health Plan (certain restrictions may apply). The effective date for qualifying individuals is the first of the month following sixty (60) days of employment. Please consult the Plan Summary for additional details on insurance coverage.

LIFE INSURANCE

Each insured employee receives a Life Insurance benefit equal to one-time their annual earnings, subject to a minimum and a maximum. This benefit is provided at no cost to the qualifying Employee. The effective date for qualifying individuals is the first of the month following sixty (60) days of employment. Please consult the Plan Summary for additional details on insurance coverage.

WORKERS’ COMPENSATION INSURANCE

An employee who is absent from work due to a work-related illness or injury may be eligible for benefits under Workers’ Compensation Insurance (WCI). This program is provided by most state statutes and is aimed at protecting individuals who are unable to work due to a work-related disability (illness or injury).

All work related injuries regardless of their extent, must be reported immediately to your Supervisor. After having notified your Supervisor either you or your Supervisor, must immediately contact the Human Resources Department at the Corporate Office. The Supervisor must complete a written Injury Report within 24 hours of the injury. Employees needing treatment for a work related illness/injury must notify any treating hospital or physician that they are seeking treatment for a work related injury. All employees being treated for a work related injury are subject to mandatory drug testing. For further details or for any questions you have regarding the procedures listed above, please call the Human Resources Department. Failure to follow these procedures may result in the loss of benefits. Employees are also subject to disciplinary action for failure to follow these procedures.

An employee may be eligible for WCI disability benefits after a three day waiting period.* The waiting period may be waived if the Employee:
  a. Is hospitalized and charged for at least one day’s room and board, or
  b. Is disabled for twenty-two days or more, but not hospitalized.

To apply for benefits, or for information related to these benefits, please contact the Human Resources Department at the Corporate Office. All injuries reported and/or claims submitted for payment are subject to review and approval by the carrier.
*The Company will apply, as a benefit to the employee, the three day waiting period to their available sick time if it is not waived for the reasons listed above. Waiting periods may vary according to individual state regulations.

V. LEAVES OF ABSENCE

FAMILY CARE AND MEDICAL LEAVE

Eligibility

To be eligible for family care and medical leave under the federal Family and Medical Leave Act (FMLA) and, for California employees, the California Family Rights Act (CFRA), an employee must meet the following criteria:

- You must have worked for the Company for at least 12 months;
- You must have worked at least 1,250 hours during the 12-month period preceding the commencement of the leave; and
- You must work in a location having at least 50 employees within a 75-mile radius.

If you do not meet all of these criteria, you are not eligible for family care and medical leave.

Under the FMLA and CFRA, eligible employees may request up to 12 work weeks of unpaid leave within any 12 month period for the following reasons:

- Birth of employee’s child, or the placement of a child with the employee through adoption or foster care;
- Care of a child, spouse or parent with a serious health condition; or
- The employee is unable to perform one of more of the essential functions of his or her position because of his or her own serious health condition.

Definition of Serious Health Condition

A “serious health condition” is an illness, injury, impairment, or physical or mental condition that involves either:

- Inpatient care in a hospital, hospice or residential medical care facility, including any period of incapacity (that is, inability to work, attend school or perform other regular daily activities) or any subsequent treatment in connection with this inpatient care; or
- Continuing treatment by a health care provider that includes one or more of the following: (1) a period of incapacity (that is, inability to work, attend school or perform other regular daily activities) of more than three (3) consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition; (2) any period of incapacity or treatment for incapacity due to a “chronic” serious health condition; (3) a period of incapacity which is permanent or
long-term due to a condition for which treatment may not be effective, such as Alzheimer’s, a severe stroke, and the terminal stages of a disease; or (4) any period of absence to receive multiple treatments (including any period of recovery) by a health care provider either for (a) restorative surgery after an accident or other injury, or (b) a condition that would likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment.

Pregnancy, childbirth and related medical conditions do not constitute a “serious medical condition” under this policy for California employees. Leave taken because of work-related illness or injury is covered by the policy, and will be counted in determining whether an employee has exhausted his or her entitlement for the relevant 12-month period under the FMLA and, if applicable, CFRA.

When it is medically necessary, an employee may take leave either intermittently or on a reduced leave schedule. “Intermittent leave” is leave taken in separate blocks of time due to a single illness or injury. A “reduced leave schedule” is a schedule that reduces the usual number of hours in the employee’s usual workday or work week. The amount of leave time taken on this basis will reduce the total amount to which the employee is entitled based on the amount of time off the employee actually uses.

Family care leave taken to care for a newborn, or for the adoption or foster care placement of a child, does not have to be taken in one continuous period of time, but must be completed within one year of the birth or placement.

Notice Requirements

When the need for family care and medical leave is foreseeable, such as the birth or adoption of a child or a planned medical treatment, the employee must provide at least thirty (30) days advance notice of the need for leave. If the employee’s need for leave is foreseeable because of planned medical treatment, the employee should make a reasonable effort to schedule the treatment to avoid disruption to the Company’s operations, subject to the approval of the employee’s or the family member’s health care provider.

If the employee’s need is not foreseeable, the employee should give as much notice as is practicable, usually within 2-3 business days of learning of the need for the leave.

To the extent permitted by law, the Company may deny family care and medical leave to employees who do not provide proper notice or certification (see below). Where spouses are both employees of the Company, they may not both be eligible for take the full 12 weeks of leave upon the birth of such employees’ child, or the placement of a child with the employees for adoption or foster care.

Certification of Need for Leave

If an employee needs leave because of his or her own serious health condition or that of a child, spouse or parent, the Company may require a written certification signed by a health care provider. If the Company has reason to doubt the validity of the certification, the Company may ask to obtain the opinion of a second health care provider, chosen by the Company and at its expense. If the second opinion conflicts with the original certification, the Company may require, at its expense, a third certification from a jointly-approved health care provider. The opinion of the third health care
provider will be final and binding. Employees may obtain copies of these second and third opinions at no cost upon request.

The Company may ask the employee for re-certification, no more often than every thirty (30) days, unless: (1) the employee requests an extension of the leave; (2) the circumstances described by the original certification have changed significantly; or (3) the Company learns of information that casts doubt upon the continuing validity of the original certification.

During an absence because of the employee’s own serious health condition, he or she must provide, at least every 30 days, or at the request of his or her manager, periodic reports that describe the employee’s status and prospects for return to work.

Integration with Pregnancy Disability Leave  
(California Employees Only)

For California employees, pregnancy disability leave is designated separately from family leave, although the two leaves may be taken consecutively. California employees who wish to combine family care and medical leave with pregnancy disability leave may take up to seven (7) months (up to four (4) months of pregnancy disability leave, plus up to twelve (12) weeks of family care leave under California law (CFRA)), where the employee is actually disabled for four (4) months because of pregnancy, child birth, or related medical conditions. Health benefits ordinarily provided by the Company will be continued during pregnancy disability leave.

Status of Employee Benefits During Leave

Family care and medical leave is generally unpaid. The employee may, however, elect to use any accrued paid leave (vacation or sick leave) during the leave. If family care and medical leave is for the employee’s own serious health condition, and not related to pregnancy or childbirth, the Company may require the employee to use accrued paid leave time (i.e. vacation and sick time) during the family care leave. If the family care and medical leave is in connection with the adoption or foster care placement of a child, or to care for a child, parent or spouse with a serious health condition, the Company may require the employee to use accrued paid vacation leave time during the family care leave.

California employees who take family care and medical leave for their own serious health condition must apply for California State Disability Insurance (SDI) benefits, and must apply for California Paid Family Leave (PFL) benefits if the leave is other than for the employee’s own serious health condition. SDI forms are generally available from health care providers. PFL forms are available from the California Employment Development Department. Any SDI to which an employee is eligible will be integrated with his or her accrued vacation and sick time and any short-term disability benefits for which the employee is eligible, so that the employee retains his or her eligibility for SDI yet may be able to receive up to 100% of his or her regular pay. Employees applying for Paid Family Leave must first use up to two (2) weeks of accrued vacation, or less if they have less, before their initial receipt of Paid Family Leave benefits for that year. If you have questions about eligibility SDI of PFL benefits, please contact the V.P., Human Resources.

Any employee who is granted an approved leave of absence under this policy will be provided with group health plan benefits under the same terms and conditions in effect before the family care and medical leave began. The Company will continue the group medical plan coverage for a maximum of 12 work weeks in a 12-month period. Thereafter, employees may elect to continue coverage pursuant
to COBRA. In the event that an employee elects to not return to work upon completion of an approved, unpaid leave of absence, the Company may recover from the employee the cost of any payments made to maintain the employee’s health care coverage, unless the failure to return to work was due to the continuation or onset of a serious health condition or other circumstances beyond the employee’s control.

The use of family care and medical leave will not result in the loss of any employment benefits that accrued prior to the start of the employee’s leave. Conditions of employment based upon length of service will be calculated as of the last paid work day prior to the start of the unpaid leave of absence. Accrual of vacation benefits and sick leave will be suspended during the period of leave and will resume upon return to active employment.

Reinstatement

To return to work from a leave for a serious medical condition, the employee must provide a release from his or her health care provider certifying that he or she can safely perform all of the essential functions of his or her position, with or without reasonable accommodation. Work limitations, if any, must be identified.

An employee who returns from family care and medical leave will be restored either to the position he or she held before going on leave or to an equivalent position, subject to certain limitations established by law. An employee’s employment rights are no greater than if the employee had been continuously employed during the leave period. Accordingly, if an employee’s job is eliminated in a reduction-in-force or reorganization during the leave, the employee’s employment will be terminated and the Company’s obligation to continue the leave, and to maintain group medical plan benefits and to reinstate the employee, will cease at the time of termination. Any employee who fails to report for work at the end of the approved family care and medical leave may be deemed to have voluntarily resigned, unless the employee has secured Company approval to extend his or her leave before the initially approved leave period has expired. The Company may refuse to reinstate an employee in certain limited circumstances following a leave of absence if the employee is an exempt employee who is among the highest paid 10% of all employees (both exempt and non-exempt) employed at or within 75 miles of the employee’s work site (a “Key Employee”). The Company will advise an employee, at the time leave is requested, if he or she is a Key Employee.

The Company will administer this policy in accordance with all applicable legal standards, which may vary in each state. Any leave of absence that is granted under this policy or any other policy for a purpose specified above shall be credited against the 12-week limit contained in this policy if and to the extent permitted by law. Employees are encouraged to direct any questions regarding limitations and conditions that apply under this policy to the Human Resources Department.

PREGNANCY DISABILITY POLICY
California Employees Only

Eligibility

Under the California Fair Employment and Housing Act (FEHA), all female employees working in California (whether part-time or full-time) are entitled to take an unpaid leave of absence of up to four (4) months when they are actually disabled by pregnancy, childbirth, or related medical conditions. "Disabled by pregnancy" means that the employee is, in the opinion of her health care provider, unable
to perform one or more of the essential functions of her job or unable to perform these functions without undue risk to herself, the successful completion of her pregnancy, or to other persons. Leave is available for all disabilities related to each pregnancy and does not need to be taken in one continuous period of time. There is no length of service requirement for a pregnancy disability leave.

Transfer and Other Accommodation

The Company will transfer an employee affected by pregnancy to a less strenuous or hazardous position or provide other accommodation if: (1) the employee requests a transfer or other accommodation; (2) the request is based upon the advice of the employee’s health care provider; and (3) the transfer or other accommodation can be reasonably accommodated by the Company and will not create an undue hardship.

An employee is “affected by pregnancy” if she is pregnant or has a related medical condition, whether or not she is disabled by any of these conditions. No additional position will be created and the Company will not discharge another employee, transfer another employee with more seniority, or promote or transfer any employee who is not qualified to perform the new job.

Notification Requirements

Employees must give at least thirty (30) days advance notice before a pregnancy disability leave, transfer or other accommodation is to begin if the need for the leave, transfer or other accommodation is foreseeable. If thirty (30) days’ notice is not possible, the employee should give notice as soon as possible.

To support a request for a pregnancy-related disability leave, transfer or other accommodation, employees must present written certification from a health care provider that contains the following information:

- The date on which (i) the employee became disabled; or (ii) the need to transfer or other accommodation became medically advisable;

- The probable duration of the period(s) of disability or need to transfer or other accommodation; and

- A statement that (i) due to the disability, the employee is unable to perform one or more of the essential functions of the position without undue risk to the employee, the successful completion of the employee’s pregnancy, or to other persons; or (ii) due to the pregnancy, transfer or other accommodation is medically advisable.

The Company may ask the employee for re-certification at reasonable intervals, but not more than every thirty (30) days, unless: (1) the employee requests an extension of the leave; (2) the circumstances described in the original certification have changed significantly; or (3) the Company learns information that casts doubt upon the continuing validity of the original certification.

Reinstatement

If the employee and her supervisor have agreed upon a definite date of return, the employee will be reinstated on that date, unless she has obtained Company approval, in advance, to extend the leave. If
the length of the leave has not been established, or if the requested return is earlier than the original agreement, the employee will be returned to work within two (2) business days, where feasible, after notifying the Company of her readiness to return. Failure to report to work upon the conclusion of leave may be deemed a voluntary resignation. Before returning to work, the employee must obtain a written release from her health care provider certifying that she is able to perform all of the essential duties of her job, with or without reasonable accommodation. Work limitations, if any, must be identified. The Company will reinstate the employee to the job held before the leave or transfer began, unless one of the following conditions exist: (1) the employee would not otherwise have been employed in the same job at the time of reinstatement for legitimate business reasons unrelated to the leave; or (2) the job could not be kept open or filled by a temporary employee without substantially undermining the ability of the Company to operate safely and efficiently.

If the Company cannot reinstate the employee to the same job, it will offer the employee a comparable position consistent with the law, provided that a comparable position exists and is available.

Integration with Other Benefits

Pregnancy disability leaves are generally unpaid. However, employees may elect to substitute, or the Company may require the employee to substitute, accrued vacation and sick time.

Employees in California may apply for State Disability Insurance (SDI) benefits when they become disabled. SDI forms are generally available from health care providers. Any SDI benefits will be integrated with any accrued vacation or sick time so that the employee does not receive more than 100% of regular pay. If employees have questions about eligibility for this insurance, please contact the V.P., Human Resources.

Benefit accruals, such as vacation and sick time, will cease during pregnancy disability leave. Additionally, employees will not be eligible to receive holiday pay while on leave. Life insurance will be maintained at the level and under the same conditions coverage would have been provided had the employee remained in active employment status.

An employee who is granted an approved leave of absence under this policy will be provided with group health plan benefits during the leave for a period not to exceed four (4) months under the same terms and conditions in effect before the leave began. Thereafter, employees may elect to continue coverage pursuant to COBRA. When the employee returns from leave, benefits will again be provided by the Company, according to all applicable plans.

Pregnancy disability leave taken by California employees under California law should not be credited against the 12-week period an eligible employee may be entitled to take under the Company’s family care and medical leave policy.

Employees Outside of California

Female employees working outside of California will be eligible for pregnancy disability leave to the extent such leave is provided by the laws of the state in which they work. Non-California employees interested in learning more about the availability or pregnancy disability leave and the terms and conditions of such leave (if any) should contact the Human Resources Department. Employees working in states which do not provide pregnancy disability leave may take advantage of the
Company’s family care and medical leave policy, if the employee meets the eligibility requirements of that policy, or non-occupational medical leave policy, as set forth below.

NON-OCCUPATIONAL MEDICAL LEAVE

Eligibility

Employees who are not eligible for a family care and medical leave, may be eligible to take a non-occupational medical leave for an injury or illness that is not work-related. Female employees who are not eligible for a pregnancy disability leave because they do not live in California (or in any other state which provides pregnancy disability leave) and are not eligible for a family care and medical leave are also covered under this policy.

Westrec may grant an unpaid non-occupational medical leave of up to eight (8) weeks to employees with an injury or illness that is not work-related or who are pregnant, but not covered by the Company’s pregnancy disability leave policy or family care and medical leave policy. Employees still in the introductory period are not eligible for a non-occupational medical leave, except as may be required by law.

Scheduling Leave

Employees must submit a written certification signed by a health care provider documenting the need to take a leave of absence. If the employee’s need for a leave is foreseeable, he or she must provide at least thirty (30) days advance notice. If the need is not foreseeable, the employee should provide as much notice as possible, usually within two or three business days of learning of the need for the leave.

Reinstatement

To return to work from a non-occupational medical leave, an employee must provide a release from his or her health care provider certifying that the employee can safely perform all of the essential functions of the position, with or without reasonable accommodation, if it is available. Work limitations, if any, must be identified.

Employees will be reinstated to the position they held before beginning leave, if it is available, or if not, to a comparable position if available. Otherwise, the employee will be considered for any vacancy for which the employee is qualified. Reinstatement following non-occupational medical leave is not guaranteed, except as required by law. Special reinstatement may be available to pregnant employees in other states upon returning from pregnancy-related non-occupational disability leave.

Integration with Other Benefits

Non-occupational medical leaves are generally unpaid. Employees must substitute any accrued vacation or sick time for unpaid leave, subject to applicable legal limitations. Employees should apply for state disability insurance (SDI) benefits if they work in a state that provides such benefits. SDI forms are generally available from health care providers. Any SDI to which an employee is entitled will be integrated with the employee’s vacation and sick time and any short-term disability benefits for which the employee may be eligible so that the employee does not receive over 100% of regular pay.
Employees will not accrue vacation or sick time during any unpaid portion of leave, and will not be eligible to receive holiday pay.

Any employee who is granted an approved leave of absence under this policy will be provided with group health plan benefits during the leave for a period not to exceed four months under the same terms and conditions in effect before the leave began. Thereafter, employees may elect to continue coverage pursuant to COBRA.

PAID FAMILY LEAVE
(California Employees Only)

Generally, family leave is unpaid. If the purpose of the leave is to care for a family member who is seriously ill or to care for a new child, California employees may be eligible for wage replacement benefits for up to six (6) weeks in any 12-month period.

The State of California maintains a paid benefit program for employees in California who take time off to tend to the serious health condition of a spouse, child, parent, or domestic partner, or to care for a newborn child, or recently adopted child or foster child. Paid Family Leave (PFL) is entirely funded by employees through mandatory payroll deduction. Benefit eligibility does not require that the employer provide the time off. If time off is given, the employer need not guarantee reinstatement or provide benefits. However, these entitlements may be available through other policies, such as the Company's family care and medical leave policy. Eligibility for PFL does not change eligibility under the Company's family care and medical leave policy.

PFL claims are solely the employee's responsibility. Claim forms are available from the California Employment Development Department (EDD).

Accrued vacation must be used during family leave. California employees are required to take accrued vacation before initial receipt of PFL, up to a limit of two (2) weeks, or the total balance of available vacation if less than two (2) weeks. Such vacation time will be counted concurrently with any family care leave absence time and does not extend the eligible period of family care leave. Employees will be eligible for PFL wage replacement benefits for the current year after their initial two (2) weeks of vacation time is paid. This requirement renews every twelve (12) months.

PERSONAL LEAVE

The Company may provide unpaid leaves of absences to eligible employees who wish to take time off from work duties to fulfill personal obligations. Only Regular Full-Time employees are eligible to request personal leave.

An employee seeking personal leave must submit a written leave request to his or her manager. Personal leave may be granted, for a period of up to four (4) weeks every twelve (12) months. If this initial period of absence proves insufficient, consideration will be given to a written request for a single extension of no more than four (4) weeks.

Requests shall be considered on a case-by-case basis after the employee's supervisor and the V.P., Human Resources have determined: (1) the likely impact of the employee's absence on the business operations of Westrec; (2) the urgency of the employee's need for leave; and (3) the employee's job...
performance and service. Westrec has the sole and absolute discretion to approve or deny a personal leave.

Any employee who is granted an approved leave of absence under this policy will be provided with group health plan benefits during the leave for a period not to exceed two (2) months under the same terms and conditions in effect before the leave began. Thereafter, employees may elect to continue coverage pursuant to COBRA. When the employee returns from personal leave, benefits will again be provided by the Company according to the applicable plans.

Benefit accrual, such as vacation or sick leave or holiday benefits, will be suspended during the leave and will resume upon return to active employment.

When a personal leave ends, reasonable efforts will be made to return the employee to his or her same position, if it is available, or to another available position for which the employee is qualified. However, the Company does not guarantee reinstatement or continued employment during personal leave. Failure to return from an approved leave will be assumed to be a voluntary resignation.

BEREAVEMENT LEAVE

Regular Full-Time employees who have completed their introductory period are eligible for up to three (3) days of paid leave to attend the funeral of, and/or attend to other matters in connection with the death of a spouse or registered domestic partner, parent/stepparent, grandparent, child/stepchild, grandchild, brother, sister, mother-in-law or father-in-law. Approval is required by both the employee’s supervisor and the V.P., Human Resources. Documentation of the death may be required.

Under extenuating circumstances, employees may extend their bereavement leave by an additional five (5) days by using accrued, but unused, sick leave or vacation days. Approval by both the employee’s supervisor and the V.P. Human Resources is required.

JURY OR WITNESS DUTY

Westrec encourages employees to fulfill their civic responsibilities by serving jury or witness duty (when summoned) in a legal proceeding not initiated by the employee or the employee's immediate family.

Regular Full-Time employees who have completed their introductory period and who have received a written summons for jury or witness duty, are eligible for up to ten (10) days of paid jury/witness duty leave annually. Jury/witness duty leave that exceeds ten (10) days per year will be unpaid; however, under no circumstances will exempt employees be docked a partial week’s salary because of jury/witness duty. Employees must notify the Company immediately upon receipt of the summons. Documentation of the summons will be required. In certain circumstances, the Company may request that the employee make every lawful effort to arrange for the jury service to be rescheduled if the employee’s absence at the scheduled time would create a hardship or interfere with the legitimate needs of the Company.

Jury/witness duty pay will be calculated at the employee’s base rate of pay, and time spent on jury/witness duty will not be considered hours worked for purposes of overtime pay calculations. Employees must use accrued vacation leave for time-off related to legal proceedings they have initiated.
Employees who are "on-call" as jurors or witnesses are expected to report to work during their normal working hours until they are actually required to appear. Employees must notify their supervisor daily of their "on-call" status. Failure to do so could result in the loss of pay.

Westrec will continue to provide group health care benefits for otherwise eligible employees for the full term of any jury/witness duty absence to the extent allowed by the Company's group health care plans. Seniority, vacation, sick leave, and holiday benefits will continue to accrue during the jury duty or witness leave.

SCHOOL VISIT LEAVE

Employees who are parents, guardians, or custodians of children in kindergarten through grade 12, or in licensed day care facilities, are permitted to take up to 40 hours per year, not to exceed eight (8) hours in any calendar month, in unpaid leave to participate in activities sponsored, approved, or supervised by the school or day care facility, such as parent/teacher conferences or field trips. In addition, the Company will allow employees time off from work to appear at the school of their children if such appearance is requested by the school due to the child's suspension (or possible suspension) from school.

Employees must provide their immediate supervisors with reasonable advance notice of the need for parental leave for school visits. If requested by the Company to do so, employees must, upon return from the leave, provide documentation to the Company from the school verifying the date and time of the visit.

TIME OFF WORK FOR VICTIMS OF DOMESTIC VIOLENCE OR SEXUAL ASSAULT (California Employees)

California law provides that employees who are victims of domestic violence or sexual assault may take time off work for the following purposes: to seek medical attention; to obtain services from a domestic violence shelter, program or rape crisis center; to obtain psychological counseling; and to participate in safety planning and other actions to increase safety from future domestic violence or sexual assault, including temporary or permanent relocation. The employee shall provide reasonable advance notice of the need for time off, if feasible. If an unscheduled absence occurs, the Company may require the employee to provide certification of the time off. The time off will be unpaid unless the employee elects to use accrued vacation or sick leave.

TIME OFF FOR VICTIMS OF CRIME AND RELATED PERSONS (California Employees)

California law provides that an employee who is a victim of crime, or who has an immediate family member or registered domestic partner that is a victim of crime, or who is a child of a registered domestic partner of a victim of crime, may take time off from work in order to attend judicial proceedings related to that crime. In advance of the absence, the employee must provide the employer with a copy of the notice of each scheduled proceeding, unless advance notice is not feasible. If advance notice is not feasible or an unscheduled absence occurs, the Company may require the employee to provide documentation evidencing the judicial proceeding. The time off will be unpaid unless the employee elects to use accrued vacation or sick leave.
MILITARY LEAVE

All employees are eligible for military leaves of absence. The specific terms and nature of an employee’s right to return to his or her job after military leaves are governed by law. Employees who have questions about military leaves of absence should contact the Human Resources Department.

VI. STANDARDS OF CONDUCT

CONFIDENTIAL AND PROPRIETARY INFORMATION

The Company has developed certain confidential and/or proprietary information that is unique to Westrec. Keeping such information from third parties and/or competitors is important to the Company’s continued success.

Westrec protects its confidential and/or proprietary information by restricting employee access to those who have a "need to know" and by restricting employee and visitor access into certain designated Company areas. It is the employee’s obligation not to use or disclose any Company confidential information without the Company’s express authorization.

All persons accepting employment with Westrec do so with the understanding that any information pertaining to the Company's activities, both current and future, is to be kept strictly confidential during and after employment with the Company. Except as required by law, information concerning the business of Westrec is not to be discussed with competitors, outsiders or the media. Furthermore, employees shall not remove from Company premises any documents and/or other information pertaining to the business or prospects of Westrec without prior, written permission of the Company's CEO; provided, however, that employees may remove from Company premises copies of those documents necessary to the immediate performance of their duties without obtaining such prior, written approval. Originals of all documents, however, must remain on Company premises and may not be removed for any reason without prior, written approval of the CEO. Failure to honor this confidentiality requirement may result in disciplinary action, up to and including termination of employment.

If you leave employment with Westrec for any reason, you must continue to treat as private and privileged any and all such confidential and/or proprietary information. Upon an employee's termination of employment, all copies of documents pertaining to the business or prospects of Westrec, and any embodiment of Company confidential or proprietary information (e.g., supervisor manual, notes or computer-recorded information), must be returned to the Company.

Employees who improperly use or disclose trade secrets or confidential and/or proprietary business information will be subject to disciplinary action, up to and including termination of employment. Additionally, Westrec may pursue legal remedies for such breach or any unauthorized use or disclosure of sensitive, confidential, or proprietary information.

CORPORATE OPPORTUNITIES/CONFLICTS OF INTEREST

We value our excellent reputation, and it is important that you, as a representative of Westrec, avoid even the appearance of anything which might be interpreted as a conflict of interest.
Situations representing a conflict of interest include, but are not limited to: accepting gifts, money or special favors from a business associate valued over $100.00; having an undisclosed outside job or affiliation which (i) competes and/or conflicts with the interests of Westrec, (ii) involves a firm which buys, leases from, or sells to Westrec, (iii) demands your time and energy to the extent that it could adversely affect your performance at Westrec; or (iv) using Westrec's name, property, equipment or facilities for personal gain. Any situation which you feel might be construed as not being in Westrec's best interest must be immediately resolved through immediate disclosure and discussion with the V.P., Human Resources, the Chief Financial Officer (CFO) or the Chief Executive Officer (CEO).

A conflict of interest also arises when any employee finds himself or herself on the other side of a business transaction with the Company or involved in a business transaction which may detrimentally impact the Company. Situations which could potentially place the individual in a position where a conflict of interest might arise should be avoided if possible or, if not possible, should be reported to the V.P., Human Resources, the CFO or the CEO immediately so that appropriate procedures can be followed.

A corporate opportunity is a potential business opportunity which Westrec might wish to develop. Any circumstance which might constitute a corporate opportunity must be presented to Westrec. A Westrec employee is not permitted to individually take advantage of a corporate opportunity unless Westrec has expressly stated in writing that it is waiving its rights to preserve the opportunity for itself and granting permission to the individual to develop the opportunity as described in the submission to Westrec.

Management appreciates that there are difficult issues and questions in these areas and encourages you to contact the CEO of the Company if you wish to discuss the issues raised in this policy.

SYSTEMS USAGE POLICY

All employees are required to read and abide by the Company's Systems Usage Policy, and to sign the Company's Systems Usage Policy Acknowledgment.

HARASSMENT

It is the policy of Westrec to provide a work environment free of discrimination or harassment for any reason, including but not limited to race, color, religious creed, national origin, ancestry, sex, sexual or gender identity, age, medical condition, marital status, sexual orientation, physical or mental disability, citizen status, pregnancy, veteran status or any other characteristic protected by state, federal or local law. Westrec strongly disapproves of and will not tolerate harassment of employees or others by managers, supervisors, employees, agents of the Company or any other third party, such as tenants, vendors or visitors.

Definition

Harassment includes verbal, visual or physical conduct that creates an intimidating, offensive or hostile working environment or that interferes with work performance and includes epithets, derogatory jokes or comments, slurs, derogatory posters, cartoons, or drawings, or gestures.
Complaint Procedure

Any employee who believes that he or she has been harassed or discriminated against by any employee (including supervisors and officers), tenant, visitor, or vendor, or believes that he or she has witnessed harassment or discrimination, must immediately notify the V.P., Human Resources. Alternatively, when appropriate, the employee may notify his or her supervisor or any officer of the Company directly. Westrec requires the prompt reporting of complaints so that a timely investigation may be made and appropriate action taken.

All complaints of harassment or discrimination that are reported to management will be promptly investigated by the V.P. Human Resources or another investigator appointed by the Company. Confidentiality will be maintained throughout the investigatory process to the extent practical and appropriate under the circumstances. No individual will suffer retaliation for reporting any incident of harassment or discrimination, making a complaint, or participating in any investigation and the Company does not tolerate retaliation by others.

Disciplinary Action

Any employee who is found to have violated this policy, engaged in harassment or discrimination, or to have retaliated against an employee for reporting or participating in the investigation of harassment or discrimination will be subject to appropriate disciplinary action, including immediate termination of employment. The Company will also take steps as necessary to prevent any further harassment. In addition, individuals who engage in unlawful conduct may be held personally liable for their conduct in legal proceedings.

SEXUAL HARASSMENT

Sexual harassment in any form is strictly prohibited. Sexual harassment is a form of employee misconduct which undermines the integrity of the employment relationship. All employees must be allowed to work in an environment free from unsolicited and unwelcome sexual overtures. Sexual harassment debilitates morale and interferes with the work productivity of its victims and their co-workers.

Sexual Harassment Defined

Sexual harassment occurs when submission to or rejection of unwelcome sexual conduct is used as a basis for employment decisions, or when submission to sexual harassment is a condition for receiving employment benefits, promotions, raises, etc. Sexual harassment may occur between members of the opposite sex (including harassment of women by men, and of men by women), and between members of the same sex.

Sexual harassment also occurs when unwelcome sexual conduct unreasonably interferes with job performance or creates an intimidating, hostile or offensive working environment, even if it does not lead to tangible or economic job consequences. The following is a partial list of examples of conduct prohibited by this policy:

- Unwanted sexual advances;
- Making or threatening reprisals after a negative response to sexual advances;


- Visual conduct that includes leering, making sexual gestures, or displaying sexually suggestive objects or pictures, cartoons, posters or computer graphics;

- Verbal comments that include making or using derogatory comments, epithets, slurs, or jokes;

- Verbal sexual advances or propositions;

- Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, or suggestive or obscene letters, notes, e-mails, or invitations; and

- Physical conduct that includes touching, assaulting, or impeding or blocking movements.

Complaint Procedure

Any employee who believes that he or she has been sexually harassed by any employee (including supervisors and officers), tenant, visitor, vendor, or other third party, or believes that he or she has witnessed harassment or other conduct that violates this policy, must immediately notify the V.P., Human Resources. Alternatively, when appropriate, the employee may notify his or her supervisor or any officer of the Company directly. Westrec requires the prompt reporting of complaints so that a timely investigation may be made and appropriate action taken.

All complaints of sexual harassment that are reported to the Company will be promptly investigated by the V.P., Human Resources or another investigator appointed by the Company. Confidentiality will be maintained throughout the investigatory process to the extent practical and appropriate under the circumstances. No individual will suffer retaliation for reporting any incident of sexual harassment, making a complaint, or participating in any investigation and the Company will not tolerate retaliation by others.

Disciplinary Action

Any employee who is found to have violated this policy, engaged in sexual harassment or to have retaliated against an employee for reporting or participating in the investigation of sexual harassment will be subject to appropriate disciplinary action, including immediate termination of employment. The Company will also take steps as necessary to prevent any further harassment. In addition, individuals who engage in unlawful conduct may be held personally liable for their conduct in legal proceedings.

DRESS CODE

Everyone at the Company is representative of the Company and should dress in a manner that reflects a positive Company image.

The various jobs within the Company will warrant different standards of dress. Certain other positions may require the wearing of a uniform. Please consult with your supervisor should you have any questions regarding your particular position and what the appropriate attire may be.
Your wearing apparel must be clean, in good repair and not unduly distressed. Appropriate grooming and hygiene standards must be adhered to. Facial hair must be neatly groomed and trimmed. Shaggy, unkempt hair is not permissible regardless of length.

Tattoos and body piercing should not be visible. Earrings are permissible as long as there are no more than two per ear.

Employees reporting to work in unacceptable attire and/or in an unkempt manner will be sent home without pay to either change their clothing or to attend to their appearance. The Company retains the right in all circumstances to terminate the employee at-will for violation of any Company policy to include the dress code policy.

**ALCOHOL AND DRUG POLICY**

Westrec has a strict policy regarding the use and possession of illegal drugs and alcohol. This policy recognizes that employee involvement with illegal drugs or alcohol can be extremely disruptive and harmful to the workplace. It can adversely affect the quality of work and the performance of employees, pose serious safety and health risks to the user and others, and have a negative impact on work efficiency and productivity.

Accordingly, no employee may use, possess, manufacture, distribute or sell alcohol or any illegal drug while on the Company's property, while on duty, while on on-call status, or while operating a vehicle that is owned or leased by the Company. (Moderate consumption of alcohol served at Company sponsored events will not violate this policy.) In addition, no employee may report for work, or remain on duty or on on-call status, while under the influence of, or impaired by, any illegal drug or alcohol. For purposes of this policy, a drug will be considered an "illegal drug" if its use is prohibited or restricted by law and an employee improperly uses or possesses the drug, regardless of whether such conduct constitutes an illegal act or whether the employee is criminally prosecuted and/or convicted for such conduct.

Any prescription medication which must be taken while at work should be kept in the original prescription container. If an employee's prescription medication affects his or her ability to work safely or productively, the employee must promptly notify his or her supervisor in order to determine the appropriate course of action.

Westrec asserts its legal right and prerogative to test certain employees for substance abuse. Employees may be asked to submit to a medical examination and/or to submit to urine testing for illegal drugs or alcohol under the following circumstances:

- Employee is involved in an accident on the Company's property resulting in injury to the employee, other employees, clients, tenants, vendors or visitors; or results in property damage; or

- Employee is involved in any accident while driving a Company vehicle resulting in injury to the employee or another person or damage to the Company's vehicle, another vehicle or any other property damage; or

- Employee’s supervisor or manager reasonably suspects that the employee is under the influence of illegal drugs or alcohol.
Employee consent to testing, when requested by the Company, is a condition of employment. Refusal to submit to such tests constitutes a violation of Company policy and is grounds for disciplinary action, including immediate termination of employment.

An employee convicted of any criminal drug statute violation, where the offense occurred in the workplace, must notify the V.P., Human Resources within five (5) days of such conviction. Any employee convicted of such a violation will be subject to disciplinary action, up to and including termination. If the Company elects not to terminate the employee, the employee may be required to participate in, and successfully complete, an approved controlled substance abuse assistance or rehabilitation program as a condition of continued employment at the company to the extent that such condition is permitted by law.

It is essential that all employees comply fully with this policy as a condition of employment. Employees who violate this policy are subject to disciplinary action, up to and including the termination of employment.

SMOKING

No smoking is allowed in the Company's offices and may be further restricted and/or forbidden in all areas of the premises as deemed by the property manager. Please consult with your supervisor as to the appropriate location (if any) for smoking on Company property. Employees who violate this policy will be subject to disciplinary action, up to and including the termination of employment.

NO SOLICITATION RULE

In an effort to assure a productive and harmonious work environment, persons not employed by Westrec may not solicit or distribute literature and/or products in the workplace at any time for any purpose.

Westrec recognizes that employees may have interests in events and organizations outside the workplace. However, employees may not solicit or distribute literature concerning these activities during working time or at employees' workstations unless advance written approval is be confined to non-work areas such as the Company's dining areas or break rooms. Additionally, employees are prohibited from using the Company's e-mail system or facsimile machines for solicitation purposes.

SAFETY

It is the Company's intent to provide a safe and healthful working environment for its employees and those persons who visit Westrec facilities. The safe performance of all work assignments without injury is a principal objective of the Company. The Company maintains an Illness and Injury Prevention Program applicable to its operations. More information concerning this Program may be obtained from the Human Resources Department.

Although it is a goal of the Company to provide a safe environment, it is also the responsibility of each employee to follow safety regulations and to be responsible for their health and safety at work. Please immediately report all accidents involving personal injury, regardless of how minor, to your supervisor, as well as to the V.P., Human Resources. An accident report will be completed and arrangements will be made to seek medical attention if necessary.
If an employee is injured on the job, in most cases, he or she will be entitled to benefits under the state Workers' Compensation law. Westrec carries workers' compensation insurance and will assist employees to obtain all benefits to which they are legally entitled. If you have any questions or concerns regarding Workers' Compensation, please contact the Human Resources Department. All employees are subject to post-injury drug testing or if they are involved in an accident that causes property damage and/or personal injury to another individual.

RULES OF CONDUCT

The Company has some basic expectations in the areas of performance, personal conduct and safety on the job. Most of them are just good common sense, and it is important to remember them. Failure to meet these basic standards is grounds for disciplinary action, up to and including termination from Westrec.

It is impossible to provide an exhaustive list of all types of impermissible conduct and performance. However, the following are some examples of prohibited conduct:

• Unsatisfactory performance and/or incompetence;

• Failure to notify your supervisor in advance when you will be absent, for how long, and why;

• Being absent without authority or walking off the job without authorization;

• Excessive tardiness or absenteeism;

• Excessive use of Company telephones or computers for personal purposes;

• Unauthorized or inappropriate use of Company equipment including computers, fax machines, copying machines, etc.;

• Causing or failing to avert an accident through neglect, failing to follow safety procedures or being repeatedly careless or negligent;

• Insubordination, including improper conduct toward a supervisor or refusal to perform tasks assigned by a supervisor in the appropriate manner; insulting or demeaning a supervisor by the use of foul or abusive language;

• Being abusive or disrespectful of fellow employees, tenants or customers;

• Sexual or prohibited harassment, discrimination, or any inappropriate, immoral, or indecent conduct towards an employee, prospective employee, supervisor, tenant or customer;

• Committing or threatening an act of violence or intimidation, possession of firearms or other weapons or dangerous materials on Company premises;

• Working under the influence of alcohol or possessing alcohol on Company premises;
• Possession, distribution, manufacture, sale or being under the influence of narcotics, marijuana or other illegal drugs while on Company property or at Company functions;

• Smoking outside of approved areas;

• Gambling on Company property;

• Horseplay, scuffling or fighting on Company premises or at Company sponsored functions;

• Theft or misappropriation of Company, employee, or tenant property or proprietary information;

• Falsifying or altering Company records (including pre-employment forms, time records and tenant records);

• Distributing unauthorized literature for any purpose in working areas at any time;

• Soliciting on behalf of any organization or for any purpose during employees' working time without advance written approval;

• Violation of Westrec’s policies governing conflicts of interest, systems usage; and

• Violation of any other Westrec policy, including those described in this Employee Handbook.

Employment with the Company is at-will and either the employee or the Company may terminate that relationship at any time, with or without cause or advance notice. The Company reserves the right to take appropriate disciplinary action, including termination, at the Company’s sole discretion, whether or not any of the above conduct has occurred.

RETURN OF COMPANY PROPERTY

Employees are expected to return all Company property in their possession or control immediately upon termination of employment for any reason. This includes keys, tools, equipment, uniforms, electronic passes/codes, cell phones, radios, pagers or manuals provided to the Employee by the Company. The Company may take action deemed necessary to protect or recover Company property.

VII. MISCELLANEOUS

EXPENSE REPORTS

When business-related expenses occur, an expense report must be completed and submitted in accordance with the guidelines established by the Company’s Chief Financial Officer (CFO). Generally, meals will be paid by the Company only for business-related meetings with visitors. The Company will not pay for gifts for an employee’s birthday, Christmas or any other special occasions. These are considered personal gifts from one employee to the other.
Westrec’s CFO retains the final authority to establish guidelines regarding business-related expenses and to regulate detailed compliance with Company expense reports. In addition, the CFO has the authority to issue more detailed guidelines regarding travel, business, and entertainment expenses for Westrec’s employees.

Accordingly, all business-related expenses will be reimbursed and processed according to the CFO’s most current memorandum regarding travel, business, and entertainment expenses.

CORPORATE INQUIRIES

All corporate inquiries made by the public, institutions, analysts, other companies, and/or the media (other than day-to-day business matters) are to be referred to the CEO of the Company for response.

TUITION REIMBURSEMENT

Westrec encourages employees to enhance their education in order to increase their opportunity for promotion and success within the Company. Generally, the Company considers the costs of such education to be the employee’s responsibility. However, the Company will entertain requests for reimbursement for funds spent on tuition for advanced degrees or certificates directly related to the Company’s business and/or the employee’s position in the Company. Each request for tuition reimbursement is subject to a case-by-case review by Westrec’s CEO and CFO. Moreover, Westrec reserves the right to deny an employee’s request for tuition reimbursement, or to discontinue any such reimbursement, at its sole and absolute discretion.

FIRE/EMERGENCIES

All emergency numbers are listed on Employee Bulletin Boards. You may summon emergency aid by calling 911.

You must become familiar with the location of emergency exits, fire alarm boxes and fire-fighting equipment in your area.

If you have any concerns regarding hazards, please bring these to the attention of your supervisor or the V.P., Human Resources.

REQUIRED NOTICES

The Company provides all locations with required mandatory legal notices and bulletins concerning OSHA, Workers’ Compensation procedures and policy numbers, minimum wage laws, Equal Opportunity Employment laws, etc.

In order to maintain neat and orderly bulletin boards, and to be certain that all notices are in the common interest, the Operations/Regional Manager or the V.P., Human Resources are the only authorized parties to post bulletins and/or notices on the bulletin boards.
QUESTIONS?

Have a question or problem? Even in the most ideal working environments, some questions, concerns, misunderstandings, and problems arise. You are encouraged to discuss with your supervisor or the V.P., Human Resources any problem or concern that you may have regarding your employment.

If your supervisor is not available or if you wish to speak with another Company representative, you may contact other members of management and the officers of the Company.

If you choose, you may call Westrec’s V.P., Human Resources or Chief Financial Officer at the Corporate headquarters located at 16633 Ventura Blvd., 6th Floor, Encino, CA 91436. (818) 907-0400.
HANDBOOK ACKNOWLEDGEMENT FORM

This is to acknowledge that I have received, read and will abide by the attached Westrec Company’s confidential Employee Handbook (Employee Handbook). I understand that except for the at-will employment policy, it is not a contract of employment. I understand and agree that my employment relationship with the Westrec Companies (the "Company") can be terminated at-will by me or the Company at any time, with or without cause or advance notice, unless otherwise provided in a written contract signed by the Company’s Chief Executive Officer (CEO) and me. I further understand that the Company retains its discretion to make all other decisions concerning my employment (including, for example, promotions, decisions regarding demotions, transfers, job responsibilities, increases or reductions in pay, bonuses or other compensation, or any other managerial decision) with or without cause.

I acknowledge that I am expected to read, understand, and adhere to Company policies and will familiarize myself with the material in the Employee Handbook. I understand that the Company may change, rescind or add to any policies, benefits or practices described in the Employee Handbook from time to time at its sole and absolute discretion, with or without prior notice, except for the at-will employment policy, which cannot be changed except in an express writing signed by me and the CEO.

EMPLOYEE

_____________________________________
Employee Signature

_____________________________________
Print Employee Name

Dated: ____________________________
WESTREC COMPANIES
SYSTEMS USAGE POLICY
- EMPLOYEES

The Westrec Companies (the "Company") has made significant investments in its information technology and business systems including, but not limited to computers, PDAs, Blackberry/1 mate devices, mobile phones, printers, software, telecommunications equipment, Internet gateways, copiers, postage meters, etc. (collectively, the "Systems"). These Systems are the Company's property and are integral to the Company's continued success.

The Company has established the following Systems Usage Policy - Employees (the "Policy") governing the usage of these Systems. Employees who violate this Policy are subject to disciplinary action, up to and including immediate termination of employment. The Company reserves the right to change, rescind or add to this Policy at any time with or without advance notice to, or consent from, Company employees.

This Policy applies to all Company employees.

GENERAL

All Systems are provided for Company-approved business use only. These Systems and their content, including without limitation voicemail messages, electronic messages, data and documents, graphics, HTML pages, and printed or electronic versions of all other information, are Company property. Although employees have individual passwords for accessing the Systems, these Systems belong to the Company and the contents of these Systems are accessible at all times by the Company's management for any business reason. Employees should have no expectation of privacy in the use, or the contents, of or on the Systems. In addition, the Systems are subject to unannounced inspection and should be treated like shared systems.

The Company's policies and procedures regarding employees, employee conduct, and communications and proprietary information, including those policies and procedures contained in the Confidential Employee Handbook also apply to information stored, used or communicated using the Systems. Accordingly, employees may not use the Systems to send, receive, store or display communications or files that: (a) infringe any third party intellectual property right or rights of publicity or privacy; (b) violate any federal or state law, statute, ordinance, regulation or Company policy; (c) are defamatory, threatening, insulting, abusive, are of a sexually harassing or discriminatory nature, or violent; (d) are obscene, pornographic, indecent, profane or vulgar; or (e) are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information. Since it is impossible to anticipate every possible violation, it is incumbent upon each employee to weigh his or her actions against the purposes of this Policy.

The Company needs the help of all employees to maintain security and prevent hacking and misappropriation. Employees may not share their System pass codes with anyone (including other Company employees). The Company reserves the right to override employee pass codes at its discretion. Access to System accounts by non-employees is not permitted without the approval of the CEO. Employees should not attempt to gain access to another employee's messages and data without the latter's permission unless such access is approved or ordered by the CEO.
Because electronic communications are inherently unsecure, electronic transmittal of sensitive or confidential information to third parties is not permitted without prior approval of the CEO, President or Chief Financial Officer (CFO). Only encryption software that is provided by the Company is permitted to be used unless authorized by management, and employees may not load or otherwise use any unauthorized software programs on the Systems. The transmission of the Company's or third party's intellectual property outside the United States may be subject to laws on export control, and is permitted only with prior management approval.

If the CEO, President or CFO has approved the sending of confidential information to third parties, the header on such e-mails must read: "Company Confidential - Do Not Forward or Copy." In addition, when sending electronic communications to the Company's internal or external legal counsel, the following header must also be included on each communication: "Privileged and Confidential/Attorney-Client Communications."

Employees should not use the Systems in a way that disrupts, degrades and/or hampers the Company's network performance, connectivity or the Systems. If employees are unsure whether a desired activity might infringe on network performance, they should contact the Information Technology (IT) staff with questions prior to engaging in the activity. Examples of unauthorized usage include: (a) streaming (e.g., music); (b) downloading or uploading data files that are not business-related; or (c) online gaming. The Company may limit the amount of data stored by employees on the Systems. Employees and/or the IT Department must virus-check all files such as Internet downloads and e-mail attachments before executing them, loading them onto the Systems or forwarding them.

Employees should not redistribute proprietary third party materials, particularly e-mail attachments, without prior authorization by those third parties. Articles, photos, graphics, sound files and other attachments are generally the intellectual property of the Company or some other party, in which case its redistribution can create liability for the Company. Further, employees should assume that anything downloaded from the Internet is protected by intellectual property laws, and should not be used on the Company's behalf without approval from the CEO, President, or CFO.

Employees may not bring personal systems into the Company's offices and plug into or load onto the network without prior IT Department knowledge and authorization. At its discretion, the Company may require the employee to make his or her personal system available for review by the IT Department prior to the first plug into the network and/or at other times, upon request, in order to ensure proper security and compliance with internal networking policies. Employees are informed that this process can take substantial IT staff time, and should plan accordingly.

Employees who are working with non-employees who wish to plug into the Company's network must adhere to the same IT Department review procedure for the outside system prior to the first plug into the network as discussed above. The IT inspection may include virus scanning, rouge application and utility identification, and overall system stability evaluation. Should this timeframe not work for the specific business-related situation (such as a meeting), the IT Department can provide equipment for outside users to utilize while inside the Company's premises.

Employees may not change software or install additional software, whether personal or business-related, on the core business systems, including computers provided by the Company, at any time without approval of the employee's supervisor and IT senior management prior to installation. Proper protocols for changes and additions shall be adhered to at all times by all employees to ensure compliance with internal change control procedures. Unauthorized programs discovered through
automated system scans or other methods of review, may be removed by the Company without notification to the employee.
Employees are not to patch their own machines and/or software applications using Windows Update, Office Update, or any other software update media available to them. In the event that an employee does so and causes system instability or other problems, the systems may be restored to their original configuration by the IT Department, rather than troubleshooting the problem.

Employees are strongly advised to save all business-related data on the file-server (in their confidential folder or the shared folders assigned) and not on their computer hard drives/local drives (i.e. C drives). If recovery of damaged or deleted data is required, the data on the file-server can possibly be restored from backup tapes that are maintained by the IT Department. Hard drive/local drive files are not backed up by the Company and should not be relied upon for storage. In the event of a computer crash, such files may be lost and not restored by the IT Department. The storage of personal files on the network drivers, personal or public drives, and/or database applications, is prohibited. Discovery of personal files may result in the removal and destruction of these files, and notification to the Human Resources Department.
Employees should be aware that data on the Company's systems may be discoverable by opposing parties during litigation. In addition, such data may be disclosed or distributed by the Company at any time without notice to the employee or the employee's permission. Data and documents available to any party shall be governed by the Company's Document Retention Policy.

SOFTWARE LICENSES

Employees may only use copies of software (including microcomputer software) that have been properly licensed and for which the appropriate license fee has been paid. The Company expects all employees to adhere to licensing agreements. Should unauthorized/unlicensed programs be discovered through automated system scans or other methods of review, the IT Department reserves the right to remove such programs without notification to the employee.

INTERNET USAGE

Employees are encouraged to use the Internet for legitimate business purposes associated with the Company. By providing access to the Internet, the Company hopes to improve employees' access to both internal and external information for the enhancement of the Company's business.

All Internet data that is composed, transmitted or received via the Company's Systems is considered to be part of the official records of the Company and, as such, is subject to disclosure to law enforcement or other third parties. Consequently, employees should always ensure that the information contained in Internet e-mail messages and other transmissions is accurate, appropriate, ethical and lawful.
Additionally, all Internet use by employees is subject to the same policies, procedures and guidelines that apply to activities which are not conducted online. The same level of courtesy and professional behavior expected in the workplace applies to all employee communications on the Internet.
The equipment, services and technology provided to access the Internet remain at all times the property of the Company. As such, the Company reserves the right to monitor Internet traffic, and retrieve,
distribute, disclose and read any data composed, sent or received through the Internet or stored on the Systems, with or without notice to or consent from employees.

In using the Internet, employees must also comply with all applicable laws. Laws with particular relevance to the Internet include those governing:

- The export of technology, especially encryption technology;
- The transmission of personal data;
- Copyrights;
- Trademarks;
- Harassment (including sexual harassment); and Discrimination (including sexual and racial discrimination).

In addition to those, the Company expressly prohibits:

- Using Internet access provided through the Company for personal commercial gain;
- Using Internet access provided through the Company for recreation (such as game playing or sports); Transmission of confidential information to outsiders or unauthorized Company personnel;
- Inappropriate and unprofessional behavior online such as threats, intimidation, discrimination, or harassment;
- Making any unauthorized statements (whether on-line or otherwise) about employees of the Company, the Company itself or any issue about a competitor or other organization, unless the statement has been approved by the same managers who approve all other corporate communications;
- Viewing, downloading or transmission of pornographic or other inappropriate material;
- Use of dial-in Internet access provided through the Company for non-business related activities; and
- Consumption of the Company's resources for non-business related activities.

Without any notice to employees, the Company may use software that restricts an employee's access to certain websites.

A minimum level of personal use of the Internet is permitted by employees provided that the Company's guidelines are observed, and it does not interfere with the employee's or anyone else's duties or work environment. Employees are expected to exercise reasonable care and good judgment regarding personal usage of the Internet. "Surfing" the web with no business purpose is not good judgment. Visitation of web sites which contain information or display graphics that conflict with the
Company's policies and procedures is prohibited and may lead to disciplinary action, up to and including immediate termination of employment.

Employees should also be aware that many sponsors of World Wide Web sites and other Internet services (such as online chat boards) track and record information about visitors to their services without them knowing it. Employees should assume that each World Wide Web site or other Internet service that is accessed is being tracked and recorded by a third-party, and that such accesses may be construed as visits or accesses by the Company.

Employees who establish World Wide Web sites or other personal online sites or services may not link or otherwise associate such sites or services with the Company in any way, including through explicit statements or through World Wide Web links to any Company Web sites or services.

E-MAIL

The Company maintains an electronic mail system. This system is provided by the Company to assist in the conduct of business within and outside the Company.

E-mail messages are Company records. The Company reserves the right to review, audit, intercept, access, copy and disclose all messages created, received or sent over the electronic mail system for any purpose. Therefore, employees should be aware that e-mail messages are not private and confidential.

Even when a message is erased, it may be possible to retrieve and read that message. Further, the use of passwords in the electronic mail system for security does not guarantee confidentiality.

Notwithstanding the Company's right to retrieve and read any electronic mail messages, such messages should be treated as confidential by employees and accessed only by the intended recipient. Employees are not authorized to retrieve or read any e-mail messages that are not sent to them. Any exception to this policy must receive prior approval by an authorized member of management.

The electronic mail system may not be used to solicit commercial ventures, religious or political causes, or outside organizations or for the purpose of other non-job-related solicitations. It also may not be used to create, send or receive any offensive or disruptive messages. Among those which are considered offensive are any messages which contain sexual implications, racial slurs, or any other comment that offensively addresses someone's age, gender, sexual orientation, religious or political beliefs, national origin, disability or any other protected classification.

Similar to telephone and Internet usage, a reasonable level of personal usage of the Company's electronic mail system is acceptable, provided the Company's guidelines are observed and such use is not disruptive and does not interfere with work performance or the work environment.

The electronic mail system shall not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary information, financial information or similar material without prior authorization of the Chief Executive Officer.

Once an e-mail is sent, it cannot be retrieved. There is no effective ability to control who sees it and further, e-mails are often forwarded to people not anticipated to receive them. Employees are advised to check e-mail headers to confirm the identity of the recipients before sending e-mails.
E-mail sent from the Company's electronic mail system contains the Company's domain name (i.e. westrec.com) and may be interpreted by third parties as official corporate communications or legally-binding statements. The Company's e-mail system cannot be used to make any statements or take any action which might be interpreted as a press release or public statement of the Company without the approval of the CEO.

THE COMPANY'S RIGHT TO MONITOR

All information recorded, stored, or transmitted on the Company's Systems belongs solely to the Company. The Company reserves the right to review, audit, intercept, access, copy, delete, remove, distribute and disclose all information created, received or sent over the Company's Systems for any purpose, at any time, with or without the employee's consent or knowledge. Therefore, all employees should be aware that information recorded, stored or transmitted on the Company's Systems is not private or confidential.
SYSTEM USAGE POLICY ACKNOWLEDGEMENT

This is to acknowledge that I have received, read and understand the attached The Westrec Companies (the “Company”) System Usage Policy – Employees (the “Policy”). I agree to abide by the Policy as a condition of my employment. I understand that the Company may change, rescind or add to this Policy, from time to time at its sole and absolute discretion, with or without prior notice to me.

EMPLOYEE

_________________________
Employee Signature

_________________________
Print Employee Name

Dated: ____________________
APPENDIX D: SAFETY EQUIPMENT

The following equipment/gear will be provided as appropriate:

- Protective gear bag
- Rubber boots
- Gloves (work, liners and/or rubber)
- Hard hat
- Ear plugs or ear muffs for hard hat
- Back brace
- Knee pads
- Welding equipment: leathers, gloves, glasses or face shield S
- safety glasses
- Life Jackets
- Dust mask: welding or regular
- Respirators, as appropriate
- Latex gloves
- First aid kits at all locations
- MSDS sheets

Subject to annual review by the Labor-Management Safety Committee.
APPENDIX E: JOB DESCRIPTIONS-NEEDS TO BE INCLUDED FOR ALL CLASSIFICATIONS
WESTREC COMPANIES
EXHIBIT F - CBA

POLICY AND PROCEDURES FOR ALCOHOL & DRUG TESTING CPD

THE MANUFACTURE, DISTRIBUTION, DISPENSATION, POSSESSION, SALE OR USE OF ALCOHOL, CONTROLLED SUBSTANCES OR ILLEGAL DRUGS IN THE WORK PLACE, IN COMPANY VEHICLES, OR WHILE ON DUTY, IS PROHIBITED.

Westrec Companies must have a drug and alcohol free environment in order to protect the health and safety of the public and employees. Therefore, it is a Company policy requirement that its employees not report to work under the influence of alcohol or controlled substances, possess or utilize such substances while they are subject to work, or have their ability to work impaired as a result of the use of alcohol or controlled substances either on or off duty.

STATEMENT OF POLICY

Employees employed by Westrec Companies are prohibited from:

1. Manufacturing, distributing, dispensing, selling, possessing, or using alcohol or a controlled substance or illegal drug on Company property, in Company vehicles, or while off the premises performing work for the Company; or

2. Reporting for work or performing work under the influence of alcohol or a controlled substance or illegal drug; or

3. Using Company property or one's position to facilitate the manufacture, distribution, sale dispensation, possession or use of a controlled substance, alcohol or illegal drug.

SCOPE

Drug & Alcohol Testing is divided into the following areas:

a. Pre-Hire
b. Post-accident Testing
c. Testing for Reasonable Suspicion
d. Return-to-duty and Follow-Up Testing
e. Test results
f. Testing after Lay-Off
g. Disciplinary Action
h. Inspections and Searches

DEFINITIONS

Drug Testing means the scientific analysis of urine, blood, breath, saliva, hair, tissue, and other specimens of the human body for the purpose of detecting a drug or alcohol.

PROCEDURES
A. Pre-Hire Testing

All applicants with conditional job offers must submit to and pass a drug and alcohol test prior to start date. Individuals with a negative test result will be notified and given a formal start date. Individuals with a positive test result will be advised.

B. Post-Accident Testing

Post-accident drug and alcohol testing on the employee must be completed as soon as practical following an accident where:

1. A life was lost.

2. There is an accident where any individual is injured and requires medical attention.

3. There is an accident involving damage of material and/or equipment. Special consideration shall be given to whether the accident occurred through no fault of the employee or the employee appeared to be at fault in whole or part.

Post-accident alcohol testing should be done within two (2) hours of the accident. If testing cannot be done within this time limit, the employer must maintain a file that explains why the testing was not done. If the test is not done within eight (8) hours of the accident, it should not be done. A file explaining this decision must also be kept.

Post-accident drug testing should be done within thirty-two (32) hours of the accident. If testing cannot be done within this time limit, the employer must maintain a file that explains why the testing wasn’t done.

Post-accident testing will be done by a licensed medical clinic and/or hospital.

Employees must submit to post-accident testing. If an employee refuses to be tested, he or she cannot continue on the job. A refusal to test will be treated as if the employee had tested positive.

C. Testing for Reasonable Suspicion

Reasonable suspicion testing for drugs and alcohol must be based upon:

1. Specific, clearly stated observations concerning the appearance, behavior, speech or body odors of the employee detected by a supervisor.

2. Observations made just before, during or just after work.

3. The supervisor will, whenever possible, request that a witness observe the questionable behavior.

Documentation of the grounds to require drug testing for reasonable suspicion must be made and signed by the Supervisor within 24 hours of the observed behavior.

Reasonable suspicion testing will be done by a licensed medical clinic and/or hospital.
Alcohol testing for reasonable suspicion must be done within two (2) hours of the observations. Testing that cannot be done within eight (8) hours should not be done. An employee cannot return to work until his/her alcohol concentration is less than 0.02 or that 24 hours have passed.

D. Return-to-duty and Follow-up Testing

1. A return-to-duty alcohol test is required for those who violated the alcohol prohibitions of this policy and are returning to work. A test result of less than 0.02 is required. Follow-up testing is required for those who return to work. This testing will be done during working hours.

A minimum of four (4) unannounced tests are required the first year back on the job. Follow-up testing cannot exceed one (1) year from the date of the employee’s return-to-duty.

2. A return-to-duty drug test is required for those who violated the drug prohibitions of this policy and are returning to work. A negative test result is required. This testing will be done during working hours.

Follow-up testing is required for those who return to work. A minimum of four (4) unannounced tests are required the first year back on the job. Follow-up testing cannot exceed one (1) year from the date of the employee's return-to-duty.

3. A return-to-duty drug and alcohol test is required for those Employees returning to work following an 1) Accident or 2) Worker’s Compensation injury/illness. A negative test result is required. This testing will be done during working hours.

E. Test Results

The initial and confirmatory test levels are fully set forth in Exhibit "A."

Drugs

1. In a split sample test, if the primary test sample is positive, the MRO notifies the employee to report the positive test results and to determine if there is a medical reason for the drug use. If the employee can document why the drug is being taken and if the MRO finds it is a legitimate medical use, the test may be reported as negative to the employer.

2. The employee then has 72 hours to request a test of the split specimen, (a) If the employee makes this request, the MRO directs the lab, in writing, to send the split specimen to another DHHS-certified lab for the confirmation testing, (b) If the employee has not contacted the MRO within 72 hours, but provides documentation that the MRO finds to be a legitimate explanation for failing to make contact, the MRO can order an analysis of the split specimen.

3. If the analysis of the split sample or the re-analysis of the single sample does not confirm the presence of a drug, the MRO cancels the test and reports this to the employer and the employee.
4. All drug testing results are interpreted by the MRO. After this review, the results are given to the employer by any means of communication. Within three (3) days of the review, however, the MRO must provide the employer with a signed, written notification of the test results.

5. The employee has a right, on request, to obtain written test results.

6. The employee has a right, on request, to explain in a confidential setting, a positive test result.

**Alcohol**

1. Screening test is done first. If the reading is 0.02 or over a confirmation test must be done using EBT (Evidential Breath Testing) device that prints out the results, date and time of the test. If the screening and confirmation test results are not the same, the confirmation test result is used as the final result.

2. The technician administering the test (referred to as "BAT") must show the employee the test result as shown on the EBT device. Both the BAT and the employee sign and date the test form.

3. For all types of alcohol breath testing, the regulations call for the use of an EBT device as approved by the National Highway Safety Administration and the approved Breath Alcohol Testing Form. All alcohol testing must be done by a BAT who has been trained and certified in the use of the EBT device and the testing procedure.

**F. Testing After Lay-off or Leave of Absence**

Any employee who has been called back to work from a lay-off of more than thirty (30) days or has returned to work from a leave of absences of more than thirty (30) days may be required to submit to a drug and alcohol test.

**G. Disciplinary Action**

For Reasonable Suspicion or Return-to-Duty and Follow-up the employee will not be scheduled to work until the test results are complete and both employee and the company have been advised of said results in writing.

Employees being tested under the post-accident policy (no Reasonable Suspicion) will immediately be returned to duty if physically able. An employee who is sent out for testing, whether it is Reasonable Suspicion, or Random, will be compensated at their regular rate of pay from the time they are sent out for such testing up to and including the day and time the actual results are made available by the MRO.

The employer will pay reasonable transportation costs to current employees if the required tests are conducted at a location other than the employee’s normal work site. If the test result is positive and/or
inconclusive and requires further confirmatory tests the employee will be suspended without pay pending the outcome of the confirmatory test.

An employee who tests positive on a confirmatory test (Post Accident, Reasonable Suspicion, Random) who does not timely and successfully refute the test results by explanation or retesting will be required to participate in a drug or alcohol counseling, rehabilitation, or treatment program, whichever is more appropriate, as determined jointly by the employee and the Company after consideration of a chemical dependency evaluation and consultation with appropriate health professionals.

The cost of any such program and the time off to participate in any program will be the responsibility of the employee. Failing to provide proof of enrollment and/or continued participation in such a program will result in immediate termination. The first time failing employees who are otherwise eligible will sign an Employee Rehabilitation Agreement (Exhibit B of this policy); should he/she refuse they will be subjected to emergency suspension pending discharge. In addition, the first time failing employees may be subject to discipline, transfer or other personnel action.

An employee who tests positive on a confirmatory test for the 2nd time within 3 years from the date of the first time the employee failed a drug and or alcohol test will sign another Employee Rehabilitation Agreement and should they refuse they will be suspended pending discharge.

Only employees who have successfully completed 12 months of employment will be considered for a rehabilitation/treatment program requiring leaves of absences.

Refusal to take a required drug or alcohol test, or attempting to adulterate, dilute, or contaminate a urine specimen, will result in disciplinary action up to and including termination.

An employee returning to work post rehabilitation following either a positive drug/alcohol test (Post Accident, Reasonable Suspicion) will be subject to random drug/alcohol testing for a period of nine (9) months following the completion of such a program. An employee who subsequently tests positive for drug/alcohol may be subject to disciplinary action up to and including termination.

An employee who has voluntarily checked him/herself into a drug or alcohol counseling, rehabilitation, and/or treatment program (whichever is more appropriate) on more than two occasions will be subject to a random drug/alcohol testing for a period of no more than nine (9) months upon their return from leave. An individual who subsequently tests positive for drugs/alcohol during this period may be subject to disciplinary action up to and including termination.

When an employee intentionally returns from leave following an absence for drug or alcohol counseling, rehabilitation and/or treatment program they must show proof of sobriety and also submit a negative test result prior to their first day of re-entry into the work force.

H. Inspections and Searches

1. Westrec may conduct unannounced general inspections and searches for drugs or open containers of alcohol on Westrec premises or in Westrec vehicles or equipment wherever located. Employee cooperation is mandatory.
2. Illegal drugs, drugs believed to be illegal, and drug paraphernalia found on Westrec property will be turned over to the appropriate law enforcement agency and the full cooperation given to any subsequent investigation. Substances that cannot be identified as an illegal drug by a layman's examination will be turned over to a forensic laboratory for scientific analysis.

3. Other forms of contraband, such as firearms, explosives, and lethal weapons, will be subject to seizure during an inspection or search. An employee who is found to possess contraband on Westrec property or while on Westrec business will be subject to disciplinary action up to and including discharge.

4. If an employee is the subject of a drug-related investigation by Westrec or by a law enforcement agency, the employee may be suspended without pay pending completion of the investigation.

CONFIDENTIALITY REQUIREMENTS

All drug and alcohol test-related information maintained in connection with the Drug and Alcohol Policy is considered confidential. Those personnel having legitimate access to this information are required to restrict conversations to only those on a minimum need-to-know basis, but must otherwise maintain total confidentiality of test results and violations.

Consent of Employee

Each employee will be supplied with a copy of this policy and will execute a document acknowledging receipt of this policy.
EXHIBIT A
INITIAL/CONFIRMATORY TEST LEVELS (ng/ml)

Detection levels for controlled substances will be based on the levels established by the governing Federal Authorities using the Department of Health and Human Services guidelines.

<table>
<thead>
<tr>
<th>Drug</th>
<th>Nanograms per Milliliter (ng/ml)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marijuana metabolite</td>
<td>50</td>
</tr>
<tr>
<td>Cocaine metabolite</td>
<td>150</td>
</tr>
<tr>
<td>Opiate metabolites</td>
<td>2000</td>
</tr>
<tr>
<td>Phencyclidine (PCP)</td>
<td>25</td>
</tr>
<tr>
<td>Amphetamines</td>
<td>500</td>
</tr>
<tr>
<td>Barbiturates</td>
<td>300</td>
</tr>
<tr>
<td>Propoxyphene</td>
<td>300</td>
</tr>
<tr>
<td>Benzodiazepines</td>
<td>300</td>
</tr>
<tr>
<td>Alcohol</td>
<td>.02</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Drug</th>
<th>Nanograms per Milliliter (ng/ml)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marijuana metabolite</td>
<td>15</td>
</tr>
<tr>
<td>Cocaine metabolite</td>
<td>100</td>
</tr>
<tr>
<td>Opiate metabolites</td>
<td>2000</td>
</tr>
<tr>
<td>Phencyclidine (PCP)</td>
<td>25</td>
</tr>
<tr>
<td>Amphetamines</td>
<td>250</td>
</tr>
<tr>
<td>Barbiturates</td>
<td>300</td>
</tr>
<tr>
<td>Propoxyphene</td>
<td>300</td>
</tr>
<tr>
<td>Benzodiazepines</td>
<td>300</td>
</tr>
<tr>
<td>Alcohol</td>
<td>.02</td>
</tr>
</tbody>
</table>
EXHIBIT B
EMPLOYEE REHABILITATION AGREEMENT

I, _______________________, understand that Westrec Company has agreed to continue my Employment provided that I meet and satisfy each of the following conditions:

1. Only employees who have successfully completed 12 months of employment will be considered for a rehabilitation/treatment program requiring leaves of absences.

2. I will immediately enroll in and successfully complete the rehabilitation program, including any follow-up program(s) recommended by the rehabilitation counselor and approved by the Company.

3. If my treatment includes in-patient treatment, I will report for an appropriate work assignment on completion of the in-patient program, and released to return to work by my counselor or other appropriate health professionals.

4. I will cooperate with the designated Company representative in disclosing information concerning my progress in and completion of the required rehabilitation program follow-up treatments.

5. I will abstain from the use of any illegal substances and will not report to work while under the influence of alcohol or illegal drugs.

6. I will comply with and submit to all random follow-up drug and/or alcohol testing at the discretion of the Company in conjunction with and as a part of my rehabilitation program designed by my counselor or other appropriate health care professional. Such tests will be during working hours.

I understand and agree that if I fail to satisfy any of the conditions listed above, I may be subject to discharge. I understand this agreement is not a guarantee of employment and that I may be subject to discharge for any reason (including but not limited to poor work performance, absenteeism, and conduct rule violation) notwithstanding my compliance with this Agreement.

I have read and understand the conditions of this Agreement and accept them voluntarily as a constructive part of recovery. I also acknowledge that these conditions are being provided to me as an alternative to the termination of my employment.

_________________________________  ____________________________
Employee Name – Print                     Date

_________________________________  ____________________________
Employee Name – Signature                  Date

_________________________________  ____________________________
Supervisor Name                             Date

_________________________________  ____________________________
Supervisor Signature                        Date
EXHIBIT C
EMPLOYEE CONSENT AND RELEASE

I, ___________________________ hereby acknowledge receipt of a copy of Westrec Companies Policy and Procedures for Alcohol and Drug Testing. I give my consent to, and authorize the Company's designated facility to perform specimen collection and testing, as provided for in the Policy, necessary to determine the presence and/or level of drugs or alcohol in my body when so requested by the company in accordance with the Policy and Procedures for Alcohol and Drug Testing.

I further authorize the facility conducting the drug test to release to the Medical Review Officer (MRO) used by the company the test results and other information relating to the administration of the drug testing program. I authorize the Medical Review Officer to release to the company the fact that I submitted to a drug and alcohol test, the date and the location of the test, the identity of the person or entity performing the test, and whether the test is positive or negative.

I realize that my refusal to sign this form constitutes insubordination and a violation of the Policy and Procedures for Alcohol and Drug Testing and for such refusal I may be subject to disciplinary action up to and including termination.

Prior to signing, should employees have any questions concerning this Consent and Release Form, they should address the questions to their manager.

A copy of this consent form shall be valid as original.

_________________________________________  ________________
Employee Name – Print  Date

_________________________________________  ________________
Employee Name – Signature  Date

_________________________________________  ________________
Supervisor Name  Date

_________________________________________  ________________
Supervisor Signature  Date
EXHIBIT D

DRUG TEST PROCEDURES TENDER CAPTAINS DOT REQUIREMENTS

The Company is concerned about employees being under the influence of alcohol and/or drugs at work and the use of such substances in the work environment. The Company is also concerned about the possession, distribution, purchase or sale of illegal drugs and controlled substances in the work environment.

These activities may adversely affect an employee's work performance, efficiency, safety and health, and therefore seriously impair his/her value as an employee. In addition, they constitute a potential danger to the welfare and safety of others. Therefore, the Company has implemented and supports the following Substance Abuse Program.

The Department of Transportation (DOT) requires, and the Coast Guard has established, minimum drug and alcohol testing requirements for the Merchant Marine Industry, as outlined in Title 49, Code of Federal Regulations (CFR), and Part 40. These requirements are applicable to crewmembers, which mean an individual who is:

a) On board a vessel acting under the authority of a license, Certificate of Registry (COR), or Merchant Mariners' Document (MMD) issued under this subchapter, whether or not the individual is a member of the vessel's crew; or

b) Engaged or employed on board a vessel in the United States that is required by law or regulation to engage, employ, or be operated by an individual holding a license, certificate, of registry.

Currently the employment of classifications of Tender Drivers falls under this safety sensitive requirement. These employees will hereafter be designated as "crewmembers" and as such will be subject to all regulatory controls as defined under 49 CFR, Part 40.

PROHIBITED CONDUCT

1. Reporting to work or returning to duty following breaks or meal periods, or while on Company premises, using, consuming, or working under the influence of alcoholic beverages, illegal drugs, or controlled substances regardless of when or where the alcohol and illegal drugs and controlled substances consumed. Employees who engage in prohibited conduct are subject to immediate disciplinary action, up to and including, termination.

   *Safety sensitive employees are prohibited, by law, from using alcohol within four hours before performing a covered function, or from reporting for duty or remaining on duty in a safety sensitive position while having an alcohol concentration of 0.02 percent or greater.*

2. Any employee who, while on Company premises, sells, distributes, possesses, offers for sale or distribution any illegal drugs or controlled substances will be subject to immediate disciplinary action up to and including discharge.
3. Refusing to submit to alcohol and/or drug testing when based upon reasonable suspicion shall be treated as a positive test and that person shall be considered medically "unqualified" to perform in safety sensitive positions.

4. Performance in safety sensitive functions for eight hours after an accident or until tested.

**DRUGS THAT ARE TESTED FOR**

All urine specimens are analyzed for the following drugs:

1. Marijuana (THC metabolite)
2. Cocaine metabolite
3. Amphetamines
4. Opiates metabolites (including Heroin)
5. Phencyclidine (PCP)

**RESPONSIBILITIES OF THE EMPLOYEE**

Employees must provide a urine sample for drug testing and a blood or breathe sample for alcohol testing when directed by their marine supervisor/employer.

**OCCASIONS FOR DRUG AND ALCOHOL TESTING**

**Pre-employment:** A crewmember must pass a drug test before the Company may employ him or her or give a commitment of employment. The prospective employee must pass the test before being employed, not merely take the test.

A prospective employee need not be tested if that person has proof that, within the previous six months, he or she passed any Coast Guard required drug test, or has during the previous six months been subject to Coast Guard required random testing for at least 60 days and has not failed or refused a test. The employer is not required to exempt prospective employees from pre-employment testing.

**Reasonable Cause:** The Company shall require any crewmember that is reasonably suspected of using a dangerous drug to be chemically tested for dangerous drugs.

When the Company determines that reasonable cause to require a test exists, the individual will be informed of that fact and directed to test as soon as practicable. An entry concerning the basis of reasonable cause, the direction to test given the crewmember and any refusal or other response will be noted.

1) The decision to test will be based on a reasonable and articulated belief that the individual has used a dangerous drug based on direct observation of specific, contemporaneous physical, behavioral or performance indicators of probable use. Where practicable, this belief will be based on the observation of the individual by two persons in supervisory positions.

2) There must be some physical, behavioral, or performance indications of use or intoxication. Indicators include, but are not limited to, an individual’s speech, behavior or appearance. Drugs and drug paraphernalia in clothing and personal property, or concealed in vessels or elsewhere, may also prove reasonable cause since these two are physical indictors. Smoke, breath and body odors may provide evidence. Slurred and incoherent speech, lack of coordination and
balance, nodding and dozing off on watch, inability to report for duty, frequent or extended unexplained absences from assigned duties, sudden and extreme changes of mood or attitude and many other observable variables are examples of some conditions which could constitute a reasonable cause.

**Post-Accident:**

When a marine casualty, discharge of oil, or release of a hazardous substance occurs, the Company will make a timely, good faith determination as to whether the occurrence is or is likely to become a serious marine incident. The Company will ensure that all persons directly involved in a marine accident are chemically tested for evidence of dangerous drugs and alcohol in accordance with the requirements of 46 CFR 406. A.

**Random:**

The Company will select crewmembers for chemical testing of dangerous drugs on a random, unannounced basis. Random selection of individual crewmembers means that every member of a given population has a substantially equal chance of selection on a scientifically valid basis. The testing frequency and selection process shall be such that an employee's chance of selection continues to exist throughout his or her employment. The total number of random tests will equal at least 50% of all the safety sensitive employees. Some employees may be tested more than once each year; some may not be tested at all depending on the random selection.

**Periodic:**

Whenever a person is required to have a physical examination under Coast Guard regulations, a drug test must be included. The results of those tests must be submitted to the Coast Guard for issuance or renewal of license and Merchant Mariner's Documents.

Periodic tests are the responsibility of the individual mariner, not the marine employer.

**EDUCATION**

Employees in qualified categories will attend meetings of approximately one (1) hour concerning alcohol/substance abuse and the Company's policy on a drug-free workplace. Supervisors and managers will receive a minimum of one (1) hours of training in dealing with substance abuse problems.

The Drug and Alcohol Policy will be posted on all bulletin boards where practicable.

**EMPLOYEE ASSISTANCE PROGRAM**

Substance abuse (alcohol and drug) should be considered a medical problem. When substance abuse affects an employee's work performance and/or attendance, the employee is considered to have an abuse problem. The employee will be encouraged to immediately seek adequate medical or professional assistance. Information on substance abuse and the resources that are available will be included in each information packet.

The Company encourages any employee with an alcohol or drug problem to ask for help. Every effort will be made to ensure that all employees' substance abuse problems will be discussed in private and
actions taken will not be made known to anyone other than those directly involved in taking the action or who are required to be involved in the disciplinary procedure.

**HOW IS DRUG TESTING DONE**

The employee provides a urine specimen in a location that affords privacy. The "collector" seals and labels the specimen then completes a chain of custody document and prepares the specimen and accompanying paperwork for shipment to a drug testing laboratory. The specimen collection procedures and chain of custody ensure that the specimen's security, property identification and integrity are not compromised. Suspected alcohol use will be analyzed by an evidentiary breath testing device (EBT).

Individuals covered by this plan will be referred to the Company's designated Medical Review Officer (MRO) and ensures specimens are analyzed by qualified Department of Health and Human Services (DHHS) laboratories.

If the analysis of the primary specimen confirms the presence of illegal, controlled substances, the employee has 72 hours to request that the original sample be retested. It is important to note that only the MRO can order a retest of the original sample. The cost of this must be absorbed by the person being tested.

Verified positive tests, refusals, and verified adulterated, diluted or substituted specimen cases will be reported to the U.S. Coast Guard.

"If an individual holding a license or certificate of registry or Merchant Mariners Documents fails a chemical test for dangerous drugs, the individual’s employer or perspective employer shall report the test results to the nearest Coast Guard Office in charge of Marine Inspections. The individual shall be denied employment as a crewmember or removed from duties, which directly affect the safe operation of the vessel as soon as practical and can expect revocation of their Coast Guard license, while those individuals testing positive for alcohol abuse may be either suspended or revoked. Civil penalties up to $1,000 can be levied for intoxication (blood alcohol level greater than .04) while on board a commercial vessel (46-CRF Part-5)"

**Management Information System**

By March 15th of each year, the collection of the data will be submitted by Human Resources at Westrec Marinas to Commandant at 2100 Second Street SW, Washington, DC, 20593-0001