Ramona Swim Team Employee Handbook



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**Section 1. Introduction**

* 1. **Purpose of this Handbook**

The purpose of this handbook is to familiarize you – the employee – with the policies, rules, and other key aspects of the Ramona Swim team (the “Company”). The information in this handbook supersedes all rules and policies that may previously have been expressed or implied, in both written and oral format. Compliance with this handbook is compulsory for all employees. The Company reserves the right to interpret this handbook’s content as it sees fit, and to deviate from policy when it deems necessary.

* 1. **Changes of Policy**

Ramona Swim Team reserve the right to change this handbook’s content, at any time and at our sole discretion. Its provisions may not be altered by any other means, oral or written. You will receive electronic, written notice of any changes we make to the employee handbook and are responsible for understanding and complying with all up-to-date policies. If you are confused about any information defined herein, please contact the Human Resources manager.

* 1. **Employment Forms and Certification**

All new employees are required to complete and submit the following forms. All forms can be found on the team website. All others have been or will be provided separately.

* *At-Will Employment Contract and Acknowledgement of Receipt of Employee Handbook\**
* *Employment Eligibility Form I-9*
* On the day of hire, each new employee is legally obligated to complete the Employment Eligibility Verification Form I-9 and submit documents establishing identity and eligibility within the next three business days. The same policy applies to re-hired employees whose I-9’s are over three years old or otherwise invalid.
* *Application*
* *Signed Contract*
* *W-4*
* *CA Employee’s Withholding 590*
* *ADP Information Sheet*
* *CA Wage Theft Prevention Notice*
* *Work Permit (if applicable)*

All employees are required to complete certification prior to hire as outlined on the team website. Links to all required certification are on the website. The team will pay for renewal of all certifications and all training after initial hire.

**Section 2. Terms & Definitions**

Ramona Swim Team typically employs less than 20 employees regular and temporary employees on an “at- will” basis. This section defines the terms of “at-will” employment, as well as the different types of employees we hire.

**2.1 Definition of “At-Will” Employment**

The job of an “at-will” employee is not guaranteed. It may be ended, at any time and with or without notice, by the employee or, for lawful reason, by the Company. The Company also reserves the right to alter an “at-will” employee’s benefits, pay rate, and assignments as it sees fit. The “at-will” terms of an employee’s employment may only be changed by the Head Coach (or the board in the case of the Head Coach).

**2.2 Types of Worker**

This section distinguishes between the different types of workers the Company employs. Employee status is established at the time of hire and may only be altered via a written statement signed by the Company.

*Exempt vs. Non-Exempt*

The majority of employees are non-exempt, meaning they are entitled by law to at least minimum wage and premium pay for overtime. Exempt employees are not subject to these laws. Exempt status is defined by particular standards set by state law and the Federal Labor Standards Act (FLSA). This class of employee is usually an executive, an administrator, or a highly paid specialist such as a programmer.

*Regular vs. Temporary*

Regular employees work a regular schedule, either on a full-time or part-time basis. To be considered full-time, an employee must work at least 30 hours per week. A temporary employee is a person we hire for a short period (usually 3 months at maximum) to assist with a project or remedy a staff shortage. A temporary employee is also employed on an “at-will” basis (defined above).

*Independent Contractors and Consultants*

Independent contractors and consultants are not Company employees, but rather self-employed professionals whom we hire for specific projects. Unlike employees, they do not operate under Company direction and control their own methods, materials, and schedules. They are not eligible for Company benefits.

**Section 3. Payroll**

**3.1 Payment Schedule**

Employees are paid twice a month, generally on every other Friday. In cases where the regular payday falls on a holiday, Employees will receive payment on the last business day before said holiday.

**3.2 Wages**

Wages vary from employee to employee and are based on level of skill and experience. The Company conducts regular evaluations of all employees and issues promotions as it sees fit. Employees who feel entitled to higher pay may contact the Head Coach to discuss.

In addition to regular pay, employees may have the option of earning overtime pay.

*Overtime*

A non-exempt employee may work overtime on the terms defined by California law *pending prior authorization by his or her manager*.

**3.3 Deductions and Garnishment**

Federal and state law requires that we deduct the following from every paycheck:

* Social Security
* Income tax (federal and state)
* Medicare
* State Disability Insurance and Family Temporary Disability Insurance
* Other deduction required by law or requested by the employee

A Wage and Tax Statement (W-2) recording the previous year’s wages and deductions will be provided at the beginning of each calendar year.

If at any time you wish to adjust your income tax withholding, please fill out the designated form and submit it to Accounting.

*Wage Garnishment*

Sometimes, the Company receives legal papers that compel us to garnish an employee’s paycheck – that is, to submit a portion of said paycheck in payment of an outstanding debt of the Employee. By law, we must abide by this either until ordered otherwise by the court or until the debt is repaid in full from withheld payments.

**Section 4. Rights and Policies**

The following section summarizes your legal rights as an employee of Ramona Swim Team. Questions about any policy detailed in this section may be addressed with a Human Resources representative.

**4.1 Equal Opportunity Employment Policy**

The Company provides equal employment opportunities to all applicants, without regard to unlawful considerations of or discrimination against race, religion, creed, color, nationality, sex, sexual orientation, gender identity, age, ancestry, physical or mental disability, medical condition or characteristics, marital status, or any other classification prohibited by applicable local, state, or federal laws. This policy is applicable to hiring, promotion, and termination; compensation; schedules and job assignments; discipline; training; working conditions; and all other aspects of employment. As an employee, you are expected to honor this policy and to take an active role in keeping harassment and discrimination out of the workplace.

**4.2 Accommodation for Disabled Employees**

We are happy to work with otherwise qualified disabled employees in order to accommodate limitations in accordance with the Americans with Disabilities Act (ADA). It is up to the employee to approach his or her supervisor with this request, and to provide medical proof of his or her needs upon the Company’s request.

We are also happy to accommodate employees diagnosed with life-threatening illnesses. Such employees are welcome to maintain a normal work schedule if they so desire, provided that we receive medical papers proving their working cannot harm themselves or others and their work remains at acceptable standards.

**4.3 Employment of Minors**

Our policy on employment of minors adheres to all FSLA standards, including the following:

* Minimum employment age (14 for non-agricultural work)
* Maximum weekly hours for employees under 16
* Minimum hazardous job employment age (18)
* Sub-minimum wage standards for students, apprentices, disabled employees, and employees under the age of 20

**4.4 Employment of Relatives**

The employment of relatives can prove problematic, particularly in situations where relatives share a department or a hierarchical relationship. The Company will not hire relatives to work in any potentially disruptive situation. An employee must inform us if he or she becomes a co-worker’s relative. If at any time we perceive the situation to be dysfunctional, we may have to reassign or ask for one relative’s resignation in order to remedy the situation.

**4.5 Religion and Politics**

Ramona Swim Team is respectful of all employees’ religious affiliations and political views. We ask that, if you choose to participate in a political action, you do not associate the Company in any way.

We are happy to work with employees to accommodate political and religious obligations, provided accommodations are requested from a manager in advance.

**4.6 Private Information**

Employee information is considered to be private and only accessed on a need-to-know basis. Your healthcare information is completely confidential unless you choose to share it. In some cases, employees and management may receive guidelines ensuring adherence to the Health Insurance Portability and Accountability Act (HIPAA).

Personnel files and payroll records are confidential and may only be accessed for legitimate reason. If you wish to view your files, you must set up an appointment in advance with Human Resources. A Company-appointed record keeper must be present during the viewing. You may only make photocopies of documents bearing your signature, and written authorization is needed to remove a file from Company premises. You may not alter your files, although you may add comments to items of dispute.

Certain information, such as dates of employment and rehiring eligibility, are available by request only. We will not release information regarding your compensation without your written permission.

**4.7 Leaves of Absence**

Employees requiring time off from work may apply for a leave of absence. All leaves must be approved by management. For planned leaves, employees must submit requests at least 14 days in advance. Emergency leaves must be requested as soon as possible. Accepting/performing another job or applying for unemployment benefits during leave will be considered voluntary resignation.

We consider all requests in terms of the effect on the Company and reserve the right to approve or deny requests at will, except when otherwise directed by law. Any request for a leave of absence must be supported in a timely manner by a certification from the employee’s health care provider. Extension of leave must be requested and approved before the current leave ends. No employee is guaranteed reinstatement upon returning from leave, unless the law states otherwise. However, the Company will try to reinstate each returning employee in his or her old position, or one that is comparable.

Below are the 3 main types of leave that Ramona Swim Team offers employees. Some, but not all, are governed by law.

*Work-Related Sickness and Injury -* Employees eligible for Workers’ Compensation rendered unable to work because of work-related injury or illness will receive an unpaid leave for the period required. For eligible employees, the first 12 weeks will be treated concurrently as a family and medical leave under the Family and Medical Leave Act.

*Maternity -* An employee disabled on account of pregnancy, childbirth, or a related medical condition may request an unpaid leave of absence of up to 4 months. Time off may be requested for prenatal care, severe morning sickness, doctor-ordered bedrest, and recovery from childbirth.

*Election Days -* Provided an employee’s schedule does not allow time for voting outside of work, and that he or she is a registered voter, he or she may take up to 2 hours, with pay, at the beginning or end of a workday to vote in local, state, or national elections.

**4.8 Sick Leave**

Sick Leave: Accrues at the rate of 1 hour of paid leave for every 30 hours worked after the initial 90 days of employment. Amount taken can is limited to (24 hours or 3 days) per year.  Accrued time must be carried over to the following year but is capped at (48 hours or 6 days).

**Section 5. Employment Benefits**

**5.1 Unemployment Insurance**

Employees rendered unemployed through no fault of their own or due to circumstances described by law, receive unemployment insurance. State agencies administer this insurance and determine benefit eligibility, amount (if any), and duration.

**5.2 Workers’ Compensation**

Workers’ Compensation laws compensate for accidental injuries, death, and occupational disabilities suffered in the course of employment. Ramona Swim Team provides Workers’ Compensation Insurance for all employees. Generally, this includes lost wages, disability payments, and hospital, medical and surgical expenses (paid directly to hospital/physician) and assistance in injured employees returning to suitable employment.

**5.3 Social Security Benefits (FICA)**

Both employees and the Company contribute funds to the federal Social Security Program, which provides retirees with benefit payments and medical coverage.

**5.4 Travel Expenses**

Employees will be given a $100 per diem for every session they work at a swim meet to cover travel, food and other expenses incurred at the swim meet.

Employees that travel to meets that require overnight stay will be reimbursed for hotel, car and gas as approved by the BOD. They will receive a per diem approved by the BOD.

**Section 6. Rules of Conduct.**

**6.1 On the Job**

*Reporting for Work*

Employees are expected to begin and end each shift at the time and on the day appointed. You must inform your supervisor *before* the start of the workday if you will be absent or late, and obtain his or her permission to leave early. Absences and late arrivals will be recorded. Should your absences or tardiness exceed a reasonable limit, you will be subject to disciplinary action and possible termination. Failing to call one’s supervisor or report to work for consecutive workdays will be considered voluntary resignation, and result in removal from payroll.

*Staying Safe*

Safety in the workplace is the Company’s number one priority. You must inform your supervisor in the event of unsafe conditions, accident or injury, and use safe working methods at all times.

*Meals and Breaks*

Unless defined otherwise by California state law, non-exempt employees are entitled to a paid 10-minute break for every 4 hours of work, as well as a 30-minute meal break for any shift lasting longer than 5 hours.

*Cell Phone Use*

Cell phones brought to work must be on silent or vibrate mode to avoid disrupting coworkers. They may only be used during breaks and meal periods, away from where others are working. If cell phone use interferes with operations in any way, an employee’s cell phone privilege may be rescinded and disciplinary action, up to and including termination, may be used.

Employees who receive Company cell phones should strive to use them for Company business only. All phones must be shut off during practice time or meetings.

**6.2 Rules and Policies**

*Confidentiality*

No previous or current employee may disclose or give access to confidential Company information, in any way or at any time, unless authorized by Management.

*Discrimination and Harassment*

In keeping with our Equal Opportunity Employment clause, the Company will not tolerate on-site discrimination or harassment on any legally protected basis, including that of physical characteristics, mental characteristics, race, religious or political views, nationality, disability, medical condition, sex, sexual preference, or gender identification. Harassment and discriminatory behavior among employees or contractors will result in disciplinary action, with the possibility of termination. Discrimination and harassment by customers or other business associates should be immediately reported to your supervisor, at which point the Company will investigate and take corrective action. You are welcome to seek legal relief if you find the Company’s actions inadequate.

*Drugs and Alcohol*

Good performance on the part of our employees is crucial to Ramona Swim Team’s success. For this reason, we strictly forbid employees to do the following while at work:

* Drinking alcohol or using, purchasing, or selling illegal drugs at work. An “illegal drug” is any drug that has not been obtained by legal means. This includes prescription drugs being used for non-prescribed purposes.
* Possession of any non-proscribed controlled substance, including alcohol and legal illegally obtained prescription drugs.
* Reporting for work intoxicated. We reserve the right to test employees for substance abuse. Illegal drugs, illegal drug metabolites, or excessive alcohol in your system will result in disciplinary action.

The Company cares about the overall health and well-being of its employees. Any employee who feels that he or she is developing a substance abuse problem is urged to seek help. The Company will grant time off (within reason) for rehabilitation. Be advised, however, that this will not excuse a substance-related offense. In some cases, completion of Company-approved rehabilitation program may serve as an alternative to termination.

**6.3 Disciplinary Action**

The company takes disciplinary matters very seriously and will exact discipline as it sees fit for any unacceptable action or behavior. These may include:

* Excessive lateness and/or absence
* Improper or indecent conduct
* Poor communication
* Uncooperative attitude
* Abuse, perfunctory or unauthorized use, or unauthorized possession of Company property
* Unauthorized use or disclosure of Company information
* Possession and/or use of illegal drugs, weapons, or explosives
* Illegal harassment and/or discrimination – of any kind
* Violation of Company policy

Disciplinary action may consist of anything from verbal/written warnings and counseling to demotion, transfer, suspension, or termination. Rather than follow rote procedures, the Company will handle each matter individually to ensure fairness to all involved. Please review and internalize the list of “Don’ts” above and make an effort to use good judgment at all times.

*Workplace Inspections*

At Ramona Swim Team, we have a responsibility to protect our employees and our property. For this reason, we reserve the right to inspect the following, at any time, with or without notice:

* Offices
* Computers and other equipment
* Company vehicles
* Any personal possessions brought onto Company premises, such as handbags, briefcases, and vehicles

All inspections are compulsory. Those who resist inspection may be denied access to Company premises.

**6.4 Personal Appearance and Behavior**

Maintaining a professional, business like appearance is very important to the success of RST. Regardless of the employee’s interaction with clients, customers, suppliers, contractors, or volunteers, each employee projects the reputation of the organization. Part of this impression depends on each employee’s choice of dress. Present a professional appearance, which includes good hygiene, clean uniform, and well groomed. The primary purpose of a uniform is to ensure staff is easily and quickly identified. To promote a professional image and safety, all employees will wear the uniform while on duty. *No jewelry that could interfere when performing a rescue (necklaces, hoop earrings, eyebrow rings, nose rings, etc.) may be worn on duty.* The uniform includes all bulleted items.

Team colors must be worn by all staff while on duty either at practices or swim meets:

* White, Black or royal blue shirt or a RST t-shirt
* Black, Blue or neutral, plain colored shorts (mid-thigh or longer) or pants
* White, black, or royal blue hat or visor. If there are letters or wording on the hat, it should be “R” or “Ramona” only.
* Royal Blue parka with “RAMONA” on the back.
* Shoes must be appropriate for wear on a slippery, wet deck.

Employee will not discuss any personal aspects of life, sexual issues, political issues or religious preferences or beliefs with children unless prior approval from the Board of Directors is approved.

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Hair should be clean, combed, and neatly trimmed or arranged. Shaggy, unkempt hair is not permissible regardless of length.

Sideburns, moustaches, and beards should be neatly trimmed.

Existing tattoos may be visible if approved prior to hire by the BOD. Tattoos received during or after initial hire must not be visible and should be covered by clothing or tape.

Body piercing (other than earrings) and tongue studs should not be visible. It is required that they be fully covered by clothing or taped.

**6.5 Performance Review**

Employees performance will be reviewed. The President will review the performance of the Head Coach annually, prior to the end of the fiscal year. The Head Coach will review the performance of the Assistant Coaches annually, prior to the end of the fiscal year. The Head Coach or Assistant Coach will review the performance of Instructors at the end of each season.

Bonus and merit increases will be tied to performance reviews.

All employees will be given an exit interview when leaving the organization.

**6.6 Personnel Files**

Personnel files will be kept for every employee. Required employment forms, certifications and performance evaluations will be kept in personnel files. Employees may request to review their personnel file at any time.

**6.7 Safety Procedures**

***Safety Equipment -*** Prior to any shift, ensure the required safety equipment is at the correct location and in good working order.

* Rescue tube
* Spinal board with head immobilizer and head restraint
* Whistle
* Telephone
* Fire extinguisher
* First Aid kit
* Fanny pack with gloves and mask
* AED

***Emergency Action Plans (EAP)***

Since each emergency is unique and requires staff members respond differently, emergency action plans are developed for each of the five types of emergencies. You are responsible for knowing and following the appropriate EAP during any emergency. If there is only one staff member on duty that staff member is responsible for following the entire EAP. If there are more than one staff member on duty, the staff member that identifies the emergency is responsible for following the EAP or for acting as “Staff Member A”.

Each EAP starts immediately after the staff member identifies the emergency, has surveyed the scene, and determined it is safe to enter an area. If it is unsafe to enter an area, consider the emergency life threatening and activate the EMS (dial 911).

Always remember you should identify any emergency within 10 seconds of the emergency beginning and respond/rescue within 20 seconds of the emergency beginning (10/20 rule).

*NOTE: Never allow members of the media into the pool area. Direct the media to the President or Administrative Office. Never release information about any incident to anyone except EMS personnel or the President.*

***Life Threatening Emergencies***

Contacting EMS (911) during a life-threatening emergency is a vital part of the Emergency Action Plan. When contacting EMS, the information on this form must be relayed to the EMS dispatcher. EMS must be contacted if the accident is life or limb threatening (major injuries). Always activate the EAP and EMS when:

* Victim is unconscious.
* Victim has a head injury.
* Victim is bleeding severely.
* Victim has an obstructed airway.
* Victim has a seizure in the water.
* Victim has critical burns.
* Victim has a suspected fracture.
* Victim has a suspected spinal injury.
* Near drowning victims or any victim who receives rescue breathing or CPR regardless of how well they appear to have recovered.
* Victim requests an ambulance.
* You are unsure if the victim needs further medical attention. When in doubt, call! If an ambulance is called and the victim is not transported, there is no charge. Do not let the victim dictate whether or not to call 911. Let the paramedics determine if the victim needs further medical attention.

***Contacting EMS***

When placing emergency calls speak slowly and clearly. Follow this procedure:

* Give your name and the pools name and address.
* State the nature of the emergency.
* State what first aid is being performed.
* Give the nearest cross street.
* Let them know someone will be waiting outside (give designated area) to meet the ambulance.
* Let them ask for the details.
* Let them repeat the information back to you.
* Do not leave the line first; let them hang up first.
* Return and report to the primary rescuer.

***Pool Closures in Emergencies***

After a 911 call, it is at the discretion of the facility manager or head coach whether or not to close the facility. General guidelines to consider are as follows:

***Inclement Weather:***

* Follow the EAP for major weather-related emergencies.
* Re-open the pool thirty minutes from the last sighting of lighting or sound of thunder.
* Re-open the pool when the bottom becomes visible.

***Contamination of the water by feces/vomit/blood/or other bodily fluid:***

* Follow the EAP for major facility emergencies.
* Close the facility.
* Notify the Head Coach/

***Incident Reporting Procedures***

Incident reports must be completed before the next business day for minor and major emergencies. Incident reports will be completed immediately after the victim is in the care of EMS personnel and the scene is safe for all life-threatening emergencies. GIve completed incident reports to the Head Coach. It is recommended staff members keep a copy of all incident reports for emergencies that occur while on duty. Staff members are responsible for ensuring the President and Head Coach gets a copy of all incident reports.

***Hazards of the Job/Work Area***

Hazards exist in all work areas and in all jobs. The ultimate responsibility for your safety rests with you. Follow the guidelines provided to help prevent work related injuries. Report any work-related injury to the Aquatic Director as soon as possible, but not later than the next duty day. The injury or illness will be documented.

**Hazard Corrective Action**

Exposure to Blood Latex gloves and CPR masks are provided in every first aid kit. Staff are required to keep CPR masks with them while on duty.

Chemical burns Only maintenance staff will handle chemicals. RST staff should not handle or move chemicals.

Critical incident stress Professional help will be provided if requested when staff members are involved in life threatening emergencies.

Dehydration Staff members must keep fluids with them while on duty.

Drowning Staff members must maintain fitness, should never be alone at a duty area, should never enter the water when alone and must follow ARC Life guarding procedures during water emergencies.

Heat stroke/exhaustion Staff members must wear hat and keep fluids close to duty area.

Skin Cancer/Sunburn Sunscreen must be worn while on duty.

Slips/falls/trips Aquatic personnel will wear flat, non-skid soles shoes while on duty. Slippery areas will be reported to management immediately and corrective action taken.

***Opening Procedures***

* Verify all gates and doors are unlocked.
* Check the deck, pool, showers and rest rooms to verify they are in safe, working order.
* Check all safety equipment to verify it is in good condition.
* Report or correct any unsafe conditions.

***On-duty Safety Procedures***

* Pick up trash.
* Continue to monitor deck, pool, furniture, and safety equipment to ensure it is in safe, good working order.
* Discuss safety issues with other staff members.
* Ensure at least one staff member is maintaining appropriate surveillance of the pool at all times.

***Closing Procedures***

* Check the deck, pool, showers and rest rooms to verify they are in safe, working order.
* Check all safety equipment to verify it is in good condition.
* Check the deck and pool equipment.
* Report or correct any unsafe conditions.
* Lock all gates and doors.

***Pool Covers and Lane Lines***

* Always position the pool cover reel and lane lines at least 3 feet back from the edge of the pool.
* Ensure no one sits on the pool covers or lane lines either in or out of the water.
* Immediately report any broken or faulty reel equipment to the President and Facility Manager.

At-Will Employment Agreement and Acknowledgement of Receipt of Employee Handbook

Employee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I acknowledge that I have received a copy of the Ramona Swim Team Employee Handbook, which contains vital information on the Company’s policies, procedures, and benefits.

I understand that this handbook’s policies are intended only as guidelines, not as a contract of employment. I understand that my employment is on “at-will” terms and therefor subject to termination, with or without notice or obvious reason, by myself or the Company. Changes to my “at-will” status may only take the form of a written agreement signed by an authorized member of the Company as well as myself. This agreement supersedes all prior/contemporaneous inconsistent agreements.

I understand that the Company may change its policies, procedures, and benefits at any time at its discretion, as well as interpret or vary them however it deems appropriate.

I have read (or will read) and agree to abide by all policies and procedures contained therein.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Human Resources Representative