



MUIRFIELD ASSOCIATION, INC.

EMPLOYEE HANDBOOK

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This Employee Handbook (“Handbook”) does not constitute a contract for employment between Muirfield Association, Inc. and its Employees. Employees of Muirfield Association, Inc. are considered

“at-will”, and therefore, either the Employee or Muirfield Association, Inc. may terminate the employment relationship at any time with or without cause. Muirfield Association, Inc. reserves the right to modify the provisions of this Handbook at any time. This Handbook supersedes all prior Handbooks.

SECTION 1: INTRODUCTION

1.1 Introductory Statement

Welcome to Muirfield Association, Inc. We wish you every success here. As with any job, you will experience a period of adjustment. You will want to know what you can expect from Muirfield Association, Inc. (“Muirfield”) and what is expected from you. You may have questions about your job duties, your benefits, and the general operation of Muirfield. This Handbook will give you important information about working at Muirfield. The policies in the Handbook explain many of the benefits of working here. The Handbook also explains what Muirfield expects of you and tells about many of our policies. Please take time to read it.

This Handbook, however, cannot cover every situation or answer every question about policies and benefits at Muirfield. Also, sometimes Muirfield may need to change the Handbook. Muirfield has the right to add new policies, change policies, or cancel policies at any time. The only policy Muirfield will never change or cancel is our employment-at-will policy. The employment-at-will policy allows you or Muirfield to terminate your employment at any time and for any reason, with or without notice. The employment-at-will policy is further described below in Section 2.1.

1.2 Muirfield Philosophy

We understand that it is our Employees who provide the service that the residents of Muirfield rely upon, and who will grow and enable us to create new opportunities in the years to come. We believe that each Employee contributes directly to Muirfield’s success and growth, and we hope you will take pride in being a member of our team.

1.3 Definitions, Key Words, and Identification

“Board of Directors” refers herein to the Board of Directors and officers of the Muirfield Association, Inc.

“Employee(s)” refers herein to Employees as individuals and collectively.

“Employees” refers herein to all staff and management personnel.

“General Manager” currently refers herein to Walter Zeier.

“Handbook” refers herein to the Muirfield Association, Inc. Employee Handbook.

“Muirfield” refers herein to Muirfield Association, Inc.

“Safety Officer” currently refers herein to Homer “Dave” Wolf.

“Workplace” refers to any location, within or outside the office, where any Employee conducts business on behalf of, for, or with Muirfield.

SECTION 2: EMPLOYMENT

2.1 Employment At-Will

Employees are employed "at-will." At-will employment means that Employees have the right to terminate their employment relationship with Muirfield at any time, for any reason or for no reason, with or without cause, and with or without notice. Similarly, Muirfield has the right to terminate the Employee's employment relationship at any time, for any reason or for no reason, with or without cause.

This employment-at-will relationship is in effect regardless of any other verbal or written statements, policies, procedures, or forms contained in this Handbook. Neither this Handbook nor any other policy, procedure, practice, or form creates or may be construed as an expressed or implied contract of employment or as a guarantee of any fixed term(s) or condition(s) of employment. While Muirfield will generally attempt to follow the procedures and policies outlined in this Handbook, these procedures and policies are not a contract of employment. Muirfield retains the right to change or cancel the policies, procedures, practices, or benefits contained in this Handbook (or any other handbook or form) in any manner, with or without notice and with or without consideration. Muirfield will attempt to give written notice, however, of such changes whenever practical.

No representative of Muirfield, other than the Board of Directors, has the authority to enter into any agreement for a specified period of time or to make any agreement at any time during an Employee's employment with Muirfield that purports to guarantee a specific term or condition of employment or to alter the at-will policy.

2.2 Equal Opportunity Employment Policy

Muirfield is an equal opportunity employer. Muirfield is committed to a fair and equitable Workplace. This policy relates to all employment decisions, including those in connection with recruitment, hiring, training, promotion, compensation, benefits, termination, and all other terms and conditions of employment. All of our policies are in accordance with federal, state, and local equal employment opportunity principles and other related laws.

Muirfield condemns and will not tolerate any conduct calculated to intimidate, harass, or otherwise discriminate against any Employee on the grounds listed above. Any Employee who feels that his or her rights have been violated under this policy should inform your supervisor or General Manager. If you feel you are being harassed or discriminated against on any of the grounds listed above, please consult the policies in this Handbook on harassment. Muirfield will not tolerate any form of retaliation against any Employee who raises an issue of equal employment opportunity.

2.3 Code of Conduct

Employees of Muirfield are to conduct themselves in a responsible, professional, and ethical manner. It is important that all Employees accomplish and discharge their duties and responsibilities to the best of their knowledge, skills and abilities in order to meet the time, quality and productivity standards of work; engage only in activities that are consistent with their official responsibilities; utilize time, supplies, equipment, office, shop and recreational facilities efficiently; and co-operate with fellow Employees and work as a team. In most instances, your own good judgment will tell you the right thing.

The following are examples of conduct prohibited by Muirfield policy:

- Theft, fraud, embezzlement, or other proven acts of dishonesty, including removing Muirfield documents, personal property, or intellectual property.
- Removing, defacing, or willful or careless destruction or damage to Muirfield equipment or property or a co-worker's property.
- Any harassment of another Employee or resident (verbal, physical, or visual), including sexual harassment such as offensive gestures, unwelcome advances, jokes, touching, or comments of a sexual nature made to or about Employee or resident.
- Obtaining employment or promotion on the basis of false or misleading information.
- Soliciting or accepting gifts with a value of \$50.00 or more (money, services, or merchandise) in connection with Muirfield business.
- Reporting for work under the influence of any illegal substances or alcohol; or possession, sale, or distribution of illegal substances or alcohol while on Muirfield premises or abusing such items while representing Muirfield or conducting Muirfield business.
- Falsifying Muirfield documents or records, including misuse of timekeeping records, or falsely inputting payment data.
- Insubordination, meaning refusing to follow legitimate business instructions of a superior directly related to performance of one's job.
- Disrupting the work environment.
- Excessive absenteeism or unacceptable patterns of tardiness or absenteeism.
- Sleeping while working.
- Repeatedly failing to clock in/out on the time clock as directed.
- Repeatedly forgetting to use time clock card.
- Not obtaining permission to leave the Workplace during scheduled work time or taking or exceeding a break period without authorization.
- Job abandonment, meaning the failure to report to work without properly notifying your supervisor or General Manager.
- Conduct that is likely to cause another Employee, resident of Muirfield, or vendor embarrassment, loss of dignity, feelings of intimidation, or loss of opportunity, including all forms of discrimination and harassment.
- Unauthorized use of Muirfield supplies, information, equipment, funds, or computer codes/passwords.
- Unauthorized disclosure of business "secrets" or confidential information.
- Committing any act, on or off Muirfield's premises, that threatens or is potentially threatening to the reputation of Muirfield or any of its Employees, residents, or vendors.
- Working overtime without the prior approval of your supervisor or General Manager.
- Performing work of a personal nature during working time.
- Smoking in the Workplace.
- Failing to meet assigned job responsibilities and duties.
- Any other violation of a Muirfield policy.

These examples are not intended to constitute a complete and exhaustive list of prohibited conduct. In addition, Muirfield reserves the right to change the examples listed above at any time with or without notice.

Unless as otherwise provided herein, Employees should report unethical or dishonest behavior to their supervisor or General Manager. Reported activities will be investigated by Muirfield. The General Manager or the Board of Directors will determine appropriate means for proper resolution. Muirfield will deal with each situation individually and nothing in this Handbook should be construed as a promise of specific treatment in a given situation. Employees found to be conducting themselves in an unethical manner may be subject to appropriate corrective action, up to and including termination.

SECTION 3: EMPLOYMENT STATUS AND RECORDS

3.1 Eligibility for Employment

Federal law requires both new and continuing Employees to provide documentation of eligibility to work in the United States, plus proper identification. A properly submitted form I-9 is required for employment.

3.2 Familial Employment

A familial relationship among employees can create an actual or at least a potential conflict of interest in the employment setting, especially where one relative supervises another relative. To avoid this problem, Muirfield may refuse to hire or place a relative in a position where the potential for favoritism or conflict exists.

In other cases such as personal relationships where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment, at the discretion of Muirfield. Accordingly, all parties to any type of intimate personal relationship must inform the General Manager.

If two employees marry, become related, or enter into an intimate relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. Muirfield generally will attempt to identify other available positions, but if no alternate position is available, Muirfield retains the right to decide which employee will remain with Muirfield.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

3.3 Criminal Convictions

Criminal convictions are taken seriously at Muirfield. Muirfield may disqualify any applicant for employment who has been convicted of a criminal offense. Furthermore, conviction of a crime after an individual is already employed may result in corrective action, up to and including termination. Employees must immediately notify the General Manager of any/all criminal convictions.

Whether an applicant or Employee, in determining disqualification, Muirfield will conduct an individualized assessment. In doing so, Muirfield may evaluate several factors, including, but not limited to, the nature and circumstances of the conviction, whether the conviction is a misdemeanor or felony, the length of time since the conviction, the number of offenses the individual was convicted, and the job sought or held.

3.4 Employment Verification and Reference Check

Muirfield will respond to those employment verification or reference check inquiries that are submitted in writing and directed to the General Manager. Responses to such inquiries will confirm only dates of employment, wage rates, and position(s) held. No employment data will be released without a written authorization and release signed by the individual who is the subject of the inquiry.

3.5 Orientation/Evaluation Period

All new Employees will be under “evaluation” for the first 3 months of employment. Muirfield will closely monitor your employment during this period. The General Manager or your supervisor will be responsible for evaluating your performance, aptitude, and compatibility with other Employees. This is also your opportunity to determine whether your position suits you. At the end of the evaluation period, you may be invited to become a part-time or full-time Employee, and may entitle you to additional benefits. In the event your evaluation information indicates you do not qualify, your employment will be terminated.

3.6 Employment Classifications and Categories

Employment classifications do not guarantee employment for any specified period of time and, the right to terminate the employment relationship at-will, at any time, is retained by both the employees of Muirfield.

Employees are designated as either non-exempt or exempt according to federal and state wage and hour law definitions.

- **Non-exempt.** Non-Exempt Employees are Employees whose work is covered by the Fair Labor Standards Act (FLSA). They are not exempt from the law’s requirements concerning minimum wage and overtime and are entitled to overtime pay under the specific provisions of federal and state laws.
- **Exempt.** Exempt Employees are generally managers, supervisors, professional, or technical support who are exempt from the minimum wage and overtime provisions of the FLSA. Exempt Employees hold jobs that meet the standards and criteria established under the FLSA by the U.S. Department of Labor.

In addition to the above classifications, each Employee belongs to one of the following employment categories:

- **Regular full-time.** Regular full-time Employees are those who are not in a temporary or seasonal status or within their initial review period and who are regularly scheduled to work a full-time schedule, and is defined as 40 or more hours of work each week. **“Regular” does not mean permanent status. No employment is permanent.**
- **Regular part-time.** Regular part-time Employees are those who are not assigned to a temporary or seasonal status or within their initial review period and who are regularly scheduled to work more than 8 but less than 40 hours each week. **“Regular” does not mean permanent status. No employment is permanent.** Regular part-time Employees are generally not eligible for benefits, other than legally mandated benefits (such as Social Security and Workers’ Compensation Insurance).

- **Temporary and Seasonal.** Temporary and seasonal Employees are those who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status.
- Temporary and seasonal Employees retain that status unless and until notified of a change. All legally mandated benefits (such as Social Security and Workers' Compensation Insurance) are provided to temporary and seasonal Employees.

Muirfield will notify all Employees of their Employee classification and category status upon hire.

3.7 Personnel File

Muirfield maintains a confidential personnel file for each Employee. Files are controlled by the General Manager. Employees must acquire permission to view his or her personnel file from the General Manager. These files are the property of Muirfield; no documents may be altered or removed by the Employee. Every reasonable effort is made to keep the information confidential; access is limited to Employees who require access to perform their job functions. Copies will not be distributed to any third party unless mandated to do so by a court of law.

For your benefit, you must inform the General Manager of any changes to (1) your home address and telephone number, (2) your legal name, (3) your marital status, (4) your number of dependents, (5) your emergency contact, and (6) your tax withholding information.

3.8 Performance and Evaluation Reviews

Within the first 4 months of each calendar year, your supervisor and/or General Manager will conduct annual performance reviews for all Employees. All performance reviews are based on an individual Employee's merit, achievement, job description fulfillment, attendance, and performance at your position. Wage adjustments, if any, will be based upon this review, as well as but not limited to past performance, regular attendance, promptness, dependability, cooperation, personal grooming, any necessary corrective action, and adherence to all employment policies. Your attitude and particularly your willingness to work as a team member by helping others when you are able are all taken into consideration in determining whether you are qualified to handle present and increased responsibilities, and if you are eligible for a wage adjustment. There is no guarantee of any wage adjustments, and all salary and/or benefit adjustments are at the sole discretion of the General Manager and/or Board of Directors.

SECTION 4: WORK CONDITIONS AND HOURS

4.1 Personal Safety

The safety of our Employees is a top priority. Muirfield will make every reasonable effort to ensure the safest working environment possible. Employees should report unsafe conditions, broken equipment, unsafe and unethical use of property to the Safety Officer immediately. The Safety Officer must take immediate corrective action. If you feel you are in danger performing your job duties, stop working and report the hazard to the General Manager and/or Safety Officer.

4.2 Work Day and Work Week

The normal work day at Muirfield consists of 8 working hours. The normal work week at Muirfield is 40 hours (Monday through Friday) for full-time Exempt Employees.

Every effort is made to complete work during regular work hours. However, situations may occur when it is necessary to work overtime. Whenever possible, you will be notified in advance if overtime is required.

Non-Exempt employees must follow the outline for rest and meal periods.

Total Hours Scheduled	Number of Rest Periods	Number of Meal Periods
Less than 3.5	0	0
3.6 to 5.0	1	0
5.1 to 6.0	1	1
6.1 to 8.0	2	1
Over 8.0 hours	1 rest period per 4 hours of work and 1 meal period per 6.1	1 rest period per 4 hours of work and 1 meal period per 6.1

Rest period is 15 minutes. To the extent possible, each rest period should be taken in the middle of the four hour work period. This time is paid as time worked. Therefore, Employees are prohibited to be absent from their workstations beyond the allotted rest period time.

Meal periods must be taken within the first five hours of the work schedule. Employees will be relieved of all active responsibilities and restrictions during meal periods and will not be compensated for that time.

4.3 Attendance/Tardiness/Absenteeism

Punctual attendance is mandatory for efficient job performance. Employees are expected to arrive at work and be at their work station and if applicable logged into their computer by their regularly scheduled start time. If an Employee is going to arrive to work 30 minutes or more past their start time, he or she is to notify the office by leaving a message at (614)889-0922. Pool employees should contact the Pool Manager.

Poor attendance, absence without notification or habitual tardiness will be subject to appropriate corrective action, up to and including termination.

All time off must be requested in advance and submitted in writing, as outlined in later categories in this Handbook. Muirfield views attendance as one of the most important facets of your job performance review. All unapproved absences are noted in the Employee's personnel file. Excessive absences including exceeding available Paid Time Off (hereinafter "PTO"), may result in corrective action, up to and including termination.

Employees who do not report to work or call in for 3 consecutive scheduled days will be considered to have terminated their employment with Muirfield.

In exceptional cases, there may be a need for employees to be on-call outside normal working hours to handle operational or contingency matters. If the matters cannot be dealt with over the telephone, Muirfield may require the employees to return to the workplace for emergency action.

Extra hours worked will be compensated in accordance with the policy and procedure governing overtime compensation.

4.4 Time Cards

All Non-Exempt Employees are required to clock in when arriving at work and to clock out when leaving for the day. In addition, anytime you leave the Muirfield premises for non-work related time, including your meal period, you must also clock out when you leave and clock in when you return. It is your responsibility to certify the accuracy of all time recorded. Any errors in your time record should be reported immediately to your supervisor, who will attempt to correct legitimate errors.

All time cards and attendance records must remain on the Muirfield premises. A new time card will be issued on Sunday for the week beginning the following Monday. You must sign your time card before turning it in. Paid Time Off ("PTO"), must be clearly written on the time card.

4.5 Meal Periods

Schedules may vary from one Employee to another based on work schedule, Employee preference, and from one department to another. The supervisors will establish all Employees meal periods schedules.

4.6 Overtime for Employees

Overtime for Non-Exempt Employees means hours worked in excess of 8 hour in one day or 40 hours in one week. All hours during a work week that are calculated in the total for overtime must be hours actually worked. PTO or any other non-working benefit days do not count in the calculation of overtime.

Due to the nature of our business, situations may arise which could require overtime work. In such cases, your supervisor will provide you with as much notice as possible. Muirfield will attempt to accommodate your abilities and preference regarding overtime work. However, we reserve the right to require that any such work be performed.

Your supervisor retains sole discretion to determine when Employees must work overtime. Unauthorized overtime hours may lead to corrective action, up to and including termination.

4.7 Safe Harbor Policy for Exempt Employees

It is Muirfield's policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure that Employees are paid properly and that no improper deductions are made, Employees must review their pay stubs promptly to identify and report all errors.

If an Employee is classified as an exempt salaried employee, the Employee will receive a salary which is intended to compensate him/her for all hours he/she may work for Muirfield. This salary will be established at the time of hire or when the Employee becomes classified as an Exempt Employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work the Employee performs.

Under federal and state law, an Exempt Employee's salary is subject to certain deductions. For example, unless state law requires otherwise, your salary can be reduced for the following reasons:

- Full-day absences for personal reasons.
- Full-day absences for sickness or disability.

- Full-day disciplinary suspensions for infractions of Muirfield written policies and procedures.
- Family and Medical Leave absences (either full- or partial-day absences).
- To offset amounts received as payment for jury and witness fees or military pay.
- The first or last week of employment in the event the Employee works less than a full week. Any full work week in which the Employee does not perform any work.

Exempt Employee salary may also be reduced for certain types of deductions such as a portion of health, dental or life insurance premiums; state, federal or local taxes; social security; or voluntary contributions to a 401(k) or pension plan.

In any work week in which the Employee performed any work, your salary will not be reduced for any of the following reasons:

- Partial day absences for personal reasons, sickness or disability.
- Absence on a day because Muirfield has decided to close a facility on a scheduled work day.
- Absences for jury duty, attendance as a witness, or military leave in any week in which the Employee has performed any work.
- Any other deductions prohibited by state or federal law.

However, unless state law provides otherwise, deductions may be made to the Employee's accrued leave for full- or partial-day absences for personal reasons, sickness or disability.

If an Employee believes he/she has been subject to any improper deductions, the Employee should immediately report the matter to his/her supervisor. If the supervisor is unavailable or if the Employee believes it would be inappropriate to contact that person (or if you have not received a fully acceptable reply), you should immediately contact the General Manager.

4.8 Emergency and Severe Weather Closing

In the unlikely event that an emergency would occur interrupting operations, Muirfield may be required to close the work facility. In the event Muirfield must close for the day due to severe weather or emergencies, Muirfield will make every reasonable effort to notify you. However, should you have a question as to whether or not Muirfield will be open, feel free to contact the General Manager at 614-778-0725. Pool employees must contact the Pool Manager. In the event that you have an individual problem due to severe weather, then PTO may be used.

SECTION 5: EMPLOYEE CONDUCT AND STANDARDS OF BEHAVIOR

5.1 Non-Discrimination

It is the policy of Muirfield to comply with all applicable discrimination laws – defined here as including (but not limited to) all provisions of all current federal and state employment statutes, local ordinances, as well as their respective implementing regulations and related case law, the Acts for Civil Rights, Equal Employment Opportunity (EEO) laws, Americans With Disabilities Act (ADA), Age Discrimination in Employment, Genetic Information Nondiscrimination Act (GINA), Equal Pay and Fair Labor Standards. These are known as "Protected Classes."

Muirfield is committed to equal employment opportunity in all employment facets for all Employees and applicants for employment without regard to their membership in Protected Classes.

Muirfield does not tolerate discrimination, harassment, and/or retaliation against any individual or group of individuals on the basis of belonging to, or being perceived as belonging to, a Protected Class in Muirfield policies, programs, services, activities, practices, terms, privileges, benefits, or conditions.

Muirfield is committed to providing opportunities to address all issues relating to Workplace discrimination, harassment, or retaliation. Muirfield Employees are responsible for maintaining Workplace environments free of discrimination, harassment, and retaliation.

Corrective action may be taken against any individual determined to be in violation of this policy, up to and including termination.

5.2 ADA Compliance Policy

Muirfield is committed to complying fully with all appropriate federal and/or state laws, rules, and regulations. Muirfield is also committed to ensure equal opportunity in employment for qualified persons with disabilities. A disabled individual, as defined by federal, state, and local law, should discuss with the General Manager reasonable accommodations necessary to perform essential job functions. Muirfield conducts all employment practices and activities on a non-discriminatory basis. Disabled persons are guaranteed the same application process as other applicants. Assistance may be provided when needed.

A reasonable accommodation is available to an Employee with a disability when the disability affects the performance of job functions. The process for determining a reasonable accommodation is designed to be an interactive dialogue, involving the Employee or applicant, General Manager, and/or other appropriate individuals as needed. The Employee or applicant needing the accommodation has the responsibility to initiate the dialogue by discussing the need for an accommodation with the General Manager. The General Manager may direct Employees to submit their request in writing.

Through this interactive process, Muirfield will make reasonable accommodations to the known physical or mental limitations of an otherwise qualified individual unless to do so would be an undue hardship. The specific accommodation will be determined jointly by the individual and the General Manager on a case-by-case basis.

In determining whether an accommodation would impose an undue hardship on the operation of Muirfield, factors to be considered include, but are not limited to, the nature and cost of the accommodation needed and the impact of the accommodation upon the operation of Muirfield.

5.3 Non-Harassment

Every Employee is assured the right to work in an environment free of conduct and comments that are free of discrimination and harassment. Muirfield will not tolerate harassment of one Employee by another Employee, supervisor, General Manager, resident, or third party for any reason, to the extent protected by federal, state or local laws, including, but not limited to abusive comments or conduct predicated upon race, color, creed, religion, ancestry, sexual orientation, national origin, citizenship, age, sex, disability, pregnancy, genetic information, military status, or veteran status. Harassment of third parties in some manner related to or involved with Muirfield's business relationships by our Employees is also prohibited.

If an Employee feels that he/she has been subjected to conduct that violates this policy, the Employee should immediately report the matter to his/her supervisor or General Manager. If an Employee is unable for any reason to contact his/her supervisor or the General Manager then contact the Board of Directors. Employees are expected to cooperate with any such investigation.

5.4 Sexual Harassment

The goal of Muirfield is to promote a Workplace that is free of sexual harassment. Sexual harassment of Employees, whether occurring in the Workplace, in other settings that Employees may find themselves in connection with their employment, online, or by telephone, will not be tolerated by Muirfield.

While it is not easy to define precisely what types of conduct could constitute sexual harassment, examples of prohibited behavior include unwelcome sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature. This includes direct or implied requests for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment. It further includes conduct that is hostile, offensive, intimidating, or humiliating, whether towards male or female Employees.

Muirfield takes allegations of sexual harassment seriously. Employees who experience or witness sexual harassment should immediately notify the General Manager and/or supervisor. All complaints of harassment will be promptly investigated. If an Employee is unable for any reason to contact his/her supervisor or the General Manager then contact the Board of Directors. Employees are expected to cooperate with any such investigation.

The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. Muirfield's investigation will include a private interview with the person filing the complaint and with witnesses. Muirfield will also interview the person alleged to have committed sexual harassment. The accuser, accused, and any witnesses will be reminded of the confidential nature of the investigation. Muirfield may have legal counsel present.

When it is determined that inappropriate conduct has occurred, Muirfield will act to eliminate the offending conduct. Muirfield will also impose such corrective action as is necessary, up to and including termination. If an investigation shows that the reporting individual intentionally falsely accused another of sexual harassment, the individual who knowingly provided the false information will be subject to corrective action, up to and including termination.

If either party directly involved in a sexual harassment investigation is dissatisfied with the outcome or resolution, that individual has the right to appeal the decision. The dissatisfied party should submit written comments noting the appeal in a timely manner to the General Manager or Board of Directors.

5.5 Dating/Fraternizing Policy

Muirfield expects all Employees to behave professionally. Romantic relationships between Employees may create an actual or perceived conflict of interest. To assure a professional environment for everyone, Muirfield prohibits romantic displays of affection or sexual behavior between Employees during the workday, at the Workplace, during work-related meetings or events, or while on Muirfield business. Muirfield has a policy prohibiting unlawful harassment in the Workplace.

To ensure that any consensual romantic or sexual relationship between Employees complies with Muirfield's policies, an Employee who enters such a relationship should do the following:

- Review Muirfield's policy prohibiting unlawful harassment;
- Avoid romantic behavior at the Workplace and when on Muirfield business;
- Avoid any conduct that suggests actual or perceived favoritism based upon the romantic or sexual relationship.

Failure to comply with Muirfield's dating/fraternizing policy or harassment policy will subject the offender to appropriate corrective action, up to and including termination.

5.6 Retaliation

Employees can raise concerns and make reports of discrimination, harassment, sexual harassment, or other concerns without fears of reprisal. Muirfield will not tolerate retaliation against an individual who has brought a complaint, who speaks as a witness in the investigation of a complaint, or who provides information about discrimination or harassment.

Employees should report any retaliation immediately to the supervisor, General Manager and/or Board of Directors. Any individual found to have retaliated against an individual for reporting discrimination or harassment, or against anyone participating in the investigation of a complaint, will be subject to appropriate corrective action, up to and including termination.

However, if an investigation of a complaint shows that the complaint or information was intentionally false, the individual who intentionally and knowingly provided the false information will be subject to corrective action, up to and including termination.

For Muirfield's complete Harassment, Sexual Harassment, and Retaliation Acknowledgment, see Appendix 1 that must be executed by all Employees.

5.7 Confidentiality

During the course of work, an Employee may become aware of confidential and proprietary information about Muirfield's business, including, but not limited to, information regarding Muirfield personnel, finances, intellectual property, services and new service development, software and computer programs, marketing strategies, suppliers, contractual agreements, residents lists, and potential residents. It is extremely important that all such information remain confidential and particularly not be disclosed.

Any Employee who improperly copies, removes (whether physically or electronically), uses or discloses confidential information to anyone outside of Muirfield may be subject to disciplinary action up to and including termination. Disclosure of Muirfield confidential information without express written approval of the Board of Directors or the General Manager is prohibited.

5.8 Drugs and Substance and Alcohol Abuse

Muirfield requires Employees to notify the General Manager of any legal drug use that may affect his or her ability to perform their job duties either safely or effectively. Consumption of, possession of, or being under the influence of, illegal drugs or alcohol or distribution of controlled substances, drug paraphernalia or alcohol on Muirfield premises, at the Workplace, or while acting in the scope of employment for Muirfield is strictly prohibited. Any Employee who violates this policy will be subject to corrective action, up to and including immediate termination.

To ensure that any consensual romantic or sexual relationship between Employees complies with Muirfield's policies, an Employee who enters such a relationship should do the following:

- Review Muirfield's policy prohibiting unlawful harassment;
- Avoid romantic behavior at the Workplace and when on Muirfield business;
- Avoid any conduct that suggests actual or perceived favoritism based upon the romantic or sexual relationship.

Failure to comply with Muirfield's dating/fraternizing policy or harassment policy will subject the offender to appropriate corrective action, up to and including termination.

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Employees can raise concerns and make reports of discrimination, harassment, sexual harassment, or other concerns without fears of reprisal. Muirfield will not tolerate retaliation against an individual who has brought a complaint, who speaks as a witness in the investigation of a complaint, or who provides information about discrimination or harassment.

Employees should report any retaliation immediately to the supervisor, General Manager and/or Board of Directors. Any individual found to have retaliated against an individual for reporting discrimination or harassment, or against anyone participating in the investigation of a complaint, will be subject to appropriate corrective action, up to and including termination.

However, if an investigation of a complaint shows that the complaint or information was intentionally false, the individual who intentionally and knowingly provided the false information will be subject to corrective action, up to and including termination.

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Since Muirfield deals with a huge variety of customers, you may find yourself faced with a complaint. A disgruntled resident, uncooperative vendor, unhappy co-worker, etc. are usually reacting to a circumstance and not you personally.

Dealing with Complaints

Dealing with a complaint requires tact and patience. Begin by acknowledging the customer's inconvenience and pledge to help in any way possible.

Convey your willingness to take quick action that is convenient to the customer. If you are not the person who will ultimately deal with the complaint, the following steps will be helpful:

- Get the customer's name and contact information;
- Write the nature of the complaint;
- Give them an estimated time for a response;
- Maintain an even keel no matter how difficult or insulting the customer may become; and
- Contact your supervisor or appropriate staff member with all the above information.

5.15 Publicity/Statements to the Media

All media inquiries regarding the position of Muirfield as to any issues must be referred to the General Manager. Only the General Manager, when authorized by the Board of Directors, is authorized to make or approve public statements on behalf of Muirfield. No Employees are authorized to make those statements on behalf of Muirfield.

5.16 Operation of Vehicles

All Employees authorized to drive Muirfield-owned or leased vehicles or personal vehicles in conducting Muirfield business must possess a current, valid driver's license and an acceptable driving record. Any change in license status or driving record must be reported to the General Manager immediately.

SECTION 6: USE OF MUIRFIELD PROPERTY AND INFORMATION TECHNOLOGY

6.1 Facilities Security

All Employees are responsible to make sure the office and work areas are secure. Any Employee entrusted with office keys must make certain the office is locked and secure when that Employee is the last to leave. This includes, but is not limited to, turning off appropriate lights, closing and locking all entrance doors and windows, and turning off all air conditioning units (if any). Employees should report any potential security risks to the Safety Officer.

6.2 Office Supplies, Postage, and Muirfield Accounts

Muirfield postage, postage systems, shipping accounts, and accounts with various vendors and suppliers are to be used for Muirfield business purposes only. Improper use of these items may result in appropriate corrective action, up to and including termination.

6.3 Muirfield Equipment

Muirfield property, such as printers, copiers, computers, and all production tools, are to be used for Muirfield business purposes only.

Unauthorized use of equipment may result in appropriate corrective action, up to and including termination. Employee desks and cabinets are not to be locked unless approved by the General Manager. If you need assistance securing Muirfield property see the General Manager.

6.4 Cellular Phones and Personal Calls

Disruptions during working time can lead to errors and delays. Telephone systems, equipment, and operators are in place to provide business services of Muirfield and its residents. Employees are not permitted to engage in personal calls or messages during business hours while on the clock, whether on Muirfield telephone systems or Employees' personal cell phones, notebooks, ipads, smart phones, etc. Therefore, personal telephone calls and messages must be kept to a minimum, and only be made or received after working time, or during meal period or break time. At times, Employees may have to conduct work business on cell phones. Employees are not permitted under any circumstances to text or email while driving. Moreover, Employees are not permitted to talk on their cell phone under any circumstances while driving without a hands-free device.

6.5 Computer Systems and Electronic Mail

All Employees with access to or who utilize Muirfield's computer systems must adhere to these policies, procedures, and guidelines:

- Muirfield's computer system, servers, web system, data, electronic mail system, video equipment and DVDs, voice recognition systems, and voice mail systems ("information systems") are Muirfield property and are intended solely for use in furtherance of Muirfield's business.
- These systems are intended to be used for legitimate business reasons with the goal of improving our service to our residents. The information systems may not be used for personal, non-business-related communications in a manner inconsistent with established policies, procedures & guidelines
- The information systems should not be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-job-related solicitations.
- Messages must not be written in a degrading or demeaning manner.
- Messages must not be obscene, libelous, vulgar, or defamatory.
- No Muirfield Internet address may be used for personal email communication. Upon receipt of a personal email on Muirfield Internet address, the Employee must immediately notify the sender to cease use of Muirfield's Internet address and redirect the sender to the Employee's personal email address.
- Personal blogging and/or social media is prohibited while working on Muirfield computer.
- Employees: Instant messaging and/or texting during work hours and while on the clock is prohibited.

6.6 Communications Technologies Acceptable Use

Muirfield's computers, systems, telephones, and other communication services (including Internet, intranet, email, voice mail, instant messaging services, etc.) are owned by Muirfield and are in place to provide business services for Muirfield. Telephone lines and operators must remain open for business calls. Muirfield's communication technologies must not be used by Employees for non-business communications and/or materials.

Muirfield provides Employees access to its computers, printers, and other equipment on an as-needed basis, to perform their job requirements. This equipment is to be used exclusively for the business activities of Muirfield, other than incidental personal use that complies with Muirfield's policies, during meal period and/or other non-working hours.

6.7 Consent to Monitoring

At all times during the performance of duties, all employees using Muirfield's computers, systems, telephones and communication technologies, CONSENT TO THE accessing, monitoring, capturing, and observing (in real time or by recording including logging, video, digital and/or audio) of personal, private and business-related **electronic communications** AND other types of **use** of Muirfield computers, systems, internet, intranet, electronic, other communication systems (including social media and forms of communication not yet developed), and software by Muirfield.

Muirfield may monitor these activities to ensure compliance with Muirfield policies, proper working order, the security of Muirfield and resident data and the appropriate use by employees; to investigate complaints and/or suspected misconduct; to retrieve the contents of any information in Muirfield's information systems and equipment; to assess and improve Employee performance, resident relations and the quality of services provided by Muirfield.

6.8 Expectation of Privacy

Muirfield recognizes the importance of access to Internet, email and other electronic communications services in today's fast-paced work environment. Accordingly, access to these services is available to certain Employees.

EMPLOYEES WHO USE MUIRFIELD'S COMPUTER, COMMUNICATIONS SYSTEMS AND EQUIPMENT, AND INFORMATION SYSTEMS SHOULD HAVE NO EXPECTATION OF PRIVACY FROM MUIRFIELD WHILE USING THESE SYSTEMS AND EQUIPMENT, EVEN DURING MEAL PERIODS AND/OR OTHER NON-WORKING HOURS.

6.9 Remote and/or Mobile Access

Muirfield may permit Employees to have access to its information systems on a remote and/or mobile device when Muirfield deems it necessary to the performance of that Employee's job. Such access will only be permitted when the device is capable of complying with security requirements established by Muirfield, such as encryption, use of passwords of appropriate complexity and length, and ability to remotely clear data from the device. Smartphones, tablets, and similar devices used for remote and/or mobile access to Muirfield's information systems must allow/support the ability to send a remote command to destroy all data on the device in the event the device is lost, stolen, no longer authorized to access Muirfield's information systems, or when Muirfield deems it necessary to protect Muirfield and/or resident information.

It is the Employee/device owner's responsibility to keep up-to-date backups of personal information on the personal device. Muirfield assumes no liability for the loss of any data in the event a remote wipe of the device is accomplished.

Employees who are not exempt from overtime pay are not permitted to access Muirfield's information systems during non-working hours unless authorized by your supervisor or the General Manager. No Employee may access Muirfield's information systems or transmit or review business communications while operating a motor vehicle.

6.10 Prohibited Use

Employees must remember that when using Muirfield's equipment and/or Internet connection, that Employee is a representative of Muirfield, including in the Internet community. Regardless of the time of day or working status of the Employee, no Employee may inappropriately use Muirfield's computers, systems, Internet connection, telephones, or other communications services and devices, including:

- Knowingly violate any city, state, or federal law.
- Violate any Muirfield policy, practice or procedure.
- Install, access, or use any computer games and/or personal software (including without limitation jokes, instant messaging, weather bugs, web-based non-Muirfield email, etc.) on Muirfield equipment.
- Transmit, store, or display images depicting violence, sexually explicit material, or other content or attachments that may be construed as discriminatory, harassing, or disparaging of others, or is defamatory (other than protected NLRA Section 7 activity), or is considered pornographic material.
- Engage in any activity that could damage the reputation of Muirfield (other than protected NLRA Section 7 activity) or potentially put you and Muirfield at risk for legal proceedings by any party.
- Transmit libelous or harassing communications that could be considered unfair competitive practices. Please remember that the message you post to a mailing list, news group, or social media site – or even sent directly to one other person outside Muirfield – can end up on the screens of thousands of readers. Use good judgment.
- Engage in any activity that could be construed as hostile to another company or institution (For example, making attempts to gain unauthorized access to another company's system and/or information.)
- Install or download any software (free or otherwise) unless given express prior permission by the General Manager.
- Duplicate or distribute copyrighted materials without permission of the copyright holder. (Remember, copying copyrighted software on to our database without proper licensing is not only illegal but could make you and Muirfield liable for copyright infringement. All Muirfield Employees using Muirfield Internet connections must respect all copyright issues regarding software, information, and attributions of authorship. No Employee may download unlicensed software on Muirfield equipment.)
- Transmit confidential, proprietary, or trade secret information without informed prior consent of the General Manager of that information, including, for example, sharing methods and materials developed by Muirfield such as residential listings and technological developments of Muirfield.
- Solicit others for non-Muirfield sponsored commercial ventures, religious or political causes, outside organizations, or other non-job related communications, research, or solicitations.
- Harm morale, disrupt, or offend others.
- Attempt to gain access to another Employee's personal email or Internet without the latter's express permission (other than monitoring by Muirfield as outlined in Section 6.10).

Employee use of Muirfield email, Internet, and other communication technologies, information systems, equipment, and services must at all times be based on mutual respect of others in the Workplace, residents, and vendors. Please remember that email use, inter-office electronic communication, and Internet access originating at Muirfield or on its equipment or systems is a privilege and that this privilege may be revoked if abused. VIOLATION OF THIS POLICY WILL RESULT IN IMMEDIATE DISCIPLINARY ACTION UP TO AND INCLUDING TERMINATION OF EMPLOYMENT.

6.11 Social Media Policy

Muirfield recognizes that the Internet provides unique opportunities to participate in interactive discussions and share information on particular topics using a wide variety of social media, including social networking sites such as Facebook; blogs and microblogs including Twitter; content communities such as YouTube or picture sharing sites; collaborative products such as Wikipedia; virtual social worlds such as Second Life; and virtual game worlds such as World of Warcraft. However, Employees' use of social media can pose risks to Muirfield's confidential and proprietary information, and reputation, and can jeopardize Muirfield's compliance with business rules and laws, as well as affect the quality and quantity of the Employee's work product.

To minimize these business and legal risks, to avoid loss of productivity and distraction from Employees' job performance, and to ensure that Muirfield's information and technology resources and communications and information systems are used only for appropriate business purposes, Muirfield demands its Employees adhere to guidelines and rules regarding use of social media.

Social media interaction follows the same rules as any other interaction. In other words, social media must never be used in a way that violates any other Muirfield policies or Employee obligations.

Employees are prohibited from using social media to:

- Violate Muirfield's information and technology resources and communications systems policies.
- Violate Muirfield's confidentiality and proprietary rights policies. Employees are required to maintain the confidentiality of Muirfield's trade secrets and private or confidential information. Employees may also not post internal reports, policies, procedures, or other internal business-related confidential communications.
- Circumvent Muirfield's ethics and standards of conduct policies.
- Post information about Muirfield, fellow Employees, residents, board members and officers, suppliers, vendors, or people working on behalf of Muirfield.
- Harass or bully other Employees in any way.
- Circumvent policies prohibiting unlawful discrimination against current Employees or applicants for employment.
- Violate Muirfield's privacy policies (for example, never access private password protected sites of other Employees without permission).
- Violate any other laws or ethical standards (for example, never use social media in a false or misleading way, such as by claiming to be someone other than yourself or by creating an artificial "buzz" about our business).

Employees must also never provide references for other current or former Employees of Muirfield on social or professional networking sites, as such references, positive and negative, may be attributed to Muirfield and create legal liability for yourself and Muirfield (such as interference with prospective business contracts and allegations of wrongful termination).

Employees must keep in mind that you are more likely to resolve work-related complaints by speaking directly with the other person, your supervisor, or the General Manager, than by posting complaints to a social media outlet.

Employees who violate a Muirfield policy will be subject to corrective action, up to and including termination of employment.

Please see also the Social Media Policy Acknowledgement at Appendix 3 and must be executed by all Employees.

6.12 Camera Phones/Recording Devices

Due to the potential for issues such as invasion of privacy, sexual harassment, and loss of productivity, employees may use a camera phone function on any phone on Muirfield premises only to perform work for Muirfield. Taking pictures without the expressed permission of everyone in the picture is prohibited.

The use of tape recorders, dictaphones or other types of voice recording devices anywhere on Muirfield premises, including to record conversations or activities of other employees or management, or while performing work for Muirfield, is also strictly prohibited, unless the device was provided to the Employee by Muirfield and is used solely for legitimate business purposes.

6.13 Solicitation and Distribution

To avoid distractions, solicitation by an Employee of another Employee is prohibited while either Employee is on working time. "Working time" is the time an Employee is engaged, or should be engaged in performing his/her work tasks for Muirfield. Solicitation of any kind by non-employees on Muirfield premises is prohibited at all times.

SECTION 7: CORRECTIVE ACTION AND TERMINATION OF EMPLOYMENT

7.1 Violation of Muirfield Policy

Employees found to be in violation of any Muirfield policy will be given notice of the infraction (except as otherwise provided in this Handbook). All reasonable attempts will be made to constructively resolve the situation. Appropriate corrective action, up to and including termination, may be taken.

7.2 Corrective Action

To deliver a consistently fair application and enforcement of Muirfield's policies and provide equitable treatment to all Employees, a corrective action program will be administered. Violating a policy will result in corrective action that will generally be in one of the following forms depending on your prior work record and the seriousness of the offense:

1. Counseling and verbal warning
2. Written reprimand indicating misconduct.
3. Termination of employment.

None of the above forms of discipline are mandatory. Muirfield reserves the right to combine or skip steps, including immediate termination, depending on the facts of each situation and the nature of the offense. Additionally, behavior that is illegal is not subject to corrective action and may be reported to local law enforcement. Theft, illegal drug use, fighting, and other acts of violence may be grounds for immediate termination.

7.3 Termination

Employees of Muirfield are at-will and not given tenure. The Employees of Muirfield, like the employer, may choose to terminate employment at any time.

Employees choosing to terminate their employment with Muirfield are asked to provide at least 2 weeks written notification of last working day to the General Manager with a copy to his/her supervisor, return all Muirfield property as directed by your supervisor or the General Manager before leaving the premises on his/her final day of employment. Upon receipt of all Muirfield owned property, the Employee will receive his/her final paycheck, if applicable. To the extent permitted by law, if an Employee fails to return Muirfield owned property, the value of such property may be deducted from the Employee's last paycheck.

Muirfield may terminate employment at any time for any reason. If Muirfield terminates an Employee for a severe violation of a policy, he/she will be escorted from the premises immediately. Any personal property, plus their final paycheck, if applicable, will be given to the Employee upon receipt of all Muirfield owned property. If an Employee fails to return Muirfield owned property, the value of such property may be deducted from the Employee's last paycheck.

The General Manager may provide an opportunity to all Employees leaving Muirfield to have an exit interview.

SECTION 8: EMPLOYEE BENEFIT PROGRAMS

8.1 Overview

Benefits provided to Employees are provided at the will of Muirfield. Muirfield reserves the right to modify or eliminate benefits without notice under conditions of law. The benefits listed herein are intended to be a general description only. Details of specific benefits are outlined in the documentation for the benefit program.

8.2 Eligibility

To qualify for benefits an Employee must be a regular Employee, whether full-time or part-time. PTO is awarded on a pro rata basis upon hire. Muirfield reserves the right to, without notice, revise these eligibility requirements.

If you have questions contact the General Manager.

8.3 Paid Holidays

Muirfield follows the federal holiday schedule for all regular full-time and part-time Employees. Holidays falling on Sunday will be observed on the following Monday, those falling on Saturday will be observed the preceding Friday, excluding Christmas Eve and New Year's Eve. If Christmas Eve and/or New Year's Eve falls on a Saturday or Sunday, no PTO will be provided.

8.4 Paid Time Off (PTO)

Muirfield provides PTO to regular full-time and part-time Employees, in addition to Paid Holidays. PTO is defined as any day off used for vacation, illness, personal, or any other reason including non-paid holidays.

The amount of PTO Muirfield provides to each regular full-time and part-time Employee is dependent on years of service to Muirfield and is calculated from January 1 to December 31 each year.

Temporary and seasonal Employees receive no PTO.

PTO must be scheduled at least 48 hours in advance. If an Employee requires unplanned PTO, he or she must notify his/her supervisor or the General Manager as outlined in Item 4.3. In addition, no Employee may take more than 5 days off in a one month time period without the prior approval of the supervisor. Workloads are considered when choosing to grant or deny these requests. Paid holidays that occur during a vacation are not deducted from the total allocated time.

PTO may not be carried over to the following calendar year. Employees will not be paid for more than the amount of PTO allotted at the beginning of each year. Any time off after the annual amount allocated will be considered unexcused and will be deducted from pay. **Likewise, upon termination of employment with Muirfield (whether voluntary or involuntary) unused PTO will be forfeited.**

8.5 Jury Duty Leave

Muirfield realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All employees will be allowed time off to perform such civic service as required by law. Upon receipt of a jury duty notice, a copy should be immediately submitted to the General Manager. If the required absence presents a serious conflict for management, you may be asked to try to postpone your jury duty.

If you are called to serve jury duty, you will be given the time off. Muirfield will compensate the difference between the jury duty stipend and your regular hourly rate during jury duty time. To do so, employees must turn in court time/duty slips and copy of any stipend paid to them. All health benefits will continue during the period of your jury duty.

8.6 Group Medical Insurance

Muirfield may pay the premium cost for eligible regular, full-time Employees' group medical coverage. Details of the plan are available through the General Manager. Note that plan details may change without notice.

8.7 Workers' Compensation

All Employees will exercise caution to protect themselves as well as their fellow Employees. Employees injured on the job must immediately report the injury to the supervisor or General Manager and fill out an injury report.

An Employee's failure to promptly report an injury in the Workplace may result in disciplinary action against the Employee. Employees who are injured on the job may be required to submit to a drug and/or alcohol test.

All Employees are covered by the Ohio's Workers' Compensation Act. All premium costs are paid by Muirfield. If you are injured in the course of your work, it may be considered an industrial accident and processed under the Ohio's Workers' Compensation system. To learn more about the Workers' Compensation program, visit the web at: <http://www.ohiobwc.com>.

On allowed claims, the Bureau of Workers' Compensation pays for lost work time, medical bills, and disability claims based on a formula set by state law. Claims are paid directly to Employees. All Employees are expected to return to work immediately upon release by their physician.

If you are absent from work due to a Workplace injury pursuant to the Ohio's Workers' Compensation Act, you are obligated to timely respond to all requests by Muirfield for relevant information regarding your condition, work status, and the anticipated duration of your leave from work.

8.8 Health Insurance and Benefits Continuation

Muirfield, in accordance with federal law, offers continued medical benefits to Employees who lose eligibility for coverage due to termination or other qualifying events. The Consolidated Omnibus Budget Reconciliation Act ("COBRA") provides Employees and their qualified beneficiaries the opportunity to continue health coverage under Muirfield's health plan when a qualifying event occurs. The Employee pays the full cost for coverage at our group rate, plus an administration fee.

Moreover, in the event of divorce, legal separation, or a child's loss of dependent status, you must notify the plan administrator within 30 days of the occurrence of the event to receive continued medical benefits. In the case of separation of employment, the General Manager will notify the individuals eligible for continuation coverage of the right to elect COBRA continuation coverage and provide details for applying at the time an Employee loses eligibility.

SECTION 9: LEAVES OF ABSENCE

9.1 Personal Leave of Absence

Muirfield will make every reasonable effort to consider personal leave of absence requests. Employees must apply for unpaid personal leave of absence authorization to the General Manager. Many factors are considered when determining eligibility for personal leave of absence that is granted or denied solely at the discretion of the General Manager.

9.2 Military Leave

Any Employee who joins the armed services will be granted military leave of absence without pay consistent with applicable federal and state laws. Employees leaving for such a leave will receive any accrued PTO at the time the leave commences. Employees returning from active military duty must apply for reinstatement within the time period dictated by the Uniform Services Employment and Reemployment Rights Act of 1994.

Except in the event of changed circumstances or where provided otherwise by law, all Employees on an approved military leave will be returned to the same comparable position, provided all requirements have been met, the Employee is qualified for the position, and the Employee is capable of performing that position. If an Employee is separated from the armed forces under other than honorable conditions, his/her reinstatement rights terminate.

Any Employee who requires a military leave to perform reservist or national guard duties will be granted a military leave of absence without pay in accordance with applicable federal and state laws unless the Employee elects to receive any accrued PTO during the leave or in the case of exempt Employees who work a portion of the week during the time they are on military leave. At the time the leave is requested, the Employee must notify the General Manager in advance of his/her training schedule and anticipated return to work date, and the Employee must return to work on his/her next scheduled work day following his/her return from reservist duties.

9.3 Work During Approved Leave

Employees, during an approved leave of absence, are not permitted to work for another employer, with the exception of public service or military leave. If an Employee is found to be working during an approved leave of absence, the Employee may be disciplined, up to and including termination.

SECTION 10: COMPENSATION AND PAYROLL

10.1 Compensation

Compensation for employment is based on performance. Rates and salaries are established by the General Manager. Wage adjustments are based on performance, growth, and productivity. All requests for wage adjustments and/or promotions will be considered by the General Manager.

Employees are not guaranteed wage adjustments, tenure, or retirement benefits. Salary information is strictly confidential. Only the individual Employee, his/her designated supervisor, Board of Directors, and Employees who process payroll and benefit administration will have access to the Employee's salary information. Employees are not to disclose their salaries to other persons. Employees who have access to salary information in the course of their duties must handle the information with extreme care to ensure confidentiality.

10.2 Payroll Schedules

Employees are paid bi-weekly or weekly depending on their department. In the event payday falls on a holiday or weekend, paychecks will be distributed the day prior. If the regular payday falls on a holiday, Employees will be paid on the last business day before the holiday. In the event you are unable to pick up your paycheck, someone else may pick it up for you provided Muirfield has written authorization from the Employee to do so for a specific pay period.

10.3 Your Paycheck

Payroll checks are distributed on or close to the established date in the Payroll Schedule section of this Handbook. Federal, state, and any other required taxes will be withheld from wages as well any voluntary deductions.

10.4 Lost Paychecks

If an Employee loses or misplaces his/her paycheck and subsequently requests a replacement check, the current bank charge for stop payment of the original check (approximately \$35.00) is the Employee's responsibility. The bank charge will be deducted from the replacement check.

SECTION 11: MISCELLANEOUS

11.1 Reimbursement of Expenses

Expenses to be reimbursed by Muirfield must be approved by your supervisor or the General Manager prior to the expenditure. To receive reimbursement you must furnish the General Manager the receipts for all expenses.

Muirfield appreciates your expenditures on behalf of Muirfield and will make every effort to reimburse you in a timely fashion.

11.2 Reporting Personal Information Changes

Employees must notify the General Manager whenever there is a change in their personal information on file with Muirfield. This includes address, phone number, income tax withholding information, emergency contacts, and if applicable, any information that may impact your insurance coverage(s).

11.3 Gifts, Entertainment, and Meals

Muirfield Employees and their families are not allowed to receive business gifts, favors, meals, or entertainment to or from any resident with a value of \$50.00 or more unless approved by the General Manager.

11.4 Personal Property

Muirfield is not responsible for personal property of Employees in the office, Workplace, vehicles, or parking areas. Any personal items brought to the office and/or Workplace deemed inappropriate by Muirfield, will be removed without notice, but returned to the Employee. As always, be considerate of Muirfield's image as well as your image with residents and fellow Employees. Please keep all personal valuables (purses, wallets, phones, etc.) out of sight.

11.5 Political Signs Prohibited

Employees must be mindful of potential business visitors, residents, and guests within the work area on any given day. Accordingly, Muirfield does not permit Employees to display political signs in the Workplace.

11.6 Procedures Governing Situations Not Specifically Covered

Should an issue arise that is not covered by one or another of the procedures in this document, or other Muirfield policies, the matter will be handled directly by the General Manager. Furthermore, the General Manager's decision with respect to the issue will be final.

11.1 Reporting Personal Information Changes

Employees must notify the General Manager whenever there is a change in their personal information or the way they hold the initial address phone number, e-mail address, emergency contacts, and if applicable, any information that may impact your business coverage.

11.1.1 Title, Employment, and Status

Should a change in title, position, or status occur, you must notify the General Manager within 30 days of the change. Failure to do so may result in a loss of coverage.

11.1.2 Personal Property

Should you be responsible for personal property of employees in the office, warehouse, vehicle, or parking garage, you must notify the General Manager within 30 days of the change. Failure to do so may result in a loss of coverage.

11.2 Potential Legal Violations

Employees must be made aware of potential legal violations, including but not limited to, sexual harassment, discrimination, and other violations. Failure to do so may result in a loss of coverage.

11.3 Transfer or Changing Locations for Specific Coverage

Should you wish to transfer or change locations for specific coverage, you must notify the General Manager within 30 days of the change. Failure to do so may result in a loss of coverage.

APPENDIX 1
HARASSMENT, SEXUAL HARASSMENT, AND RETALIATION ACKNOWLEDGEMENT

I acknowledge that I have received and read Muirfield Association, Inc. (herein after the "Muirfield") policies on discrimination, harassment, and sexual harassment. I understand that discrimination or harassment will not be tolerated at Muirfield. I acknowledge that if I engage in such behavior, I may be disciplined, up to and including termination.

I understand that I am expected to participate in any investigation into discrimination, harassment, and sexual harassment. I further understand that I will not be retaliated against for reporting discrimination, harassment, or sexual harassment, and that adverse action will not be taken against me because I, in good faith, report or participate in the investigation of a violation of this policy.

I understand the capitalized terms referenced in this Appendix are defined in the Muirfield Association, Inc. Employment Handbook dated April 2013 or any revisions thereafter.

Employee name (please print) _____

Signature

Date

APPENDIX 1
HARASSMENT, SEXUAL HARASSMENT, AND RETALIATION KNOWLEDGE

I understand that I have received and read the Harassment, Sexual Harassment, and Retaliation Policy (the "Policy") and I agree to be bound by its terms. I understand that the Policy is intended to provide a safe and healthy work environment for all employees and to prevent and eliminate harassment, sexual harassment, and retaliation in the workplace. I understand that the Policy is intended to provide a safe and healthy work environment for all employees and to prevent and eliminate harassment, sexual harassment, and retaliation in the workplace.

I understand that I am required to participate in any investigation or disciplinary proceeding initiated by the Employer. I understand that I will not be retaliated against for reporting harassment, sexual harassment, or retaliation. I understand that the Employer will not be liable for any damages, including reasonable attorney's fees, if I report in good faith to the Employer or to a governmental agency.

I understand that the Employer will not be liable for any damages, including reasonable attorney's fees, if I report in good faith to the Employer or to a governmental agency.

Employee Name (Please Print)

Date

Signature

APPENDIX 2 EMPLOYEE TECHNOLOGY ACCESS AGREEMENT

As a condition of your continued at-will employment at Muirfield Association, Inc. (hereinafter the "Muirfield") and having access to its communications technologies and information systems, you must agree to all of the terms in this access agreement. By signing this agreement, you acknowledge and consent that when you access, either through Muirfield-owned or personal devices, Muirfield computer technologies and information system:

1. You are accessing an information system that is owned by Muirfield and is provided for Muirfield-authorized use only as explained in its current policies;
2. You consent to the following conditions:
 - a. General Manager and/or his/her authorized designees routinely access, intercept, monitor, capture, or observe (in real time or by recording, including logging, video, digital, and/or audio) all communications, usage, and information in its information system (including communication systems not yet developed) to ensure compliance with Muirfield, to assess and improve Employees individual performance, residential relations, and the quality of services provided by Muirfield and to ensure the proper working order, the security of Muirfield and residential data, the appropriate use by Employees, to investigate complaints and/or suspected misconduct, and to retrieve the contents of any information in Muirfield information systems and equipment. You consent to these actions whether or not you are notified at the time they are occurring.
 - b. Smart-phones, tablets, and similar devices used for remote/mobile access to Muirfield information systems must allow/support the ability to send a remote command to destroy all data on the Smartphone/device in the event the Smartphone/device is lost, stolen, no longer authorized to access Muirfield information systems, or when Muirfield deems it necessary to protect Muirfield and/or residential information. You understand and agree that you are responsible to keep up-to-date backups of personal information on your Smartphone/device.
 - c. If you are not exempt from overtime pay, you are not permitted to access Muirfield information systems during non-working hours without prior permission by your supervisor or General Manager.
 - d. You may not access Muirfield information systems or transmit or review business communications while operating a motor vehicle.
 - e. Muirfield may restrict your access to any site or Muirfield-controlled system without notice.
 - f. At any time, Muirfield, or its authorized designees, may inspect, capture, and/or take data stored on its information system.
 - g. Communications using, or data stored on, Muirfield's information system are not private, and are subject to routine monitoring, interception, capture, and search, and may be disclosed or used for any Muirfield-authorized purpose.

h. Muirfield information systems includes security measures (e.g., authentication and access controls) to protect Muirfield interests, not for personal benefit or privacy.

i. Nothing in this agreement will be interpreted to limit my consent, or in any other way restrict or affect, any Muirfield actions for purposes of network administration, operation, protection, or defense, or communications security. This includes all communications and data on an information system, regardless of any applicable privilege or confidentiality.

3. You agree not to disclose or allow any other person to use your access codes to Muirfield information systems.

I have received and have read the contents of Muirfield's Computer Systems and Electronic Mail policy, Communications Technologies Acceptable Use policy, and this Employee Technology Access Agreement. In consideration of my continued at-will employment with Muirfield and continued access to its information technology resources, I agree to abide by the terms and conditions stated in the Handbook and this agreement.

Employees who are not exempt from overtime pay are not permitted to access Muirfield information systems during non-working hours.

Exempt Employees may have to conduct work business while away from the Workplace. Exempt Employees are not permitted to access Muirfield information systems or otherwise conduct work-related business by texting or emailing while operating a motor vehicle under any circumstances, whether on a company-issued or personal mobile/Smartphone. Additionally, Employees are not permitted to conduct work-related business by talking on their mobile phones while driving without a hands-free device under any circumstances.

I understand that I have no expectation of privacy when using Muirfield resources and that all Employees using Muirfield information technology resources are subject to having activities on the system monitored and recorded. I expressly consent to such monitoring and recording.

I understand that if I violate the terms and conditions contained in this Employee Technology Access Agreement and Muirfield's Computer Systems and Electronic Mail policy, the Communications Technologies Acceptable Use policy, that violation may result in disciplinary action, up to and including termination, and/or legal action being taken against me.

I understand the capitalized terms referenced in this Appendix are defined in the Muirfield Association, Inc. Employment Handbook dated April 2013 or any revisions thereafter.

Employee Name (print) _____

Signature

Date

**APPENDIX 3
SOCIAL MEDIA POLICY ACKNOWLEDGEMENT**

I have reviewed Muirfield Association, Inc. (“Muirfield”) Social Media Policy in the Muirfield Association, Inc. Employee Handbook (“Handbook”), that includes a wide variety of social media, including social networking sites such as Facebook; blogs and microblogs including Twitter; content communities such as YouTube or picture sharing sites; collaborative products such as Wikipedia; virtual social worlds such as Second Life; and virtual game worlds such as World of Warcraft. I understand that I am prohibited from using social media to:

- Violate Muirfield’s information and technology resources and communications systems policies.
- Violate Muirfield’s confidentiality and proprietary rights policies, failing to maintain the confidentiality of Muirfield’s trade secrets and private or confidential information, or posting internal reports, policies, procedures, or other internal business-related confidential communications.
- Circumvent Muirfield’s ethics and standards of conduct policies.
- Post information about Muirfield, fellow Employees, residents, suppliers, vendors, or people working on behalf of Muirfield.
- Harass or bully other Employee in any way.
- Circumvent policies prohibiting unlawful discrimination against current Employees or applicants for employment.
- Violate Muirfield’s privacy policies (for example, accessing private password protected sites of fellow Employees without permission).
- Violate any other laws or ethical standards (for example, using social media in a false or misleading way, such as by claiming to be someone other than yourself or by creating an artificial “buzz” about our business).

I understand that I am permitted to use Muirfield’s information and technology resources and communications systems only for appropriate business purposes. I therefore agree that I will not engage in any conduct that violates Muirfield’s Social Media policy, as articulated in the Handbook.

I further understand that social media interaction follows the same rules as any other interaction with respect to discrimination and harassment, or any other Muirfield policies or Employee obligations.

I understand that if I violate a Muirfield policy, I will be subject to corrective action, up to and including termination of employment.

I understand the capitalized terms referenced in this Appendix are defined in the Muirfield Association, Inc. Employment Handbook dated April 2013 or any revisions thereafter.

Employee Name (print) _____

Signature

Date

EMPLOYEE POLICY STATEMENT

The following policies are intended to provide a general overview of the policies and procedures that apply to all employees of the Company. These policies are not intended to constitute an employment contract, and they may be amended or modified at any time without notice. Employees are expected to read and understand these policies and to comply with them. If you have any questions about these policies, please contact your supervisor or the Human Resources Department.

The Company is an equal opportunity employer. We do not discriminate on the basis of race, color, religion, sex, age, national origin, or disability in our hiring, promotion, or other employment practices. We are committed to creating a diverse and inclusive workplace where all employees can contribute to our success.

The Company's policies are designed to ensure a safe and healthy work environment for all employees. We require all employees to follow safety protocols and use proper lifting techniques. We also have a strict no-tobacco policy in the workplace. Employees who violate these policies may be subject to disciplinary action, up to and including termination.

The Company's policies are also designed to ensure a productive and efficient work environment. We require all employees to arrive on time for work and to complete their assigned tasks. We also have a strict no-work-related phone use policy. Employees who violate these policies may be subject to disciplinary action, up to and including termination.

The Company's policies are also designed to ensure a professional and respectful work environment. We require all employees to treat each other with respect and to avoid any form of harassment or discrimination. We also have a strict no-retaliation policy. Employees who violate these policies may be subject to disciplinary action, up to and including termination.

**APPENDIX 4
EMPLOYEE HANDBOOK AND AT-WILL ACKNOWLEDGEMENT**

I acknowledge that I have received a copy of Muirfield Association, Inc. (hereinafter the "Muirfield") Employee Handbook (the "Handbook"). I understand that this Handbook replaces any and all prior verbal and written communications regarding Muirfield's working conditions, policies, procedures, appeal processes, and benefits.

I understand that the working conditions, policies, procedures, and benefits described in this Handbook are confidential and may not be distributed in any way nor discussed with anyone who is not an Employee of Muirfield.

This Handbook describes my obligations as an Employee of Muirfield and I am to be familiar with its contents. I understand that if I have questions or concerns at any time about the Handbook, I will consult the General Manager for clarification.

All Employees are deemed 'at-will' Employees who are subject to all of the provisions of the doctrine of at-will employment in Ohio. I acknowledge that the Handbook contains an At-Will Employment Policy that explains:

- **Either Muirfield or I can terminate my employment relationship at any time, with or without cause, and with or without notice;**
- That this employment-at-will relationship is in effect regardless of any other written statements, policy, procedure, practice, or form contained in this Handbook, in any other Muirfield documents, or in any verbal statements to the contrary; and

Finally, I understand that the contents of this Handbook are simply policies and guidelines. This Handbook is not a contract or implied contract with Employees, nor do any provisions of this Handbook create a contractual relationship between Muirfield and its Employees. I further acknowledge that the contents of the Handbook may change at any time.

I understand the capitalized terms referenced in this Appendix are defined in the Muirfield Association, Inc. Employment Handbook dated April 2013 or any revisions thereafter.

I have read and understand the contents of this Handbook and will act in accord with these policies and procedures as a condition of my employment with Muirfield. **By signing below, I acknowledge I received a copy of this Handbook, and that I understand my status as an at-will Employee.**

Employee name (please print) _____

Signature

Date