



PERSONNEL HANDBOOK

2009

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INTRODUCTION

About the Handbook

Star Island Corporation's intent is to create an employment environment that is fair, humane, and responsible. To that end, Star Island Corporation (SIC) has created this handbook, which contains policies and procedures that govern employment practices, outline legal obligations and provide guidelines for personnel decisions at SIC. It is also a practical guide for employees to attain information about workplace practices, benefits available to them as SIC employees, and other pertinent personnel information.

Every employee is required to review this employee handbook upon hire or its amendment, and to acknowledge its receipt and an understanding of the policies within.

The policies of the handbook have been developed at the discretion of management and, except for its policy of employment-at-will and those policies determined by federal or state law, may be amended or cancelled at any time, at SIC's sole discretion.

This handbook is designed to work in conjunction with the Star Island Corporation Board Personnel Policy, and all policies within this handbook must be compliant with the Personnel Policy at all times. To receive a copy of the Personnel Policy, contact SIC's Human Resources Director.

SIC anticipates reviewing the policies herein annually in a process that will allow for substantial staff feedback. In the interim, SIC encourages employees to regularly share their suggestions and comments through their supervisor or directly to SIC's HR Director.

These policies supersede all existing policies and practices and may not be amended or added to without the express written approval of the Chief Executive Officer of SIC.

About Star Island

Star Island is a membership corporation whose approximate 300 members meet annually. It is governed by a thirteen-member board of directors and has several standing committees.

Our mission since 1916 is to hold and administer Star Island and other properties we own for educational, religious, and kindred purposes.

Culture of Employment at Star Island

Star Island is a unique place. Working for SIC brings with it benefits beyond the typical wage and benefit package though SIC does strive to offer competitive compensation. SIC is a place of natural and rugged beauty and each employee is able to share in the experience of Star Island's location and its environment.

At work, SIC promotes a culture that stimulates openness, interpersonal communication, professionalism and a high appreciation for process. Employees are recognized for their hard work and the skills they bring to the job.

The seasonal nature of Star Island's business means employment at SIC is transitional for many of its employees. SIC strives to counter this transitional nature by cultivating an environment that is welcoming to all employees regardless of the length of their

employment. Part of that is involving year-round as well as seasonal employees in short and long range planning for the organization.

EMPLOYMENT

Employment at Will

Star Island does not offer guaranteed employment. Either SIC or the employee can terminate the employment relationship at any time, with or without cause, with or without notice so long as there is no violation of applicable federal or state law.

This at-will employment relationship exists regardless of any other written statements or policies contained within this Employee Handbook or any other SIC documents or any verbal statement to the contrary.

Equal Employment Opportunity

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at SIC will be based on merit, qualifications, and abilities. SIC does not discriminate in employment opportunities or practices on the basis of age, sex, race, creed, color, marital status, familial status, sexual orientation, physical or mental disability or national origin or any other characteristic protected by law.

This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of the Chief Executive Officer (see *Grievance Procedure* under **Communications** for details). Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

Americans with Disabilities Act

SIC is committed to complying fully with Americans with Disabilities Act (ADA) and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

Hiring procedures have been reviewed and established to provide persons with disabilities meaningful employment opportunities. Pre-employment inquiries are made only regarding an applicant's ability to perform the duties of the position. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.

Reasonable accommodation is available to all disabled employees, where their disability affects the performance of job functions. Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) as well as in job assignments, classifications, organizational structures, position descriptions, lines of progression and seniority lists.

SIC is also committed to not discriminating against any qualified employees or applicants because they are related to or associated with a person with a disability. SIC follows applicable or pertinent New Hampshire state or local law that provide individuals with disabilities greater protection than the ADA.

This policy is neither exhaustive nor exclusive. SIC is committed as fully as practical, to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, state, and local laws.

Anti-Discrimination Policy

SIC does not discriminate in policy or in practice against any of its employees because of age, sex, sexual orientation, race, creed, color, marital status, familial status, physical or mental disability or national origin.

SIC policies comply with federal and state anti-discrimination laws including Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, the Americans With Disabilities Act, the Equal Pay Act, and New Hampshire's RSA 354-A.

Immigration Law Compliance

SIC is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with SIC within the past three years, or if their previous I-9 is no longer retained or valid.

Employees with questions or seeking more information on immigration law issues are encouraged to contact the HR Director. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

Occupational Safety and Health Administration

SIC is committed to providing a safe and healthy work environment for its employees. SIC adheres to all relevant state and federal safety laws, including those of the Occupational Safety and Health Administration and the New Hampshire Department of Labor.

Accordingly, SIC has created a safety program that encourages accident prevention and safety awareness. Such a program helps maintain a healthy and safe work environment and promote good safety and health practices by the staff. Unsafe or unhealthy conditions should be communicated by employees to their supervisor or the safety officer.

Employment Categories

Employment classifications are provided so that employees understand their employment status and benefit eligibility. The following classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at will at any time is retained by both the employee and SIC.

Each employee is designated as either NONEXEMPT or EXEMPT from federal and state wage and hour laws.

1. NONEXEMPT employees are typically entitled to overtime pay under the specific provisions of federal and state laws. However, non-exempt employees of seasonal businesses, such as SIC, are not eligible. Hence, SIC does not pay overtime to its employees, though employees are paid at their regular hourly wage for all hours worked, including those over 40. Non-exempt positions typically include Pelican positions both supervisory and non-supervisory positions or technical/specialized positions that are non-management (i.e. island registrar).
2. EXEMPT employees are excluded from specific provisions of federal and state wage and hour laws. An employee's EXEMPT or NONEXEMPT classification may be changed only upon written notification by SIC management. Exempt positions typically include program or department heads or technical/specialized positions that are management (i.e. purchasing agent).

In addition to the above categories, each employee will belong to one other employment category:

1. FULL-TIME/YEAR-ROUND employees are those who are not in a temporary, part-time, part-time/year-round position or probationary status and who are regularly scheduled to work SIC's full-time schedule, which is a minimum of 40 hours per week. Generally, they are eligible for SIC's benefit package, subject to the terms, conditions, and limitations of each benefit program.
2. PART-TIME/YEAR-ROUND employees are those who are not assigned to a temporary or probationary status and who are regularly scheduled to work less than 40 hours per week. Part-time employees will receive all legally mandated benefits (such as Social Security and workers' compensation insurance). They are also eligible for some SIC benefit programs on a pro-rated basis based on the number of hours worked. (See the **Employee Benefits** section for details regarding the prorating of benefits).
3. PROBATIONARY employees are those whose performance is being evaluated to determine whether further employment in a specific position or with SIC is appropriate. Typically probationary periods are used when an employee is new or when an employee transfers into a new position. The decision to institute a probationary period is approved by the Chief Executive Officer and typically last for 3 months. Employees who satisfactorily complete the probationary period will be notified in writing of their new employee classification. If an employee does not satisfactorily complete the probationary period, employment may continue under an extended probationary period or be terminated. If an employee transferred to a new position in which he/she did not satisfactorily complete the probationary period, reinstatement to the employee's prior position may be offered if appropriate and/or feasible but is not guaranteed

For new employees, insurance benefits will begin according to the terms and conditions detailed under the individual benefit categories. However, leave benefits, excepting holiday and sick leave, cannot be used while the employee is in probationary status; leave benefits will accrue from date of hire. This delay in benefits does not apply to employees in probationary status due to a transition in position within the organization.

4. SENIOR SEASONAL (FULL-TIME and PART-TIME) employees are typically hired to support the organization's conference season. Employment assignments in this category are mostly of a limited duration and typically extend from 3 months to 6 months. Employment beyond any initially stated period does not in any way imply a change in employment status. Seasonal employees retain that status unless notified by SIC management in writing of a change. Seasonal employees will receive all legally mandated benefits (such as workers' compensation insurance and social security); they may also be eligible for other SIC benefits programs (see the **Employee Benefits** section for details regarding benefit eligibility for seasonal employees).
5. PELICAN (FULL-TIME and PART-TIME) employees are typically hired to support the organization's conference season. Employment assignments in this category can be as short as a few days or as long as 8 months. Employment beyond any initially stated period does not in any way imply a change in employment status. Pelican employees retain that status unless notified by SIC management in writing of a change. Pelican employees will receive all legally mandated benefits (such as workers' compensation insurance and social security); they may also be eligible for other SIC benefits programs (see the **Employee Benefits** section for details regarding benefit eligibility for Pelican employees).

Employment of Relatives

The employment of relatives in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried into day-to-day working relationships.

Notwithstanding the above, employment at Star Island, by its very nature, is a place where two or more members of a family may be employed at the same time. While the intent of this policy is to insure fair treatment of all employees, the policy is not intended to discourage the hiring of relatives. Employed relatives, however, may not be in a direct supervisory relationship. To insure objective oversight and adherence to the intent of this policy, prior to the hiring of a relative of an existing employee, the Chief Executive Officer shall be informed of such personnel decisions at least one week prior to hire. If, in the opinion of the Chief Executive Officer, the proposed employment or assignment contradicts the intent of this policy, he/she can mandate an alternative reporting relationship and/or prevent the hire if an alternative reporting relationship is not feasible. In the instance the applicant is related to the Chief Executive Officer, the same process will be followed with the Board Chair acting in place of the CEO.

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.

COMPENSATION

Wages

SIC provides employees with compensation packages comprised of wages and benefits (see **Employee Benefits** section of this handbook for details regarding specific benefits

available to your employee classification). Wages are determined based on the relative difficulty and responsibility of the position, prevailing wages for similar positions within relevant and comparable employment markets and other economic considerations, such as the financial resources of SIC.

There are several ways in which an SIC employee can earn wages or their salary, which is based on the employee's classification as a non-exempt or exempt employee:

Non-exempt employees earn an hourly wage. Hourly employees are paid an hourly rate and earn wages for every hour worked. They are generally expected to work a set number of hours per week.

Exempt employees earn an annual fixed salary. It is generally expected that an exempt employee will work a full-time schedule unless it is determined that their position is $\frac{3}{4}$, $\frac{1}{2}$ or some other percentage of full-time.

Paycheck Distribution

All employees are paid weekly on Friday. Each paycheck will include earnings for all work performed through the end of the previous payroll period, which ends the preceding Friday at 11:59PM.

In the event that a regularly scheduled payday falls on a day off such as a holiday, employees will receive their pay on the last day of work before the regularly scheduled payday.

Direct deposit of an employee's paycheck is available and can be activated with written authorization from the employee. If an employee elects to use direct deposit they will receive an itemized statement of wages rather than a paycheck.

Pay Advances

SIC does not provide pay advances on unearned wages to employees except in the following conditions. Seasonal employees who are living on Star Island may receive a pay advance during their first week of employment only. Such an advance will be accompanied by a written loan agreement and is to be paid back to SIC within two weeks of the date of issue. The loan may be repaid by payroll deduction at the employee's discretion.

Pay Deductions

The law requires that SIC make certain deductions from every employee's compensation. Among these are applicable federal, state, and local income taxes. SIC also must deduct social security taxes on each employee's earnings up to a specified limit that is called the Social security, "wage base." SIC matches the amount of Social Security taxes paid by each employee.

Employees may elect to have additional deductions taken from their paycheck. Such deductions can be related to benefit plans offered by SIC, such as its 403(b) annuity plan or a Section 125 (flexible benefits) plan to provide pre-tax dollars to employees for medical and childcare expenses. Each voluntary deduction requires a signed authorization form from the employee. For details of these plans see the section for each type of benefit plan under the **Employee Benefits** section.

Per New Hampshire state law SIC cannot make deductions from employees paychecks for items purchased via credit at its retail operations.

If you have questions concerning why deductions were made from your paycheck or how they were calculated see the Finance Director.

Administrative Pay Corrections

SIC takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday.

In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the Finance Director so that corrections can be made as quickly as possible.

ON THE JOB

Work Schedule

Work Hours

The workweek for SIC starts on Saturday at 12:00am and ends on Friday at 11:59pm. An employee working at 12:00am on a Saturday is in his/her first hour of work for that week and the last hour if working on Friday at 11:59pm.

The required work schedules for employees vary throughout the organization. Supervisors will advise employees of their individual work schedules. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

Employees under the age of 18 shall not work more than 6 consecutive days or 48 hours in any one week. Supervisors will be informed by SIC if an employee under the age of 18 is under their supervision and will be responsible for ensuring this policy is adhered to.

Time Clocks & Time Sheets

SIC utilizes a time clock system to accurately record time worked of its employees; most nonexempt employees are required to utilize this system. Whether you are required to use the time clock system or time sheets, it is the responsibility of every employee to accurately record the time that they work.

Federal and state laws require SIC keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

- ❖ Nonexempt employees must accurately record the time they begin and end their work, as well as the beginning and ending time of each meal or break period that is 20 minutes or greater. For most of you this will be done via the time clock system. Instructions for utilizing the time clock system are posted at each time clock location. Employees should also record the beginning and ending time of any split shift or departure from work for other reasons.

If a non-exempt employee utilizes leave time, such as sick leave or bereavement leave, a “day off” slip should be completed then submitted to the Island Clerk.

The type of leave should be indicated, i.e. sick. See the Employee Benefits section for the rules regarding usage of leave time.

- ❖ Exempt employees should accurately record the number of hours they work each day. Exempt employees use a time sheet to record all hours worked. Leave time used in lieu of a work day should also be recorded on the time sheet, whether it was paid or unpaid leave. The type of leave should be indicated, i.e. vacation, sick, personal.

Supervisors must review the time records of the employees they supervise to verify their accuracy.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

Timesheets and leave requests of non-exempt employees that work on island (with a few exceptions) are submitted for payroll processing via the Island Clerk. Other employees are required to submit their time sheets directly to the Finance Director via email.

Attendance and Punctuality

To maintain a safe and productive work environment, SIC expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on SIC. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor as soon as possible in advance of the anticipated tardiness or absence.

Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment.

Meal and Rest Periods

Meal Periods

According to state law, every *non-exempt* employee is entitled to a thirty-minute meal break for every five hours worked. It is SIC policy to allow each non-exempt employee up to a one-hour meal break if the position allows. This break period is uncompensated and must be taken unless the following conditions exist:

1. The employee voluntarily forfeits the lunch break; supervisor approval is required.
2. The employee is able to eat while working in which case the employee will be compensated for the time.

The duration of an employee's lunch break will not be less than 30 minutes and is generally determined based on the requirements of the job. Some jobs will require a shorter meal break than others and some may require employees to eat while working. The lunch break determined for the employee's position will be communicated to the employee by his/her supervisor at the start of employment.

In scheduling lunch breaks, supervisors must accommodate the operating requirements of SIC but will attempt to schedule them in the middle of a shift whenever possible.

Employees will be relieved of all active duties and restrictions during meal periods and are free to leave the workplace to the extent it is possible.

If an employee is called to duty during a lunch break and as a result the lunch break falls below 30 minutes, the employee will be compensated for the time.

All uncompensated lunch breaks must be recorded on an employee's timesheet.

Rest Periods

State law does not require SIC offer any breaks beyond a 30-minute meal break for every five hours worked. However, it is SIC policy to offer a 15-minute rest break to Pelican staff that work at its island location. 15-minute rest breaks are compensated time and do not need to be recorded on an employee's timesheet. Due to the nature of the work for some Pelican positions, 15-minute rest breaks are not possible; for such positions, the employee will be notified upon hire if the position is eligible for a daily rest break.

If in an unusual circumstance a supervisor grants a 20+ minute rest break to an employee, it must be recorded on the employee's timesheet and treated as uncompensated time.

At the discretion of your supervisor, a rest break can be skipped to accommodate SIC's operating requirements.

Exempt Employees and Breaks

Generally, exempt employees are covered by the provisions of this policy in the sense that SIC assumes exempt employees will take lunch breaks or periodic rest breaks during their work day. SIC does not officially offer this option to exempt employees; rather, it is understood that exempt employees have the flexibility to exercise judgment both in how and when their work is done. The nature of an exempt employee's responsibilities may require irregular hours and work time beyond the typical eight hour day, so a greater emphasis is placed on meeting the responsibilities of the position rather than on working a specific number of hours or realizing a certain number of breaks.

Overtime

Overtime is a term used to describe hours worked over forty in a single week for non-exempt employees. SIC, based on its status as a seasonal business, is not required by law to pay overtime. All non-exempt employees will be paid for their hours worked.

Flexitime

Flexitime is the practice of adjusting an employee's weekly schedule to accommodate either the employer or employee's needs; such an adjustment is typically temporary. All SIC employees are eligible for flex time in certain circumstances, with the permission of the Supervisor.

Flexitime is available in some cases to allow employees to vary their starting and ending times on a particular day or to vary their work schedule to accommodate personal needs, such as childcare responsibilities. Flexitime, within employer defined limits, may be possible if a mutually workable schedule can be negotiated with the supervisor involved. However, such issues as staffing needs, the employee's performance, and the nature of the job will be considered before approval of flexitime. Employees should consult their supervisor to request the use of flexitime.

In some instances, SIC may institute a use of flextime, such as curtailing an employee's work week so that the employee does not exceed a maximum number of hours worked or to relieve an employee who due to unforeseen circumstances worked an excessively long day and might benefit from an extended rest period.

Telecommuting

Telecommuting is the practice of working at home or at a site near the home instead of physically traveling to a central workplace. It is a work alternative that SIC may offer to some employees when it would benefit both the organization and the employee.

Employees who believe telecommuting can enhance their ability to get the job done should submit a written request to their supervisor proposing how it will benefit SIC and themselves. The request should explain how they will be accountable and responsible, what equipment is necessary, and how communication barriers will be overcome.

The decision to approve a telecommuting arrangement will be based on factors such as position and job duties, performance history, related work skills, and the impact on the organization.

The employee's compensation, benefits, work status, work responsibilities, and the amount of time the employee is expected to work per day or per pay period will not change due to participation in a telecommuting program (unless otherwise agreed upon in writing).

The employee's at-home work hours will conform to a schedule agreed upon by the employee and his or her supervisor. If such a schedule has not been agreed upon, the employee's work hours will be assumed to be the same as they were before the employee began telecommuting. Changes to this schedule must be reviewed and approved in advance by the employee's supervisor.

During working hours, the employee's at-home work space will be considered an extension of SIC's work space. Therefore, workers' compensation benefits may be available for job-related accidents that occur in the employee's at-home work space during working hours. All job-related accidents will be investigated immediately.

SIC assumes no responsibility for injuries occurring in the employee's at-home work space outside the agreed-upon work hours. The employee agrees to maintain safe conditions in the at-home work space and to practice the same safety habits as those followed on SIC's premises

In the case of an injury while working at home, the employee will immediately report the injury to his or her supervisor to get instructions for obtaining medical treatment.

Telecommuting is an alternative method of meeting the needs of the organization and is not a universal employee benefit. As such, SIC has the right to refuse to make telecommuting available to an employee and to terminate a telecommuting arrangement at any time.

Transportation Disruptions

Because of the remote location of Star Island and the vagaries of marine transport, it may happen that an employee is unable to be transported to work. Non-exempt employees

that cannot be transported to the island in such a situation will not be compensated; however, they are not required to make up the missed work. In most instances, employees will be notified of transport issues by their supervisor. However, employees should also be proactive and communicate with the island if they become aware of any external indications that might impact transport (i.e., storms).

If an employee who lives on the island is working on the mainland when a transportation disruption occurs, alternative lodging and meal arrangements will be provided, under the following circumstances:

- ❖ The employee is scheduled to return to the island for work that same day or the day immediately following; and
- ❖ The employee does not have a mainland residence that they can reasonably return to; or
- ❖ It is not feasible for the employee to get to their mainland residence due to lack of available transport or because the employee is required to return to the island at the soonest possible opportunity requiring that the employee lodge in the immediate vicinity.

Alternative arrangements will be provided for up to 3 days maximum at which point the employee may be required to find alternative lodging and/or to return to their own primary residence. Alternative arrangements may include lodging with a Star Island employee or volunteer who lives in the Portsmouth area or overnight accommodations at a local hotel or motel and a \$30 meal per diem for each full day of layover. A partial meal per diem will be provided for less than a full day of layover as follows: \$5 for breakfast, \$10 for lunch and \$15 for dinner. A one time \$10 stipend will be provided to supply the employee with incidentals required for an overnight stay (i.e. toothbrush, toothpaste, deodorant, etc.).

During the conference season, Star Island's Front Desk maintains a list of mainland employees & volunteers with available lodging as well as list of acceptable commercial lodging facilities. The employee should make their lodging arrangements through the SIC front desk, if lodging is needed. During open-up and close-up of Star Island, SIC's Portsmouth office will serve as the primary resource for lodging arrangements for a transportation disruption.

The employee should check in with their supervisor, at least daily, to confirm continued lodging and/or transport arrangements.

Employees who have left the island for an overnight day off do not qualify for transportation disruption per diem. However, an employee on an overnight day off may utilize the employee/volunteer lodging network, if needed, by calling the Front Desk or SIC Office Manager in Portsmouth.

Emergency Closings

At times, emergencies such as severe weather, fires, power failures, or earthquakes, can disrupt company operations. In extreme cases, these circumstances may require the closing of a work facility.

Compensation during emergency closings that **last three days or less** is determined as follows:

For non-exempt and exempt employees, loss of time due to office or facility closure called by SIC management does not have to be made up.

Non-exempt employees who opt not to come to work due to weather or other conditions when the office is open can take annual leave, floating holiday, deduction from pay, or make arrangements to make up the time as determined by their supervisor. Work days/hours missed must be made up within two weeks.

SIC is not required to compensate non-exempt employees if it determines its operations must close. However, SIC will review such instances on a case-by-case basis and assess the feasibility and reasonableness of compensating non-exempt employees during a disruption in business operations.

Exempt employees who opt not to come to work due to weather or other conditions when the office is open can take annual leave, floating holiday, or make arrangements to make up the time as determined by their supervisor. Work days/hours missed must be made up within two weeks.

Exempt employees will be paid their weekly salary in the instance SIC is forced to close its operations.

Compensation and work make-up procedures during emergency closings that last three days or longer will be determined per occurrence.

Use of SIC Property

Use of Equipment

Employees use various types of equipment in the performance of their jobs at SIC. Equipment includes but is not limited to such items as: computers, cell phones, power tools, automobiles, golf carts, handheld radios, and appliances. Equipment is often expensive and may be difficult to replace. When using SIC equipment, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

An important first step for all employees is to familiarize themselves with the proper use of and care of any piece of equipment prior to its use. Some equipment cannot be used without prior training or clearance from the employee's supervisor. Employees will be informed of the protocols for the usage of specific equipment.

Please notify your supervisor if any equipment, machines, or tools appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. Your supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment used on the job.

It is SIC policy to provide employees with the equipment needed to do their jobs. If an employee damages or loses a piece of equipment through his/her own negligence, SIC may not provide the employee with a replacement; if the equipment is necessary for the job, the employee will be required to replace it themselves.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in disciplinary action, up to and including termination of employment.

Golf Cart (“Vic’s Vehicle”) Use

SIC provides a golf cart for the use of the following crews under the following circumstances:

Conference Services

- ❖ When a conferee or island visitor with physical disabilities needs to be transported between the pier, the front porch (cottage A side), the first aid station and the stone village.
- ❖ In the case of a medical emergency.

Night Crew

- ❖ In the case of a medical emergency.

Unless there is an emergency, the cart may only travel on the road between the areas listed above and to where it is parked under the front porch.

No other member of the Star Island staff is authorized to operate Vic’s Vehicle and under no circumstances should an employee under 16 years of age drive the golf cart.

Phone Use

SIC provides some employees with cell phones to enhance their ability to perform their job. SIC is charged by the minute for cell phone use. Employees should not use their cell phones for personal calls; however, limited use for family/personal communications related to work is acceptable. Use of any cell phones, either for personal or business use, is prohibited in common areas.

SIC also provides employees with access to a telephone on island and to telephones in the Portsmouth office. Employees may use SIC telephones for personal reasons but for a limited duration. Employees are expected to exercise discretion in the use of all SIC telephones. For personal calls that are expected to exceed a reasonable duration, employees should use their credit or calling card.

Computer Use

Computers, computer files, the e-mail system, and software furnished to employees are SIC property intended for business use. Employees should only use their computers in the course of doing business on behalf of SIC; however, limited use for personal computer needs is acceptable. SIC has the right to inspect employee’s computer files, emails and internet usage at any time.

SIC strives to maintain a workplace free of harassment and sensitive to the diversity of its employees. Therefore, SIC prohibits the use of computers and the e-mail system in ways that are disruptive, offensive to others, or harmful to morale. For example, the display or transmission of sexually explicit images, messages, and cartoons is not allowed. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or showing disrespect for others.

Any use of the computer for either personal or business use must be legal. Employees may only use SIC computers in accordance with applicable federal and state law and SIC

policy, including but not limited to a prohibition on the purchase of illegal materials and the accessing of child pornography.

Employees may only use software on local area networks or on multiple machines according to the software license agreement. SIC prohibits the illegal duplication of software and its related documentation. SIC also prohibits employees from downloading files from the internet or installing software programs for personal use or that have not been approved for business use by SIC.

Employees should notify their immediate supervisor upon learning of violations of this policy. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.

Handheld Radio (Job com) Use

Handheld radios are a necessary method of communication between staff while working on island. Handheld radios are not an entitlement. Every job does not require the use of a handheld radio and the process for determining who gets one is made through senior island staff and crew supervisors.

If it is deemed appropriate that an employee have a radio to perform his/her job, the employee should restrict its usage to job-related purposes and follow the provided usage protocols. Certain channels on the handheld radio are restricted use and as such need to be kept clear. Only emergency personnel may use the handheld radios during an emergency situation.

Employees should be aware that handheld radios are an open communication system and that the person they are conversing with is often not the only person able to hear the communication. Use discretion, brevity and courtesy in all radio communications.

Each employee provided a handheld radio must be familiar with Star Island's Handheld Radio Usage policy.

Postage Use

The use of SIC-paid postage for personal correspondence is not permitted.

Other Workplace Policies

Access to Personnel Files

SIC maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, pertinent correspondence, and any other federal and state employment records.

Personnel files are the property of SIC, and access to the information they contain is restricted. Generally, only supervisors and management personnel of SIC who have a legitimate reason to review information in a file are allowed to do so. All personnel files are kept in a locked file cabinet.

Employees who wish to review their own file should contact their supervisor. With reasonable advance notice, employees may review their own personnel files in SIC's offices and in the presence of an individual appointed by SIC to maintain the files.

SIC retains the right to black out any information in an employee's personnel file that relates to other employees.

All medical, workers' compensation, and I-9 records will be kept in a file(s), separate from the personnel file. These files are also kept in a locked file cabinet.

Anti-Harassment

SIC has both an anti-sexual harassment and an anti-nonsexual harassment policy which are included in this handbook in Appendix A and B respectively. Every employee is required to read these policies and acknowledge they have done so via the acknowledgement page of the Personnel Handbook.

Auto Mileage Reimbursement

All employees will be reimbursed for business usage of their personal cars, which can include extensive use of an automobile locally for SIC business or travel to and from meetings that are located away from Star Island's business office or its island location. Employees must acquire approval from their Supervisor or SIC's Finance Director prior to using their car for SIC business for which they will require reimbursement.

Employees will be reimbursed at the current Internal Revenue Services' mileage reimbursement rate. Employees are encouraged to use the most economical means of travel whenever possible, including carpooling. Employees will not be reimbursed for their daily commute to and from work.

Background Checks

SIC performs criminal background checks, sexual offender registry checks and driver record checks on certain exempt and non-exempt employees as part of an effort to provide a safe and secure environment and protect Star Island's assets.

It is the policy of SIC to conduct criminal background and sexual offender registry checks on all year-round employees and Senior Seasonal employees as well as any employees who will be working directly with children or youth. Sexual offender registry checks will be performed on all employees. SIC will also conduct driver record checks on any employee routinely required to operate heavy equipment, automobiles and/or marine vessels.

Applicants for the specified positions will be advised that a criminal background, sexual offender registry check and/or driving record check is a condition of employment, and that the determination of either a job-related conviction or falsified conviction information on the application may result in denial or forfeiture of SIC employment. Convictions disclosed or discovered in the employment process will only influence the selection of the applicant where such information is determined to be job-related. In making the determination of job-relatedness, consideration may be given to the recentness of the conviction, the frequency and severity of the crimes, the honesty of the candidate in disclosing the information, and the candidate's subsequent work history.

SIC recognizes that its interests in investigating employees' backgrounds must be balanced with the need to protect the privacy of employees and prospective employees. SIC policy, as well as state and federal laws, recognizes the individual's right to privacy and prohibits SIC employees from seeking, using, or disclosing information except

within the scope of their assigned duties. Any information related to personal history, including conviction records, must be maintained in confidence. Only those personnel involved in the employment process should be informed and on a need-to-know basis.

Current employees who are selected for a position identified as requiring a background check are also subject to this requirement. Further, checks may be required for individuals identified at any point in the hiring process as having potentially job-related convictions, or as having misrepresented their conviction history or driving record on the application.

A preliminary offer may be made to the selected candidate, contingent on the results of the check. However, the selected candidate will not normally be allowed to begin work before completion of the process.

Any applicant or employee asked to undergo a check will be required to fill out an authorization form entitling Star Island to perform the requisite checks.

Business Meals

Employees that live on island receive room and board, including meals as part of their total compensation. If an employee is required to be off island during the day and will thereby miss a meal, the employee can prepare a bag lunch in the kitchen. A lunch set-up area is available daily for employee use.

Employees who choose not to use the food options available to them are responsible for any food expenses incurred while working off island. SIC does not provide meal stipends. However, in the event an employee is unexpectedly delayed or required to work an extended day on the mainland either due to transport disruption or at the direction of their supervisor, a meal stipend in the amount of \$10, may be provided. Prior approval of the employee's supervisor is required for said meal expenditures to be reimbursed. This should not preclude the employee from planning ahead and utilizing on island food services when appropriate.

Portsmouth office employees who incur meal expenses when conducting business on behalf of Star Island may be reimbursed for said meal expense if it is pre-approved by the employee's supervisor.

Business Travel

SIC will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance by the employee's supervisor.

When an employee is away overnight on SIC business, SIC will pay for the employee's flight and hotel. SIC will also provide the employee with a per diem of \$50/day to cover the daily cost of meals, incidental living expenses and local transport during travel. Employees do not need to submit receipts for expenses covered by per diem though employees are expected to limit expenses to reasonable amounts. If you are traveling to a geographic location at which meal and incidental costs are likely to exceed the daily per diem, the employee may request additional per diem allowance in advance.

If travel expenses legitimately exceed the per diem amount, the employee may request reimbursement. If so, the employee should submit completed travel expense reports

within 30 days or their expenses will become ineligible for reimbursement. Reports should be accompanied by receipts for all individual expenses.

Child Abuse Policy

SIC has a child abuse policy which is included in this handbook in Appendix C. Every employee is required to read this policy and acknowledge they have done so via the acknowledgement page of the Personnel Handbook.

Conflict of Interest

Star Island Corporation maintains a business culture whereby we recognize the implicit and explicit value that employees, their family and friends can bring to Star Island. This conflict of interest policy is intended to balance that value with the corporation's desire to assure corporation financial and ethical interests are met in all areas of conducting business. The following procedures govern such business:

Employees have an obligation to conduct business in a manner that promotes Star Island Corporation's interests. Employees must disclose actual or potential conflicts of interest and participate in managing such conflicts in a manner that benefits the corporation. An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in personal gain for that individual, a relative or personal friend as a result of SIC's business dealings. 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.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that at the immediate start of the corporation's consideration of said transaction they disclose to their supervisor the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where an SIC employee, relative or personal friend has a significant ownership in a firm with which SIC does business, but also when an employee, relative or personal friend receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving SIC

In situations where there is actual or potential conflict of interest, the following rules shall be applicable:

For any business transaction under the amount of \$10,000 the Chief Executive Officer has sole discretion to allow or disallow said transaction, even and especially in areas where, absent a potential conflict of interest, a department head would typically make the decision. The Chief Executive Officer will use said discretion even in cases where the employee with the conflict is not the department head him or herself. Additionally, if intent is to enter into an ongoing business relationship of any financial scale, the Chief Executive Officer has sole discretion and will a) approve the transaction and b) periodically review the relationship as needed. All such transaction information, regardless of whether for goods or services, will comply with bidding and review processes outlined in the Fiscal Handbook.

For all transactions where the potential or actual conflict of interest is related to the Chief Executive Officer, the Treasurer will review and decide up on the transaction.

All year round staff and senior seasonal staff are required annually in June to answer and submit a pecuniary benefit transaction questionnaire.

Credit Card Use

SIC allows employees the use of purchases via corporate credit card. The Finance Director determines the need for an employee to have a credit card. You should only use a credit card if it is in your name or you have written authorization to make purchases with a credit card under another employee's name. The employee who has the card in his/her name is responsible for all charges made with the card and for the submission of receipts. Charges incurred without the submission of receipts are the responsibility of the named employee on the card.

Credit cards should not always be your first choice for making a purchase. SIC often has an account with a vendor or may have a store credit card. If you are uncertain as to the best method of payment ask the Finance Director. In most instances, the best way is to plan ahead giving SIC the time to make a purchase in the most cost-efficient way.

Drug and Alcohol Use

It is SIC's desire to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

While on SIC premises and while conducting business-related activities off SIC premises, no employee may use, possess, distribute, sell, or be under the influence of illegal drugs. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

Excessive drinking is not tolerated at Star Island. At all times, ALL employees must be able to evacuate themselves appropriately, and must not be a danger to themselves or others, whether there's an emergency or not.

Underage Drinking

Drinking in any amount by anyone under 21 is illegal and is not permitted on Star Island under any circumstances whether the employee is on or off duty.

In the event a staff member under the age of 21 consumes alcohol, the following process will be followed:

1. On the first such occurrence, the alcohol will be confiscated and a written warning will be issued (with a note to the employee's personnel file).
2. On the second such occurrence, the employee will be suspended or dismissed, subject to the judgment of management.

On Duty Drinking

Employees are not allowed to drink on duty *except* moderate consumption permissible in the course of duty at an SIC-sanctioned event where there is sanctioned alcohol (on or off-island), and then only if it does not interfere with on-duty responsibilities pertaining to the event. Examples might include a fundraising event, annual meeting, or corporation-sponsored staff dinner. Under no circumstances can employees consume excessively.

Off Duty, Off Premises Drinking

SIC does not regulate the off-duty, off-premises drinking of its employees. However, consumption of alcohol, to the extent it would impair your performance, should not be consumed prior to resuming your work shift for Star Island regardless of your work site location.

Off Duty, On Premises Drinking

Employees may drink while off duty in designated areas of the island. Excessive drinking is not tolerated at Star Island. At all times, ALL employees must be able to evacuate themselves appropriately, and must not be a danger to themselves or others, whether there's an emergency or not.

Staff and/or conference sanctioned spaces for the consumption of alcohol include all staff living quarters, the Underworld (except during meal times), Shack Deck, Nichols, Lindquist Deck, Newton Centre, Marshman, Brookfield, and the lawn in front of Vaughn Cottage.

Emergency Watch

Under no circumstances should alcohol be consumed four hours prior to the performance of emergency watch duty.

Policy Violations

Violation of the SIC's Drug and Alcohol Use policy will be treated as follows:

1. On the first occurrence, a written warning will be issued. The employee will be called to a meeting with their immediate supervisor and a senior staff member if the immediate supervisor is a Pelican. Pelicans may choose to have the duly elected Pel-at-Large attend this meeting. At the discretion of management, the Res Life Advisor may also attend meetings concerning Pelican employees. Please note that in the case of a Pelican employee the Island Manager may also be present and in the case of a year-round or senior seasonal employee the Chief Executive Officer may also be present.
2. On the second occurrence, the employee will be suspended or terminated.

At any time, under the discretion of SIC management, the above steps may be skipped and an employee who is suspected to be under the influence of excessive alcohol or controlled substances while performing services as an employee of SIC may be subject to immediate discipline up to and including dismissal.

If an employee is determined to have a possible drinking problem, the SIC will make reasonable attempts to connect the employee with appropriate counseling services.

Violations of this policy may also have legal consequences.

Reporting of Drug or Alcohol Violations

Any on-duty employee observing a violation of this policy must report the violation to a senior management member immediately.

Drug Testing

SIC may request an employee to submit to drug testing at any time in the event the employer has any reason to believe that the employee is in possession of or has consumed excessive alcohol or a controlled substance. Any employee who refuses to submit to a requested drug test without good cause shall be deemed to have terminated his/her employment with the SIC effective immediately.

Marine employees may be required to undergo drug testing according to rules and procedures determined by the United States Coast Guard. Employees affected by this requirement will be informed prior to hire.

Failure to comply with these policies will result in disciplinary action up to and including termination.

Employment Applications

SIC relies upon the accuracy of information provided by the employee in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in SIC's exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

Expense Reimbursement

Purchasing protocols are in place to assist employees in making required purchases and if followed should minimize the need for employees to expend their own funds. In the instance normal purchasing procedures cannot be followed (see the Finance Director for details), an employee will be reimbursed for any reasonable expenditure. Requests for reimbursement must be submitted with receipts and an expense reimbursement form to the Finance Director no later than 30 days from the date of purchase.

Fire Watch

Due to its remote location it is imperative SIC takes its life safety responsibilities seriously. While SIC abides by all the laws governing the sale and consumption of alcohol, clearly its obligations extend beyond legal requirements. Simply obeying the law does not insure safety. The following policy details the procedures developed to insure we provide the best protection and safety of our guests and employees.

At any given moment, 24 hours a day, seven days a week SIC must be fully capable of responding to an emergency or fire. *To that end it is the expectation that an employee on*

fire watch duty will consume no alcohol during the four-hour period preceding fire watch or during the 12-hour fire watch assignment.

Process:

During the daytime (between 8:00 AM and 8:00 PM), everyone responds to the fire alarm except for those Pels who have signed the “off duty” list at the Front Desk. Firefighters report to the scene of the fire and evacuators line up at the Well House for evacuation assignments. At night, (8:00 PM to 8:00 AM) firefighters on watch report to the scene of the fire and evacuators on fire watch report to the Well House – all others report to the Lilac bush for crowd control.

1. At the beginning of the conference season, you will be assigned to a watch as either an evacuator or a fire fighter. As such you will be assigned to stand watch for a predetermined number of nights throughout the summer. The exact number of nights may differ from summer to summer based upon the current configuration of firefighting and evacuation teams. **On nights when you are assigned to fire watch, consumption of alcohol is prohibited. There is no drinking while on fire watch.**
2. Fire watch assignments will be posted in Pel Hall and at the front desk. You will be reminded of fire watch each night at dinner.
3. For each night you are assigned to fire watch, you must sign up in Pel Hall by 5:30 PM that day.
4. You may remove yourself from the watch for any number of reasons and without explanation, including days off, illness, injury etc. provided that you secure a replacement for the evening. If you intend to drink on a night when you are scheduled to serve on fire watch, **you must find a replacement; only then may you remove yourself from the watch.** Your replacement must remove your name from the fire watch.
5. If you find yourself in a situation where you do drink while on the fire watch, you must immediately remove yourself from the watch and find a replacement. You may request another person to remove your name from the watch list provided you have a replacement for the watch. **You have not fulfilled your obligations for the watch until a volunteer has agreed to replace you for the remainder of the watch and has signed in.**
6. In the event that you have consumed any alcohol and do not remove yourself from the watch, you will be removed from the watch by another Pel who will serve in your place or who will find a replacement on your behalf. Failure to remove yourself from the fire watch may result in immediate dismissal. All employees have a responsibility to remove those from the Fire Watch who have been drinking so as to insure the safety of the entire community.
7. The safety of conferees and staff is a shared responsibility and you are expected to fulfill your obligation to serve on fire watch. If you want to remove yourself from the watch, you can do so by trading a day with another Pel as described above. **However, you must serve the assigned number of nights on duty over the course of your employment.**

You may volunteer to serve on fire watch at anytime. Volunteered time will be in excess of your already assigned watch minimum. Volunteers will provide a “buffer” so that in the unlikely event of a shortage of assigned staff on the fire watch, we will still have a sufficient number of people on duty.

Nudity Policy

Public nudity is not permitted on the island.

In the event that a staff member sunbathes in the nude, a verbal warning with a written note to the file will be issued.

For a second offense, a written warning will be issued in which the offender will be informed that an ensuing offence will lead to suspension or dismissal.

For a third offense the employee will be suspended or dismissed and removed from the island.

Personal Appearance

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image SIC presents to the community.

While working, employees are expected to present a clean and neat appearance and to dress according to the requirements of their positions.

Consult your supervisor if you have questions as to what constitutes appropriate attire.

Personnel Data Changes

It is the responsibility of each employee to promptly notify SIC of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of emergency, educational accomplishments, and other such status reports should be accurate and current at all times. If any personnel data has changed, notify the HR Director.

Recycling

SIC supports environmental awareness by encouraging recycling and waste management in its business practices and operating procedures. This support includes a commitment to the purchase, use, and disposal of products and materials in a manner that will best utilize natural resources and minimize any negative impact on the earth's environment. Special recycling receptacles have been set up to promote the separation and collection of recyclable materials at SIC.

Safety

To assist in providing a safe and healthful work environment for employees, customers, and visitors, SIC has established a workplace safety program. This program is a top priority for SIC and its success depends on the personal commitment of all employees.

SIC provides information to employees about workplace safety and health issues through regular internal communication channels such as supervisor-employee meetings, bulletin board postings, memos, or other written communications. SIC has three committees, the Health, Safety and Joint Loss Management Committees that assist in these activities and

facilitate effective communication between employees and management about workplace safety and health issues.

Employees and supervisors receive periodic workplace safety training. The training covers potential safety and health hazards and safe work practices and procedures to eliminate or minimize hazards.

Some of the best safety improvement ideas come from employees. Those with ideas, concerns, or suggestions for improved safety in the workplace are encouraged to raise them with their supervisor, or with another supervisor or manager, or bring them to the attention of a member of a safety committee. Reports and concerns about workplace safety issues may be made anonymously if the employee wishes. All reports can be made without fear of reprisal.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, who fail to report a hazardous or dangerous situation, or where appropriate to remedy such a situation, may be subject to disciplinary action, up to and including termination of employment.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify their supervisor. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

Joint Loss Management Committee – New Hampshire state law requires SIC have a Joint Loss Management Committee (JLMC) to promote safety and health in the work place. SIC has a JLMC that is a collaborative effort between management and employees. Employee representation on the JLMC is determined through peer elections. See your supervisor if you are interested in participating on the JLMC.

Smoking and Open Flames

Smoking is prohibited in Star Island's Portsmouth office.

On Star Island, smoking and the lighting of matches, candles, incense, or any related materials is prohibited in all buildings. Outdoor smoking is allowed on decks and on the pier, and only when combustible materials (such as propane or gas tanks) are not present. Due to the danger of brush and grass fires, smoking is not permitted on the grounds on any part of the island, including the rocks. Specific exceptions to this policy for special events (such as a bonfire) or other such reasons are only permitted with prior approval of the designated manager on duty. No exception will be granted without prior clearance from the Fire Marshall on duty. **Violators will be required to leave the island for the season on the next boat.** Extreme caution should be exercised at all times, particularly when disposing of smoking materials. Do not extinguish smoking materials in trashcans; butt cans must be used and will be provided in designated smoking areas.

In accordance with New Hampshire state law, SIC does not tolerate tobacco usage by any one under the age of 18.

Solicitation

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

SIC recognizes that employees may have interests in events and organizations outside the workplace. However, employees may not solicit or distribute literature concerning these activities during work hours. (Work hours do not include lunch periods, work breaks, or any other periods in which employees are not on duty.)

In addition, the posting of written solicitations on company bulletin boards is restricted. If employees have a message of interest to the workplace, they may submit it to the HR Director for permission to either post or distribute it.

Work Clothing

Certain SIC jobs require appropriate clothing and/or footwear. Employees are expected to provide the required clothing or footwear at their own expense; however, if an employee is experiencing a financial hardship, they may request financial assistance from SIC. See the Finance Director for the requisite form.

SUPERVISION/EVALUATION

Probationary Period

The probationary period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. SIC uses this period to evaluate employee capabilities, work habits, and overall performance. Either the employee or SIC may end the employment relationship at will at any time during or after the probationary period, with or without cause or advance notice.

SIC requests a two week written notice of resignation.

All **new** employees regardless of employee classification work on an initial probationary basis. This is also the case for existing employees that transfer into a new position. The length of the probationary period is determined by employee classification as follows:

- ❖ Year-round employees have a probationary period of 90 calendar days after their date of hire.
- ❖ Senior Seasonal employees have a probationary period of 45 calendar days from the date of hire.
- ❖ Pelicans have a probationary period of 21 calendar days after their date of hire.

Senior Seasonal employees that are rehired into the same position held in prior years will forego the probationary period; Pelicans that are rehired will also forego the probationary period unless they are hired for a more senior level position (i.e., Truck crew to Truck Crew Supervisor).

If SIC determines that the designated probationary period does not allow sufficient time to thoroughly evaluate the employee's performance, the probationary period can be extended for a specified period.

Upon satisfactory completion of the probationary period, employees enter their assigned employee classification.

Performance Evaluations

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis.

- ❖ The job performance of **year-round** employees is evaluated via the following process:
 - A formal written performance evaluation will be conducted at the end of an employee's initial period of hire, known as the probationary period. Additional formal performance evaluations are conducted to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.
 - The performance of year-round employees is generally evaluated according to an ongoing 12-month cycle, which may be determined by the employee's hire date or work pattern.
- ❖ The process for evaluating job performance for **Senior Seasonal employees** takes place at the end of the conference season. These employees are not required to undergo the probationary period review, though SIC retains the right to perform such an evaluation if it chooses. Pelican employees will have an opportunity to contribute to the evaluation of on-island senior staff employees on the same schedule as that of Pelican employee evaluations.
- ❖ The process for evaluating job performance for **Pelican employees** is two-step. There is an initial mid-season evaluation in July and a second end of season evaluation in August.

Performance evaluation for all employees, regardless of classification, entails a self-evaluation, peer evaluation and a supervisor evaluation. Each employee has a face-to-face meeting with their supervisor to discuss the overall review, to review major accomplishments, and/or work performance issues. Both the employee and the supervisor must sign the performance evaluation. Any employee, who disagrees with all or part of their evaluation, is able to provide their own written statement communicating their disagreement, which will be included in the employee's personnel file.

Progressive Discipline

SIC utilizes a progressive discipline policy. Progressive steps will be followed in employee disciplinary matters except in matters SIC, its representatives, or its management determine need to be addressed outside of the progressive system.

Normally, the employee's immediate supervisor will administer any appropriate corrective or disciplinary action. Appropriate action will be determined based on factors such as severity, frequency, and degree of deviation from expectations and length of time involved. Because of the great variety of situations that may arise, SIC may need to make decisions related to employment in a manner other than as provided in this section.

Pelicans can have an ombudsperson present at formal disciplinary meetings during the progressive discipline process. Pelicans will be informed of this right when they are notified of the need for a disciplinary meeting. Suggested ombudspeople are Pels at Large or the Res Life Pel though employees may choose whom they wish. This option may not be available in the case of next boat offenses or urgent issues where logistics prevent it.

Disciplinary actions may take place in several forms, such as Verbal Counseling, Written Counseling, Suspensions and/or Dismissals.

If an employee disagrees with the form of prescribed discipline he/she may address the matter in writing within 7 days of the termination. For all disciplinary actions preceding dismissal, SIC's HR Director, will review and reply to the employee's communication within 7 business days whether or not the communication results in any change to the prescribed discipline. In the case of a dismissal the HR Director and/or the Chief Executive Officer will review the employee's written communication and reply within 7 business days whether or not the communication results in any change to the prescribed discipline.

Verbal Counseling

Verbal counseling sessions may take place between employees and supervisors in situations that are deemed less serious in nature. Every effort to determine and resolve the cause of the problem should be made. At the same time, however, it should be specifically stated that the employee is receiving a formal warning. Documentation of the verbal counseling should be made and maintained in the employee's personnel file for verbal counseling sessions.

Written Counseling

Written counseling sessions take place between a supervisor and an employee when the behavior of the employee: is a repeated violation and verbal counseling has been administered; hinders the progress of the department in which the employee works; or hampers the progress of the SIC. Written warnings should be documented and copies of should be distributed as follows: one copy to the employee and one copy to the employee's personnel file.

Suspension

Suspension, or release from duty, is a more severe action that may be used to continue investigations and/or for constructive improvement. Suspensions are issued when it is determined that a second warning would not suffice or that an initial incident is too severe for a warning yet not sufficiently severe for dismissal. Suspensions may vary in length, according to the severity of the offense or deficiency. Where a suspension has failed to produce the proper results, consideration should be given for a more lengthy suspension or the dismissal of the employee.

Copies of all suspensions should be distributed as follows: one copy to the employee and one copy to the employee's personnel file.

Suspension notices should indicate the reason(s) for the discipline and the inclusive dates of the suspension

Dismissals

An employee may be terminated after other disciplinary measures have failed or when a first time incident occurs that is extremely serious. An employee may be discharged at any time without regard to any progressive steps if he or she commits an offense for which immediate discharge is specified as a penalty or if, in SIC's judgment, the employee's continued presence would be contrary to the well-being of the Corporation, its employees, volunteers, or guests.

COMMUNICATION

Employment Terminations

It is SIC's policy to discuss employee terminations only with staff that are immediately involved with the termination. All personnel matters are kept confidential to the extent possible, including employment terminations whether they are voluntary or involuntary.

However, SIC understands that its employees, volunteers, and conferees are interested in the well being of the other members of the Star Island community and therefore may be curious to know the particulars of an employee's departure. Though SIC cannot discuss the particulars of an employee's departure from Star Island, we can create an opportunity for the employee to do so. With that in mind SIC will follow the following protocol when a resident Star Island employee is leaving employment unless the employee's departure was predetermined via an employment agreement in which case no special notice regarding the employee's departure will be given:

1. SIC management will notify the head of Pel Council that the employee is departing.
2. Before the employee departs, SIC will advise him/her of the option to communicate a message about his/her departure to the greater Star Island community via the head of Pel Council.
3. SIC will provide an opportunity for employees to discuss the employee's departure with senior management via a public meeting or one-on-one; the type of opportunity may be dependent on other factors, such as time of season.

SIC also recognizes that employees will likely be in touch with friends they have made on Star Island after they have left employment. In this context, employees are free to discuss their employment at SIC.

SIC encourages its employees to speak to senior management whenever they have concerns regarding an employee's departure. SIC also asks that employees respect employee confidentiality and SIC management's responsibility to protect it.

Problem Resolution

SIC is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which employees are encouraged to use interpersonal skills and communication to independently discuss and resolve problems. As well, employees are encouraged to approach management with problems and complaints and receive a timely and constructive response.

SIC strives to ensure fair and honest treatment of all employees. Supervisors, managers, and employees are expected to treat each other with mutual respect. Employees are encouraged to offer positive and constructive criticism. If employees disagree with established rules of conduct, policies, or practices, they can express their concern to management. No employee will be penalized, formally or informally, for voicing a complaint with SIC in a reasonable, business-like manner.

Not every problem can be resolved to everyone's total satisfaction, but it is through understanding and the discussion of mutual problems that employees and management develop confidence in each other. This confidence is important to the operation of an efficient and harmonious work environment.

If a situation occurs where an employee(s) believes that he/she has been unable to independently resolve a problem or a management decision affecting him/her is unjust or inequitable, the employee is encouraged to use the SIC Grievance Procedure as detailed below.

Grievance Procedure

The SIC Grievance Procedure exists to enhance the well-being and safety of all members of the Star Island community. It does not replace the practice of professional and courteous problem resolution. If you have a grievance, ask yourself if you have first tried to resolve the problem or complaint using interpersonal skills, such as open communication, constructive criticism or third-party mediation through a supervisor or other Star Island community member. If you have and your grievance remains unresolved, this procedure exists to address such circumstances. **If at any time you feel unsafe, seek immediate assistance.**

Grievances can be of a variety of natures all of which will be addressed through the grievance procedure outlined here though some grievances may require additional or alternative steps, particularly grievances involving minors. Employment termination is addressed in SIC's Progressive Discipline policy (see **SUPERVISION/EVALUATION**) and is not eligible for review under the Grievance Procedure. Details of this grievance policy are also listed in the individual policies that prohibit harassment and child abuse and should be reviewed by all employees annually and as part of this personnel handbook (see **Appendices A-C**).

The Chief Executive Officer will annually designate him/herself or appoint a senior staff person of the Star Island Corporation as the Grievance Officer who will be vested with the authority and responsibility of processing employee, conferee and volunteer complaints. Alternate Grievance Officer(s) may also be designated. In the event the complaint is against the Grievance Officer when not the Chief Executive Officer, the complaint will be heard by the Chief Executive Officer. In the event the complaint is against the Chief Executive Officer, the complaint shall be heard by the President of the SIC Board of Directors or his/her designee.

Any member of the Star Island community who believes that he or she has a grievance may report the incident(s) to the Grievance Officer. Anyone (employees, conferees, etc.) can raise concerns and make reports without fear of reprisal. The grievance policy is available for all grievances of a serious nature, including but not limited to incidents of

sexual harassment, non-sexual harassment, safety, and child abuse. **NH law requires that any person that suspects an instance of abuse, harassment or neglect of a minor has occurred must report said instance to the State of New Hampshire and can do so by contacting the Division for Children, Youth and Families directly at 1-800-894-5533. Such instances should also be immediately reported to the Star Island Grievance officer.**

Grievance reports will be handled by the Grievance Officer in a timely and confidential manner.

When a grievance is made, the following process will be used to reach a disposition that protects the safety of all while on Star Island, in the SIC office, or doing the business of the corporation:

- 1) The Grievance Officer's first step will be to confer with the charging party in order to obtain a clear understanding of that party's statement of the facts. He/she will ask that allegations be in writing and signed by the reporting party.
- 2) The Grievance officer will then meet with the charged party in order to obtain his or her response to the complaint. In cases involving a minor, the Grievance Officer will take whatever action necessary to ensure the child's safety and he/she will guard against subjecting the child to multiple interviews by deferring any investigation to the proper authorities, if applicable.
- 3) The Grievance Officer will hold as many meetings with the parties as is necessary to gather facts, and if necessary to interview witnesses.
- 4) In the course of taking any action, the greatest degree of privacy and confidentiality possible shall be maintained by all parties involved in the grievance.
- 5) On the basis of the Grievance Officer's findings, he/she will keep a written record of information gathered throughout the process of resolving the complaint and shall complete a written record of his/her findings.
- 6) When a person other than the Chief Executive Officer, the Grievance Officer will transfer the record of the investigation to the Chief Executive Officer, and so notify the parties.
- 7) After reviewing the record, the Chief Executive Officer or his/her designee will decide the next appropriate action. Additional information will be gathered if deemed necessary to resolve the matter formally or informally. With the consent of the reporting party, the Grievance Officer may mediate a resolution between or among the parties. In cases involving a minor, additional information may be gathered if deemed necessary to protect the welfare of the minor and ensure his or her safety and that of other children and adults.
- 8) Thereafter the Chief Executive Officer or his/her designee shall impose any sanctions deemed appropriate, including, without limitation, a warning, suspension, or termination. Any disciplinary action shall be processed in accordance with all requirements of law.
- 9) If a person filing a complaint does not believe the situation has been satisfactorily resolved, such person should then bring the complaint to the Star Island Board of

Directors. The Board of Directors will determine if further investigation of the grievance is warranted. If the Board determines further investigation is not warranted the grievance will rest resolved as determined by the Grievance Officer and/or the Chief Executive Officer. If the Board determines that further investigation is warranted, a panel of three board members and/or their designees will be convened to proceed with the investigation.

- 10) Retaliation against any person who has filed a grievance or cooperated in an investigation regarding a grievance is unlawful and will not be tolerated.
- 11) This Grievance Procedure shall be given to all new employees upon appointment and shall be distributed annually to all employees and conference chairs/leaders.

Copies of this policy shall be referenced in the handbook, *Pelican Information Sheet*, with copies available to guests and other visitors, and included as well in manuals developed for administrators and staff of the SIC.

LEAVING STAR ISLAND

Benefits Continuation (see also Benefits Continuation under Employee Benefits)

Once employment at SIC is terminated, an employee and/or his/her beneficiaries may elect to continue their health and dental insurance coverage under state of New Hampshire's Benefit Continuation Plan. Within one week of employment termination the employee will be provided with a letter detailing the process to continue coverage as well as associated costs, if any. Under New Hampshire's Benefit Continuation Plan, the employee or beneficiary pays the full cost of coverage at SIC's group rates.

The employee will be required to accept continuation of benefits within a specified period, typically no later than 60 days from written notification of your continuation benefits.

Post Employment References

While the SIC understands employees often have the expectation of receiving a substantive employment reference for a new job, school or other purposes, SIC must also protect itself from lawsuits stemming from the provision of such references. Accordingly, SIC will provide qualitative references only for those employees who have signed a Waiver of Liability Regarding Reference Request Form (see **Appendix D**). If an employee does not sign the waiver, then SIC will only provide the following information:

- ❖ Confirmation that the individual was or is an employee of the organization;
- ❖ Dates of employment
- ❖ Confirmation of the employee's salary and job title

No other information will be divulged.

SIC will withhold the provision of any references if an employee fails to return all SIC property in working condition prior to termination of employment.

Only employee's supervisor or can respond to a reference request, unless the employee was seasonal and worked on Star Island, in which instance the Conference Center Director can respond to a reference request. Any other reference will be considered a

personal, not an organizational, reference. The employee must give his/her supervisor a copy of the signed waiver before the supervisor can respond to a reference request.

Resignation

Resignation is a voluntary act initiated by the employee to terminate employment with SIC. Although advance notice is not required, SIC requests at least 2 weeks' written resignation notice from all employees.

Prior to an employee's departure, an exit interview may be scheduled to discuss the reasons for resignation and the effect of the resignation on benefits.

SIC Property

Employees are responsible for all SIC property, materials, or written information issued to them or in their possession or control. All SIC property must be returned by employees on or before their last day of work.

All SIC data created by the employee on SIC equipment and/or equipment owned by the employee belongs to SIC.

ISLAND BENEFITS AND POLICIES

The nature of SIC's business requires that a majority of employees live on Star Island for the conference season; some employees will spend up to half a year on the island. For employees living on the island, SIC provides a basic level of accommodation to employees and their immediate family as part of a compensation package: Year-round and Senior Seasonal employees that are required to live on the island are allowed to have their immediate family reside on the island as well at no cost to them. **For the purposes of Island Benefits SIC defines "immediate family" as a spouse or domestic partner and the children of the employee.** Island benefits are provided at varying levels and depend on employment classification and on island residency requirements. Benefits are detailed below.

SIC has also created policies that allow employees to have guests on island. In all instances it is expected that SIC employees living on the island and their guests will conserve resources and comply with all island rules and regulations. As well, employees will use guest privileges with discretion and in moderation so that all employees may partake while minimizing the environmental impact on the island and the financial impact on SIC.

Child Care Assistance

SIC provides childcare assistance to Senior Seasonal and Year Round employees that reside on Star Island during the conference season. The nature of the childcare assistance will vary depending on the total population of children on island and the options available for providing childcare. For example, depending on the number of children needing child care SIC may hire a babysitter or expand services to provide group child care. SIC could also request that employees use the child care programs offered through island conferences. Star Island employees do not get to pick which option is available; this is determined by SIC based on the level of need and the financial resources available to fund the cost of child care.

Eligible employees with children should inform SIC management by February 1st of each year or upon hire if it that occurs later, if they will need childcare assistance while residing on Star Island.

Food

All employees receive three meals a day for themselves and their immediate family that are residing (not visiting) on the island with them. Most employees eat their meals in Pel Hall. Some employees may eat in the main dining hall at a table specifically reserved for Star Island staff. Employee meal times are typically one hour earlier than conferee meal times; staff that chooses to eat in the main dining hall will eat at the same time as conferees.

Laundry Service

All employees have access to on island laundry service for themselves and their immediate family who are residing (not visiting) on island with them. For specific rules regarding the use of laundry service see *Island Living*.

Lodging

Lodging is generally provided for eligible employees and their immediate family. Eligible employees are typically Senior Seasonal employees and some Year Round employees. Knowing the level of seasonal accommodation required by an employee is important and is generally assessed during the hiring process. For Pelicans, lodging is provided for the employee only.

Lodging accommodations on Star Island are generally rustic and do not allow for use of major and some minor electrical appliances, including but not limited to computers, hair dryers, irons, etc. Accommodations also include a variety of shared and private living arrangements and though employee preferences are considered they cannot always be met. Accommodations do include basic linens, such as sheets and towels as well as basic furniture, such as beds, dressers, and chairs.

Parking

Parking for employees traveling to and from Star Island is available to SIC Senior Seasonal employees and some Year Round employees on an as available basis. Parking availability is subject to change based on the limitations and restrictions of SIC's contracts for leased parking spaces and SIC budgetary constraints. SIC cannot provide parking to Pelicans.

Pets on Star Island

Staff generally may not have pets on Star Island. There are several reasons for this, the most important being that conferee/animal interaction can be difficult to control, and some health risks can arise from having pets on the island. Examples include the spread of poison ivy from pets to people, negative interactions between island pets and wild animals on the island, and potential antisocial pet behavior with regard to people or other pets.

Caged animals may not be brought to the island. For senior staff that must live on the island as a requirement of their job, allowances for cats or dogs may be made in certain cases where a staff member cannot make other arrangements for the animal.

Senior staff is offered the opportunity to make such requests because they are usually afforded at least semi-private living quarters that is separate from conferee areas. The concentration of people in Pelican housing makes it poor quality space for housing animals. However, during the off-season, during open-up and close-up, both senior staff and Pelican employees can make a request for pet accommodations.

The Island Manager will consider requests to bring cats or dogs on a case by case basis. Considerations will include:

- ❖ Temperament and age of the animal
- ❖ History of care
- ❖ The number of other animals living on the island already
- ❖ Appropriate available housing and potential allergies or discomfort of co-housed staff members.
- ❖ *No* animals with a history of aggression toward people or other animals will be allowed on Star Island.

Animals not approved for living on the island must be taken care of (kenneled or other arrangements) at the expense of the employee.

A staff member with an approved pet must:

- ❖ Show evidence of an up to date rabies vaccination prior to bringing the pet onto the island.
- ❖ Restrict cats to the inside in the staff person's living quarters at all times.
- ❖ Restrict dogs to being outside only on a leash during the main season.
- ❖ Keep pets out of prohibited areas including conferee areas during the main season, and food service areas and the first aid station at all times.
- ❖ Pick up and dispose of all animal waste.
- ❖ Defer to the comfort of Star Island guests at all times. If a volunteer or conferee exhibits any discomfort about being near a pet the staff person must keep the pet away from the areas that person may be.

Violation of these restrictions on pets may result in disciplinary action up to dismissal of the employee.

Guide dogs or other assistance animals are not considered pets and are therefore not covered under this policy.

Transportation

SIC uses a combination of its own boats and contracted boats for use in transporting employees back and forth to Star Island. Your initial arrival date on the island and final departure date is typically determined by the Conference Center Director and based on the requirements of the job. Pelicans are provided transport to and from Star Island at no cost, for themselves only. Senior, Seasonal and Year Round Employees are provided transport to and from Star Island at no cost, for themselves and their immediate family. Family members of Pelican staff must pay for their own transport. Due to Coast Guard

regulations SIC is unable to transport guests of any employee. Guests must arrange for transport independently and at their own cost. SIC has made arrangements for reduced cost boat tickets with at least one contracted boat service. Arrangements for reduced cost tickets must be made in advance. Before the full conference season begins, arrangements for transport are made through the SIC Facilities staff but typically transfer over to the Star Island Front Desk in June.

SIC boats run on a limited schedule; they are also restricted as to the number of passengers they can carry at any time. Employees should be aware of the travel restrictions and plan ahead as much as possible when arranging for transport to and from the island. As well, SIC boats are affected by inclement weather and may not run as scheduled due to weather events.

Guests

SIC employees are allowed to have overnight and day visitors on island. At no cost Senior, Seasonal employees and Year Round employees can have on-island guests a reasonable number of times per season, minimizing the number of guests per occurrence. Lodging and food will be provided for these guests, again assuming the number of guests is limited and within reasonable expectations. Pelicans can have on-island guests as well. Pelican guests are provided food and lodging at a discounted rate and must arrange for their own transport to and from the island. All on-island guests are allowed to use employee lodging if it is appropriate and workable within the confines of shared rooming arrangements. Any infraction of Star Island regulations or policies by an employee's guest may result in disciplinary actions against the employees, up to and including termination.

Mainland Business Office Employees

Most year-round employees will be required to periodically work on the island during the conference season. Whenever this is required the employee will be provided, at no cost, with transport and food as well as lodging, if needed. Parking will also be available to year-round employees according to the terms indicated above for Senior, Seasonal employees.

Year-round employees that do not reside on island but that would like to use its facilities for recreational purposes for themselves and/or with their families may do so with the following restrictions. One time per season for up to two nights, employees and their families will be provided food and lodging at no cost. Transport will be provided to the employee and may be provided to the employee's immediate family based on availability. Year-round employee requests to use the facilities for recreational purposes will be subordinate to Pelican requests since Pelicans are required to reside on island and these services provide them with an opportunity to visit with family and friends. If a year-round employee wishes to use the island facilities more than one time per season, they may do so at a discounted cost for lodging, food and transport with the same restriction that this request is subordinate to Pelican requests.

EMPLOYEE BENEFITS

SIC strives to provide an attractive and comprehensive benefits package to its employees. The level of benefits offered is based on the available financial resources of SIC and will

be assessed annually during the organization’s budgeting process. As part of that process, employer and employee contributions to benefit plan premiums will be evaluated and possibly amended to support the budgetary requirements of the organization. SIC will strive to do this in a thoughtful and consistent manner to minimize any interruption in benefits and to minimize any negative financial impact on its employees.

Eligible employees at SIC are provided a wide range of benefits. A number of the programs (such as social security wages and worker’s compensation) cover all employees in the manner prescribed by law. Benefits not prescribed by law are available to eligible employees at the discretion of SIC. Wherever possible SIC will provide benefits to all groups protected under the state of New Hampshire’s anti-discrimination laws, including unmarried domestic partners; to determine if your domestic partner is eligible for coverage under a SIC benefit plan, see the HR Director.

Benefits eligibility is dependent upon a variety of factors, including employment classification, such as full-time, part-time, and senior seasonal or year round. Following is an employment classification table along with the insurance and leave benefit eligibility for each classification. In some instances a specific employee may be granted a benefit in addition to those the employee is eligible for based on employment classification. This arrangement will typically be detailed in the employment agreement and in that instance will only supersede this policy; in this instance all the terms and conditions that apply to other employees for the pertinent benefit will apply to the employee as well.

TABLE 1: EMPLOYEE BENEFIT ELIGIBILITY BY EMPLOYMENT CLASSIFICATION

<u>Employment Classification</u>	<u>Insurance Benefits Available</u>	<u>Leave Benefits Available</u>	<u>Other Benefits Available</u>
Full-time/Year-round	Dental, Health, Life, Long-term Disability, Short-term Disability, Worker’s Compensation Insurance.	Bereavement, Crime Victim, Family, Holiday, Jury Duty, Medical, Military, Personal Days, Personal Leave of Absence, Pregnancy, Sick, Vacation, Witness Duty	Benefits Continuation, Employee Discounts, Flexible Benefits Program, Professional Development
Part-time/Year Round	All benefits available to full-time/year-round employees prorated based on the percentage of a full-time year worked. Life, Long-term and Short-term benefits will only be available to part-time employees that work 20 hours or more per week.	All benefits available to full-time/year-round employees prorated based on the percentage of a full-time year worked.	All benefits available to full-time/year-round employees; Flexible Benefits only available to part-time employees that work 30 or more hours a week.

<u>Employment Classification</u>	<u>Insurance Benefits Available</u>	<u>Leave Benefits Available</u>	<u>Other Benefits Available</u>
Senior Seasonal	Worker's Compensation Insurance	Bereavement (dependent on length of seasonal employment), Crime Victim, Sick	Employee Discounts; Flexible Benefits (Premium Offset Plan only)
Pelicans	Worker's Compensation Insurance	Bereavement (dependent on length of seasonal employment), Crime Victim, Sick	Employee Discounts; Flexible Benefits (Premium Offset Plan only)

Summary details of the available benefit plans is provided below though more information is provided in the plan documents; a review of this information is necessary for a complete understanding of the benefits programs available to you. See the HR Director for copies of any benefit plan documents. The following benefit programs are available to eligible employees:

Insurance Plans

Dental Insurance

SIC's dental insurance plan provides employees and their dependents access to dental insurance benefits. Refer to the Employee Benefit Eligibility Table to determine your eligibility.

Eligible employees may participate in the dental insurance plan subject to all terms and conditions of the agreement between SIC and the insurance carrier. Employees are eligible to receive dental benefits on the first of the month following the date of hire.

90% of the dental insurance plan premium is paid by SIC for all year-round full-time employees and for eligible Seasonal employees during their term of employment. All other eligible employees pay a portion of the premium based on the percentage of a full-time schedule worked. For example, for a year-round, part-time employee that works 30 hours a week SIC would pay 75% of 90% of the premium for the dental insurance. The employee's percentage of contribution will be determined upon hire and will only be adjusted upon mutual written agreement between SIC and the employee that the percentage of a full-time schedule worked by that employee has decreased or increased for an extended or permanent period of time.

Employee's dependents, such as their legal spouse, domestic partner, and children, are eligible to participate in SIC's dental plan. Dental plan premiums for eligible dependents are the sole responsibility of the employee and will be deducted from the employee's paycheck. As of this date, some employees may be grandfathered from this policy; hence a portion of their family's premium is paid for by SIC. In such instances, payment of their family's premium is detailed in their annual employment letter, which for benefits will supersede this handbook.

Details of the dental insurance plan are described in the Summary Plan Description (SPD). A SPD and information on cost of coverage will be provided in advance of

enrollment to eligible employees. Contact the HR Director for more information about dental insurance benefits.

Health Insurance

SIC's health insurance plan provides employees and their dependents access to medical insurance benefits. Refer to the Employee Benefit Eligibility Table to determine your eligibility.

Eligible employees may participate in the health insurance plan subject to all terms and conditions of the agreement between SIC and the insurance carrier. Coverage begins the 1st of the month after the date of hire, plus one month (for example, with a 4/19 date of hire, coverage would begin on 6/1). For employees with a date of hire on the 1st of the month, coverage will begin on the 1st of the next month (for example, with a 5/1 date of hire, coverage would begin on 6/1).

SIC offers more than one health insurance plan to its year-round employees. First, SIC offers employees a Health Savings Plan (HSA), which is a high deductible plan (\$2,000 individual / \$4,000 family). For employees enrolled in the HSA SIC will pay 100% of the premium for the employee as well as 75% of the individual deductible. For new employees, the initial 75% funding of the deductible is paid out in \$250 increments over the first 18 months of employment. Thereafter, SIC's funding of the deductible is paid annually in one lump sum during the annual renewal of the HSA plan.

Secondly, SIC offers employees a traditional HMO plan. For employees enrolled in the HMO, SIC will pay 90% of the individual premium per month and will also pay for 90% of the cost of a medical gap plan that covers the \$500 deductible exposure under the HMO plan when a covered person requires hospitalization.

Part-time year round employees receive a portion of the SIC health insurance premium payment based on the percentage of a full-time schedule worked. For example, for a year-round, part-time employee that works 30 hours a week, SIC would pay 75% of 90% of the premium for the HMO plan and the accompanying medical gap plan. The employee's percentage of contribution will be determined upon hire and will only be adjusted upon mutual written agreement between SIC and the employee that the percentage of a full-time schedule worked by that employee has decreased or increased for an extended or permanent period of time.

Employee's dependents, such as their legal spouse and children, are eligible to participate in SIC's health plan; domestic partner coverage is also available to employees though domestic partner participation in some plans may be limited due to federal law. Health plan premiums for eligible dependents are the sole responsibility of the employee and will be deducted from the employee's paycheck. As of this date, some employees may be grandfathered from this policy; hence a portion of their family's premium and/or deductible is paid for by SIC. In such instances, payment of their family's premium is detailed in their annual employment letter, which for benefits will supersede this handbook.

A change in employee classification that would result in loss of eligibility to participate in the health insurance plan may qualify an employee for benefits continuation under the

State of New Hampshire's Benefits Continuation plan. Refer to the *Benefits Continuation* policy under **Leaving Star Island** for more information.

Details of the different health insurance plans are described in the plan documents for each plan. Plan documents along with information on cost of coverage will be provided in advance of enrollment to eligible employees. Contact the HR Director for more information about health insurance benefits.

Life Insurance

SIC's life insurance plan provides its employees and their dependents access to life insurance. The amount of coverage available to employees is \$50,000. Additional coverage is available for dependent spouses and children at cost to the employee. *Only employees who work 20 or more hours per week are eligible for life insurance benefits.* Refer to the Employee Benefit Eligibility Table to determine your eligibility.

Eligible employees may participate in the life insurance plan subject to all terms and conditions of the agreement between SIC and the insurance carrier. Eligible employees may receive life insurance benefits upon date of hire.

100% of the life insurance plan premium is paid by SIC for all year-round full-time employees and for eligible Seasonal employees during their term of employment. All other eligible employees pay a portion of the premium based on the percentage of a full-time schedule they work. For example, for a year-round, part-time employee that works 30 hours a week, SIC would pay 75% of the premium for the life insurance. The employee's percentage of contribution will be determined upon hire and will only be adjusted upon mutual written agreement between SIC and the employee that the percentage of a full-time schedule worked by that employee has decreased or increased for an extended or permanent period of time.

Details of the life insurance plan are described in the Summary Plan Description (SPD). A SPD and information on cost of coverage will be provided in advance of enrollment to eligible employees. Contact the HR Director for more information about life insurance benefits.

Long-term Disability Insurance

SIC provides a long-term disability (LTD) benefits plan to help eligible employees cope with an illness or injury that results in a long-term absence from employment. LTD is designed to ensure a continuing income for employees who are disabled and unable to work. *Only employees who work 20 or more hours per week are eligible for LTD benefits.* Refer to the Employee Benefit Eligibility Table to determine your eligibility.

Eligible employees may participate in the LTD plan subject to all terms and conditions of the agreement between SIC and the insurance carrier. Eligible employees may receive LTD benefits upon date of hire.

100% of the LTD insurance plan premium is paid by SIC for all year-round full-time employees and for eligible Seasonal employees during their term of employment. All other eligible employees pay a portion of the premium based on the percentage of a full-time schedule they work. For example, for a year-round, part-time employee that works 30 hours a week, SIC would pay 75% of the premium for the LTD insurance. The

employee's percentage of contribution will be determined upon hire and will only be adjusted upon mutual written agreement between SIC and the employee that the percentage of a full-time schedule worked by that employee has decreased or increased for an extended or permanent period of time.

Details of the LTD benefits plan including benefit amounts, and limitations and restrictions are described in the Summary Plan Description provided to eligible employees. Contact the HR Director for more information about LTD benefits.

Short-term Disability Insurance

SIC provides a short-term disability (STD) benefits plan to eligible employees who are unable to work because of a qualifying disability due to an injury or illness. *Only employees who work 20 hours or more per week are eligible for STD benefits.* Refer to the Employee Benefit Eligibility Table to determine your eligibility.

Eligible employees may participate in the STD plan subject to all terms and conditions of the agreement between SIC and the insurance carrier. Eligible employees may receive STD benefits upon date of hire.

100% of the STD insurance plan premium is paid by SIC for all year-round full-time employees and for eligible Seasonal employees during their term of employment. All other eligible employees pay a portion of the premium based on the percentage of a full-time schedule they work. For example, for a year-round, part-time employee that works 30 hours a week, SIC would pay 75% of the premium for the STD insurance. The employee's percentage of contribution will be determined upon hire and will only be adjusted upon mutual written agreement between SIC and the employee that the percentage of a full-time schedule worked by that employee has decreased or increased for an extended or permanent period of time.

Disabilities arising from pregnancy or pregnancy-related illness are treated the same as any other illness that prevent an employee from working. STD benefits are offset by any workers' compensation benefits so that combined benefits do not exceed the maximum level allowably by the plan, which is typically equivalent to 60% of weekly pay.

Details of the STD benefits plan including benefit amounts, when they are payable, and limitations, restrictions, and other exclusions are described in the Summary Plan Description provided to eligible employees. Contact the HR Director for more information about STD benefits.

Unemployment Insurance

SIC, based on its status as a religious organization, is not required by law to pay federal or state unemployment tax. The implication for employees of Star Island is that no unemployment benefits are available to you based on wages earned while an employee for Star Island thus you will be ineligible for unemployment insurance when your employment is terminated.

Worker's Compensation Insurance

As required by law, SIC provides a comprehensive worker's compensation insurance program at no cost to its employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment.

Employees are expected to know and comply with Star Island's Safety and Health Program, which is mandated by the State of New Hampshire in conjunction with Workers' Compensation legislation.

Supervisors must be informed immediately by employees who sustain work-related injuries or illnesses. No matter how minor an on-the-job injury may appear, it is imperative that the injury be reported to the appropriate supervisor within 48 hours of the occurrence.

Neither SIC nor the insurance carrier will be liable for the payment of worker's compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity.

Retirement Benefits

SIC offers eligible employees the opportunity to plan for retirement via a 403(b) annuity plan. Refer to the Employee Benefit Eligibility Table to determine your eligibility to participate in the plan.

Eligible employees may participate in the 403(b) annuity plan subject to all terms and conditions of the agreement between SIC and the annuity carrier. Employees are eligible to participate in the plan upon their hire date; however, they are only eligible for SIC's annuity contribution after one year of employment.

SIC will contribute 5% of an employee's earned annual salary to the 403(b) annuity plan. Employer contributions are 100% vested to the employee at the time they are made. Employees may make contributions to the 403(b) up to the legally allowed amounts; this amount will vary based on age. See your plan document or plan administrator for specific information on contribution limits.

Details of the 403(b) annuity plan are described in the Summary Plan Description (SPD). A SPD will be provided in advance of enrollment to eligible employees. Contact the HR Director for more information about the 403(b) annuity plan.

Leave Benefits

Bereavement Leave

Employees who wish to take time off due to the death of an immediate family member should notify their supervisor immediately. SIC defines "immediate family" as grandparents, parents, brothers, sisters, children and grandchildren of the employee, the employee's spouse or domestic partner. Also included is any relative living in the immediate household of the employee.

Up to five days of paid bereavement leave will be provided to year-round employees. Senior Seasonal and Pelican employees who work 2 months or more during a conference season are eligible for 3 days of bereavement leave. Employees may, with their supervisors' approval, use any available paid leave for additional time off as necessary.

Crime Victim Leave

In accordance with NH RSA 275:61, employees who are victims of a violent crime or who have an immediate family member who is a victim of a violent crime may take

unpaid leave in order to attend court or to address other legal or investigative matters associated with the prosecution of the crime.

SIC defines “immediate family” as grandparents, parents, brothers, sisters, children and grandchildren of the employee, the employee's spouse or domestic partner. Also included is any relative living in the immediate household of the employee.

Holiday Leave

In lieu of observing a schedule of paid holidays, SIC provides eligible employees with 13 (104 hours/calendar yr.) paid “floating holidays” which the employee can either use on the day of traditional observance of a holiday, or at another time. On some holidays, SIC may determine that the office is officially closed for business; however, employees are still allowed to work in the office and utilize their holiday leave on another day.

The number of paid holidays available to an employee is based on employee classification and the percentage of a year-round, full-time schedule the employee works. For example, a part-time, year-round employee who works 20 hours per week is eligible to receive 6.5 paid “floating holidays” per year. Due to the seasonal nature of SIC’s business, no seasonal employees are eligible for holiday leave.

The scheduling of holiday time off is subject to your supervisor’s approval. Unused holidays cannot be carried forward from year to year. If not used in the year they are earned, these days are forfeited. Accrued, unused holidays are not paid upon voluntary/involuntary termination from employment.

Jury Duty Leave

SIC encourages employees to fulfill their civic responsibilities by serving jury duty when required. Eligible employees will be paid for the jury duty leave for the entire length of the absence. Refer to the Employee Benefit Eligibility table at the beginning of this section to determine your eligibility to use jury duty leave. Due to the seasonal nature of SIC’s business, no seasonal employees are eligible for paid jury duty leave.

Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence. Employees are expected to report for work whenever the court schedule permits.

The employee will remain enrolled in all SIC employment benefit plans, for which they are eligible and enrolled, for the full term of their jury duty. The employee will also continue to earn leave time, for which they are eligible, during the full term of their jury duty.

Personal Days

SIC provides paid personal days to eligible employees who wish to take time off to fulfill personal obligations. Refer to the Employee Benefit Eligibility table at the beginning of this section to determine your eligibility to earn paid personal days.

Full-time, year-round employees can earn up to 4 personal days annually. For employees that are not full-time personal days are earned on a pro-rated basis. For example, a part-time, year-round employee who works 20 hours per week is eligible to

receive 2 personal days per year. Due to the seasonal nature of SIC's business, seasonal employees are not eligible to receive personal days.

The scheduling of personal days off is subject to your supervisor's approval. Unused personal days cannot be carried forward from year to year. If not used in the year they are earned, these days are forfeited. Accrued, unused personal days are not paid upon voluntary/involuntary termination from employment.

Sick Leave

SIC provides paid sick leave benefits for periods of temporary absence due to illnesses or injuries to eligible employees; sick leave is typically used for illness and injuries of shorter duration that do not require extended time off from work. Refer to the Employee Benefit Eligibility table at the beginning of this section to determine your eligibility to earn paid sick leave.

No employee may earn more than 12 paid sick leave days annually; the amount of paid sick leave available to an employee is based on employee classification and the percentage of a full-time schedule the employee works. Full-time, year-round employees can earn up to 12 days. For employees that are not full-time sick leave earned is prorated. For example, a part-time, year-round employee who works 30 hours per week is eligible to receive 9 sick leave days per year.

Sick leave benefits begin accruing upon hire. Days earned will be prorated for the first year of employment, dependent upon the employee's date of hire.

Any employee who is unable to report to work due to illness or injury should notify their direct supervisor before the scheduled start of their workday, if possible. The direct supervisor must be notified on each additional day of absence.

Unused sick leave benefits will be allowed to accumulate until the employee has accrued a total of up to 90 days worth of sick leave benefits. If the employee's benefits reach this maximum, further accrual of sick leave benefits will be suspended until the employee has reduced the balance below the limit.

The above rules apply to all eligible employees excluding Senior Seasonal and Pelicans. These employees earn one paid sick day for each expected full month of seasonal employment. For example a Pelican working 2.5 months will have two paid sick days available to them during their seasonal employment. Likewise, a Senior Seasonal employee, such as the Assistant Conference Center Director, who works 5 months of the year will earn one day of sick leave for each full month of seasonal employment, or 5 days. Sick days do not carry beyond the employee's term of employment and the employee is not remunerated for unused sick days.

Pelicans must have approval from their supervisors and the island Medical Staff to be taken off the work schedule. A Pelican who cannot return to work within two or three days because of illness or injury may be asked to return home for a medical evaluation and recuperation. Senior, Seasonal /Temporary employees must have approval from their supervisor before being taken off the work schedule.

All eligible employees may use sick leave benefits for an absence due to their own illness or injury or that of an immediate family member. SIC defines "immediate family" as a

spouse, grandparents, parents, brothers, sisters, children and grandchildren of the employee, the employee's spouse or domestic partner. Also included is any relative living in the immediate household of the employee.

Sick leave benefits are intended solely to provide income protection in the event of illness or injury; unused sick leave benefits will not be paid to employees while they are employed or upon termination of employment.

Borrowing Unearned Sick Leave

Generally employees may not take sick leave in excess of hours accrued, however in extreme circumstances SIC allows the use of unearned sick leave with the following restrictions:

- ❖ SIC may allow year-round employees to borrow up to 10 days of unearned sick leave. SIC may request a health care provider's statement verifying the need for sick leave before approving the use of unearned leave.
- ❖ As sick leave is earned, the amount shall replace any sick leave advanced until all advanced time is replaced with earned time.

Time Off to Vote

SIC encourages employees to fulfill their civic responsibilities by participating in elections. Refer to the Employee Benefit Eligibility table at the beginning of this section to determine your eligibility to receive paid "Time-off to Vote."

Employees are encouraged to find time to vote either before or after their regular work schedule. However, if an employee is unable to vote in an election during their nonworking hours SIC will grant up to two hours of paid time-off to assist an employee in fulfilling their civic obligation.

Employees should request time off to vote from their supervisor at least two working days prior to the Election Day.

Vacation Leave

Vacation time off with pay is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Refer to the Employee Benefit Eligibility table at the beginning of this section to determine your eligibility to earn paid vacation leave.

The amount of paid vacation time employees receive each year increases with the length of their continuous employment as shown in the following schedule:

- ❖ Upon initial eligibility an employee is entitled to earn up to 15 vacation days each year, equivalent to 1.25 days per month, beginning on January 1. The number of days to be earned will be prorated for the first year of employment, calculated from the hire date.
- ❖ After the fifth year of eligible service an employee is entitled to earn up to 20 vacation days each year, equivalent to 1.66 days per month, beginning on January 1.

The length of eligible service is calculated on the basis of the calendar year. This is the 12-month period that begins on January 1st and ends on December 31st. An example of an employee's eligibility for vacation leave follows:

An eligible employee is hired on June 1, 2006, so could earn 8.75 days (7 months x 1.25 days per month) of vacation in the remainder of that calendar year. On January 1, 2007 the employee is able to earn 15 days of vacation for the calendar year of 2007 and so on until January 1, 2012 at which point the employee, having completed 5 years of eligible service, would be able to earn 20 days of vacation for the calendar year of 2012.

On June 1, 2011 the employee completed their fifth year of service but the eligible service date is based on calendar year, which starts on January 1, 2012.

The above assumes a full-time, year-round employee. Other eligible employees will earn paid vacation time on the same schedule, adjusted for the percentage of a full-time schedule worked per year. For example, if an employee normally works 30 hours per week, .75 of a 40 hour work-week, s/he could earn 11.25 days of paid vacation leave for the year, which is equal to 75% of 15 days. Part-time employees within the 5th year of service, as explained above, would earn prorated vacation leave based on a 20 day allotment. For example, if an employee normally works 30 hours per week, which is .75 of a 40 hour work-week, s/he could earn 15 days of vacation leave for that year, which is equal to 75% of 20 days.

An employee's benefit year may be extended for any significant leave of absence except military leave of absence. Military leave has no effect on this calculation. (See **Military Leave** for more information).

Once employees enter an eligible employee classification, they will receive all vacation days they are eligible for in the given year. They can request use of vacation leave after this time.

To take vacation, employees should request advanced approval from their supervisors. Requests will be reviewed based on a number of factors, including business needs and staffing requirements. Certain employees, particularly those working full-time on Star Island during the conference season, may be restricted from using vacation leave during certain periods of their term of employment. Employees with such a restriction will be informed upon hire and will have it noted in their job description and/or their employment agreement.

As stated above, employees are encouraged to use available paid vacation time for rest, relaxation, and personal pursuits. In the event that available vacation is not used by the end of the benefit year, employees may carry forward, up to 20 days. Unused time over 20 days will be forfeited. All employees will be paid for unused vacation time that has been carried through the last day of work.

Borrowing Unearned Vacation Leave

SIC allows the use of unearned vacation leave under the following conditions:

- ❖ Only year-round employees may borrow unearned vacation leave.

- ❖ During an initial probationary period, employees are restricted from borrowing vacation leave unless an agreement to borrow leave was made during the hiring process, generally to accommodate a new employee's preplanned vacation. Requests made after hire will not be considered.
- ❖ No employee may borrow more than 50% of the vacation leave they are eligible to accrue for the year. As vacation leave is earned, the amount shall replace any vacation leave advanced until all advanced time is replaced with earned time.

Witness Duty Leave

SIC encourages employees to appear in court for witness duty when subpoenaed to do so. If employees have been subpoenaed or otherwise requested to testify as witnesses by SIC, they will receive paid time off for the entire period of witness duty. Refer to the Employee Benefit Eligibility at the beginning of this section to determine your eligibility to use paid witness leave. Due to the seasonal nature of SIC's business, seasonal employees are not eligible to receive witness duty leave.

Employees will be granted a maximum of 40 hours of paid time off to appear in court as a witness at the request of a party other than SIC. Employees will be paid at their base rate and are free to use any remaining paid leave benefits (such as vacation leave) to receive compensation for any period of witness duty absence that would otherwise be unpaid. An employee who is a defendant convicted in a criminal proceeding, or an employee who appears as an expert witness, is not eligible for paid leave.

The subpoena should be shown to the employee's supervisor immediately after it is received so that operating requirements can be adjusted, where necessary, to accommodate the employee's absence. The employee is expected to report for work whenever the court schedule permits.

Extended Leave Benefits

SIC offers several extended leave benefits that can be used independently or in conjunction with each other. A *medical leave* of absence is typically used for lengthier absences due to serious illness. If the serious illness is related to pregnancy or childbirth, the employee can use *pregnancy leave*. For the serious illness of a family member, such as a child, spouse, or parent an employee can use *family leave*. *Family leave* can also be used for family obligations related to childbirth, adoption or placement of a foster child.

When an employee combines the use of a type of leave, such as medical and family leave, they do not combine the maximum length of the overall leave of absence. The maximum leave time for either leave benefit is 3 months whether it is used independently or in conjunction with another leave. The only exception to this is pregnancy leave; the maximum amount of leave under this benefit is equal to the length of time the employee is unable to work due to a disability that is related to pregnancy or childbirth. Specific information regarding each leave benefit follows.

Family Leave

Though SIC is not required to under the federal Family and Medical Leave Act, SIC provides family leaves of absence without pay to eligible employees who wish to take time off from work to fulfill family obligations relating directly to childbirth, adoption, or

placement of a foster child; or to care for a child, spouse, or parent with a serious health condition. A serious health condition means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a health care provider. Eligible female employees may also request a pregnancy leave, see below for further detail. It is required that employees make full use of available accrued sick leave and disability insurance, if applicable, before requesting unpaid family leave. Employees may elect to use accrued vacation time as well.

Eligibility for family leave is based on the employee's classification; refer to the Employee Classification and Benefit Eligibility table at the beginning of this section to determine your eligibility to use family leave. Eligible employees may request family leave only after having completed six months of service. Eligible employees should make requests for family leave to their supervisors at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events.

Employees requesting family leave related to the serious health condition of a child, spouse, or parent may be required to submit a health care provider's statement verifying the need for a family leave to provide care, its beginning and expected ending dates, and the estimated time required.

Eligible employees may request up to a maximum of 3 months of family leave within any 12 month period. Any combination of family leave and medical leave may not exceed this maximum limit. If this initial period of absence proves insufficient, consideration will be given to a written request for a single extension of no more than 60 calendar days. Employees who are members of the same family, and therefore may be impacted by the same event, are not required to combine their leave for any purposes; however, in order to minimize disruption to SIC's operations, employees from the same household may be asked to stagger their use of family leave, if feasible.

SIC will continue to provide health insurance to eligible employees for the length of the family leave. Subject to the terms, conditions, and limitations of the applicable plans, other insurance benefits will be provided by SIC until the end of the month in which the approved family leave begins. At that time, employees will become responsible for the full costs of these benefits if they wish coverage to continue. When the employee returns from family leave, benefits will again be provided by SIC according to the applicable plans.

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

So that an employee's return to work can be properly scheduled, an employee on family leave is requested to provide SIC with at least two weeks advance notice of the date the employee intends to return to work. When family leave ends, the employee will be reinstated to the same position, if it is available, or to an equivalent position for which the employee is qualified.

If an employee fails to return to work on the agreed upon return date, SIC will assume that the employee has resigned.

Medical Leave

Though SIC is not required to under the federal Family and Medical Leave Act, SIC provides medical leaves of absence without pay to eligible employees who are temporarily unable to work due to a serious health condition or disability. For purposes of this policy, serious health conditions or disabilities include inpatient care in a hospital, hospice, or residential medical care facility; continuing treatment by a health care provider. It is required that employees make full use of available accrued sick leave and disability insurance, if applicable, before requesting unpaid medical leave. Employees may elect to use accrued vacation time as well.

Refer to the Employee Benefit Eligibility table at the beginning of this section to determine your eligibility for medical leave. Eligible employees may request medical leave only after having completed 6 months of employment. Exceptions to the service requirement will be considered to accommodate disabilities. Eligible employees should make requests for medical leave to their supervisors at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events.

A health care provider's statement must be submitted verifying the need for medical leave and its beginning and expected ending dates. Any changes in this information should be promptly reported to SIC. Employees returning from medical leave must submit a health care provider's verification of their fitness to return to work.

Eligible employees are normally granted leave for the period of the disability, up to a maximum of 3 months within any 12 month period. Any combination of medical leave and family leave may not exceed this maximum limit. If the initial period of approved absence proves insufficient, consideration will be given to a request for an extension.

Employees who sustain work-related injuries are eligible for a medical leave of absence for the period of disability in accordance with all applicable laws covering occupational disabilities.

SIC will continue to provide health insurance to eligible employees for the length of the medical leave. Subject to the terms, conditions, and limitations of the applicable plans, other insurance benefits will be provided by SIC until the end of the month in which the approved medical leave begins. At that time, employees will become responsible for the full costs of these benefits if they wish coverage to continue. When the employee returns from medical leave, benefits will again be provided by SIC according to the applicable plans.

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

So that an employee's return to work can be properly scheduled, an employee on medical leave is requested to provide SIC with at least two weeks advance notice of the date the employee intends to return to work. When a medical leave ends, the employee will be reinstated to the same position, if it is available, or to an equivalent position for which the employee is qualified.

If an employee fails to return to work on the agreed upon return date, SIC will assume that the employee has resigned.

Pregnancy Leave

In accordance with NH RSA 354-A:7 VI, if you become pregnant, you may request an unpaid leave of absence for the period during which you are unable to work specifically due to your pregnancy or the birth of your child. SIC's short-term disability plan provides paid benefits to pregnant women during a pregnancy leave of absence for up to 11 weeks. The length of pregnancy leave is determined by your ability to return to work.

A health care provider's statement must be submitted verifying the need for medical leave and its beginning and expected ending dates. Any changes in this information should be promptly reported to SIC. Employees returning from pregnancy must submit a health care provider's verification of their fitness to return to work.

The employee may combine the use of unpaid pregnancy leave with family leave and other accrued leave. The rules regarding family leave do not change; an employee can take up to 12 weeks of family leave to be at home for the birth of a new child. Pregnancy leave is used only for the time during the pregnancy or after the birth of the child for which the employee is unable to work due to a disability related to the pregnancy or childbirth. The maximum amount of pregnancy leave allowed is based on the length of time the mother is unable to work.

SIC will continue to provide health insurance to eligible employees for the length of the pregnancy leave. Subject to the terms, conditions, and limitations of the applicable plans, other insurance benefits will be provided by SIC until the end of the month in which the approved pregnancy leave begins. At that time, employees will become responsible for the full costs of these benefits if they wish coverage to continue. When the employee returns from pregnancy leave, benefits will again be provided by SIC according to the applicable plans.

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

So that an employee's return to work can be properly scheduled, an employee on pregnancy leave is requested to provide SIC with at least two weeks advance notice of the date the employee intends to return to work. When a pregnancy leave ends, the employee will be reinstated to the same position, if it is available, or to an equivalent position for which the employee is qualified.

If an employee fails to return to work on the agreed upon return date, SIC will assume that the employee has resigned.

Military Leave

A military leave of absence will be granted to eligible employees who are absent from work because of service in the U.S. Uniformed Services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Refer to the Employee Benefit Eligibility table at the beginning of this section to determine your eligibility to use military leave. Eligible seasonal employees are only eligible for military leave and its conditions during their employment term. Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

The leave will be unpaid. However, employees may use any available paid time off for the absence.

Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible.

Benefit accruals, such as vacation, sick leave, and holiday benefits, will be suspended during the leave and will resume upon the employee's return to active employment.

Employees on military leave for up to 30 days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time.

Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws.

Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

Personal Leave of Absence

SIC provides leaves of absence without pay to eligible employees who wish to take time off from work duties to fulfill personal obligations. Refer to the Employee Benefit Eligibility table at the beginning of this section to determine your eligibility to use personal leave.

Eligible employees may request personal leave only after having completed one year of service. As soon as eligible employees become aware of the need for a personal leave of absence, they should request such leave from their supervisor.

Personal leave may be granted for a period of up to 1 month for every 24 months. If this initial period of absence proves insufficient, consideration will be given to a written request for a single extension to a total of no more than 2 months. With the supervisor's approval, an employee may take any available sick leave or vacation leave as part of the approved leave of absence.

Requests for personal leave will be evaluated based on a number of factors, including anticipated work load requirements and staffing considerations during the proposed period of absence.

Subject to the terms, conditions, and limitations of the applicable plans, health insurance benefits will be provided by SIC until the end of the month in which the approved personal leave begins. At that time, employees will become responsible for the full costs of these benefits if they wish coverage to continue. When the employee returns from personal leave, benefits will again be provided by SIC according to the applicable plans.

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

When a personal leave ends, every reasonable effort will be made to return the employee to the same position, if it is available, or to a similar available position for which the employee is qualified. However, SIC cannot guarantee reinstatement in all cases.

If an employee fails to report to work promptly at the expiration of the approved leave period, SIC will assume the employee has resigned.

Additional Benefits

Benefits Continuation (see also Benefits Continuation under Leaving SIC)

The State of New Hampshire's Benefit Continuation Plan gives eligible employees and their qualified beneficiaries the opportunity to continue health and dental insurance coverage under SIC's benefit plans for up to 18 months when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation or termination of employment; a reduction in an employee's hours or leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under this plan, the employee or beneficiary pays the full cost of coverage at SIC's group rates. SIC provides each eligible employee with a written notice describing rights granted under the NH plan, when the employee becomes eligible for coverage under SIC's benefit plans. The notice contains important information about the employee's rights and obligations.

Employee Discounts

SIC offers all employees a 20% discount at retail locations that are owned and operated by SIC on Star Island: the snack bar. The gift store, lobby store and book store are independently operated so there is no discount for employees unless offered by the ISAUU.

Flexible Benefits Program

SIC provides a Flexible Benefits Program to eligible employees; these accounts are regulated under Section 125 of the Internal Revenue Service Code and allow the employee to pay for medical and dental expenses, dependent care expenses and insurance plan premiums on a pre-tax basis. The Flexible Benefits Program is comprised of three parts: 1) a Medical Reimbursement Account 2) a Dependent Care Reimbursement Account and 3) a Premium Offset Plan. All year-round staff qualifies for the Flexible Benefits Program and the Premium Offset Plan. All employees eligible to receive Star Island health and or dental benefits qualify for the Premium Offset Plan.

Flexible Benefits provide pre-tax reimbursement to employees for health care and dependent care expenses that are not reimbursed by any other insurance or reimbursement program. **IRS regulations require any money not used for eligible expenses in a plan year, be forfeited.**

Medical Reimbursement Account (MRA) – The medical reimbursement benefit provides employees the opportunity to pay for medically related expenses, on a pre-tax basis, that are not reimbursed by an insurance plan. The amount you contribute and the amount you are reimbursed from your Medical Reimbursement Account are income tax-free. The annual maximum reimbursement for the MRA is \$2,000 per eligible employee and \$4,000 per household when both the employee and the spouse are SIC employees. Eligible expenses may include the following examples: medical office and prescription

co-pays, deductibles, eyeglasses, contact lenses, orthodontics, and over-the-counter medications.

Important Note: Employees enrolled in SIC's Health Savings Plan cannot enroll in an MRA. An HSA can be used in the same manner as a MRA accordingly IRS regulations prohibit ownership of both.

Dependent Care Reimbursement Account (DCRA) – The dependent care benefit provides employees the opportunity to pay for dependent care expenses for a child, disabled spouse or dependent parent, on a pre-tax basis. The amount you contribute and the amount you are reimbursed from your DCRA are income tax-free. You may contribute up to \$5,000 per household. If you are married and file a separate income tax return, contributions cannot exceed \$2,500 for each of you. Eligible expenses must be work related and include the following examples: the cost of care provided in or out of your home for a qualified dependent; payments made to a childcare service to provide day care for a qualified dependent.

Premium Offset Plan (POP) – SIC offers contributory group health and dental insurance coverage for the benefit of its employees and their eligible dependents. The premium offset benefit provides employees the opportunity to pay their share of these health and dental insurance premiums on a pre-tax basis, thereby reducing the employee's overall taxable income. Enrollment in SIC's Premium Offset Plan is automatic for all employees eligible for SIC health and dental insurance plan. An employee may choose not to participate by signing a non-participation form available from the Plan Administrator.

Reimbursements are made through the MRA and DCRA only; POP payments are not reimbursable to the employee as the expense is incurred directly by SIC and the reduction in the employee's salary is done to repay SIC for the employee's share of the insurance plan premium. Reimbursements from the MRA and DCRA can only be made for services that are incurred during the calendar year. To file a claim for reimbursement from your account, submit a copy of the receipt for the eligible service to the Finance Director; reimbursement requests should be submitted no more frequently than once a month. Your reimbursement will be processed and provided to you via check during the next accounts payable cycle. For dependent care reimbursements if a reimbursement request exceeds the account balance, reimbursement will only be made up to the balance available in the account. For medical care reimbursements, reimbursement will be made for any amount up to and including the maximum eligible amount, based on your anticipated contributions for the year or your employment term, not to exceed \$2,000.

IRS regulations require any money not used for eligible expenses in a calendar year be forfeited. Once you enroll in a Flexible Benefits program, participation must continue unchanged until the end of the calendar year unless you have a qualifying life event (marriage, divorce, death, birth/adoption or change in employment). Any adjustment to your election must occur within 31 days of the occurrence.

Full details of the Flexible Benefits Program are described in the Plan Document and Summary Plan Description, which will be provided in advance of enrollment to eligible employees. Contact the HR Director for more information about the Flexible Benefits Program.

Professional Development

Training – SIC may require employees to attend job-related trainings and/or education classes that will support SIC's efforts to maintain and enhance the knowledge and skill level of its staff. Employees are encouraged to seek out trainings that will support their work. Registration and associated costs for trainings or educational events that an employee is required to attend will be paid for by SIC. Proposals for participating in such activities should be submitted for inclusion in the organization's operating budget.

Education Assistance – SIC recognizes that the skills and knowledge of its employees are critical to the success of the organization. The educational assistance program encourages personal development for employees that are voluntarily seeking formal education so that they can maintain and improve job-related skills or enhance their ability to compete for reasonably attainable jobs within SIC.

SIC will provide educational assistance to all year-round employees who have completed one year of employment. To maintain eligibility, employees must remain on the active payroll and be performing their job satisfactorily throughout the completion of each course.

SIC will provide financial assistance equivalent to 50% of the cost of tuition per course but no more than \$750 per year or as funding allows; SIC can assist employees with only one course per semester, assuming no more than two semesters per year. Employees requesting educational assistance should submit their request for inclusion in the organization's operating budget.

Individual courses or courses that are part of a degree, licensing, or certification program must be related to the employee's current job duties or a foreseeable-future position in the organization in order to be eligible for educational assistance. SIC has the sole discretion to determine whether a course is related to an employee's current job duties or a foreseeable-future position.

While educational assistance is expected to enhance employees' performance and professional abilities, SIC cannot guarantee that participation in formal education will entitle the employee to automatic advancement, a different job assignment, or pay increases.

Relocation

In exceptional cases and at its discretion SIC may pay for certain costs directly related to relocation when providing a moving allowance is necessary for an individual to accept employment with the corporation. Moving allowances must be negotiated at the time of offering a position.

Star Island Contact Information

Following is contact information for key Star Island employees that can answer questions or respond to comments regarding the Personnel Handbook. The primary point of contact is the HR Director. The contact phone number for each employee listed is (603) 430-6272.

Sonya Merritt
HR Director
smerritt@starisland.org

Other Staff Contacts

Kate Brady
Office Manager
kbrady@starisland.org

Vicky Hardy
Chief Executive Officer
vhardy@starisland.org

Kristi Vazifdar
Finance Director
kvazifdar@starisland.org

PERSONNEL HANDBOOK – APPENDIX A

STAR ISLAND CORPORATION

POLICY AND PROCEDURE ADDRESSING SEXUAL HARASSMENT

Note: This policy will be distributed and reviewed annually at first staff meeting of the year and by the Board of Directors annually at the January board meeting. It will be distributed to and reviewed with, all new staff at the time of hire and it will be part of board briefing materials.

Preface: The SIC shall maintain an environment in which all persons are free from sexual or other unlawful harassment. All persons associated with the Star Island Corporation, including, but not necessarily limited to, the employees (Pelicans), the administration, other staff, contractors, consultants, volunteer workers and conferees, are expected to conduct themselves at all times so as to provide an atmosphere free from sexual harassment. Sexual harassment is unlawful and will not be tolerated. Any person who engages in these behaviors while acting as a member of the Star Island community will be in violation of this policy as held by state and federal laws. Further, retaliation against an individual for filing a complaint or assisting in the investigation pursuant to this policy is unlawful and will not be tolerated.

1. Sexual harassment is defined as unwelcome sexual advances; requests for sexual favors; or other verbal or physical conduct of a sexual nature may constitute sexual harassment where:
 - 1.1. Submission to such conduct is made either explicitly or implicitly a term or condition of a person's employment or participation in retreat, educational or other activities sponsored or hosted by the SIC.
 - 1.2. Submission to, or rejection of such conduct by an individual is used as the basis for employment or participation in retreat, educational or other activities affecting such individual.
 - 1.3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work or participation or creating an intimidating, hostile or offensive working, educational or retreat environment.
 - 1.4. The following unwelcome conduct may also constitute sexual harassment, whether intended or not:
 - 1.4.1. use of sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's own or another's sex life, comments on an individual's body, comments about an individual's sexual activity, deficiencies or prowess
 - 1.4.2. displaying sexually suggestive objects, printed materials, pictures or cartoons;
 - 1.4.3. unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments;

- 1.4.4. inquiries into one's sexual experience, and,
- 1.4.5. discussion of one's sexual activities.

Sexual harassment is addressed in Federal law and the guidelines set out in the State of NH manual on sexual harassment will be followed.

2. The Grievance Officer: The Chief Executive Officer will annually designate him/herself or appoint a senior staff person of the Star Island Corporation as the Sexual Harassment Grievance Officer who will be vested with the authority and responsibility of processing all sexual harassment complaints. Alternate Grievance Officer(s) may also be designated. In the event the complaint is against the Grievance Officer when not the Chief Executive Officer, the complaint will be heard by the Chief Executive Officer. In the event the complaint is against the Chief Executive Officer, the complaint shall be heard by the President of the SIC Board of Directors or their designee.

2.1. Any member of the Star Island community who believes that he or she has been subjected to sexual harassment may report the incident(s) to the Grievance Officer.* A parent, guardian or any person who believes that a child has been subjected to sexual harassment of any kind must file a complaint on behalf of the child. Anyone (employees, conferees, etc.) can raise concerns and make reports without fear of reprisal.

Any employee, supervisor or Chief Executive Officer who becomes aware of possible sexual harassment should promptly advise the Grievance Officer who will handle the matter in a timely and confidential manner.

2.2. When a charge is made, the following process will be used to reach a disposition that protects the safety of all while on Star Island, in the SIC office, or doing the business of the corporation.

The Grievance Officer will investigate the matter through the following process:

2.2.1. When the aggrieved is a minor and the harassment constitutes an allegation of child abuse, the Grievance Officer will guide the charging party through the process of making an oral report of the child abuse or the Grievance Officer will him/herself make such report to the Bureau of Children, Division for Children, Youth, and Families. Department of Health and Human Services in accordance with NHRSA 169-C:29 which states "any...person having reason to suspect that a child has been abused or neglected shall report the same..." and NHRSA 169-C:30 states "An oral report shall be made immediately by telephone or otherwise, and followed within 48 hours by a report in writing, if so requested, to the bureau."

2.2.2. When the aggrieved is an adult, the Grievance Officer will confer with the charging party in order to obtain a clear understanding of that party's statement of the facts. He/she will ask that allegations be in writing and signed by the reporting party.

2.2.3. The Grievance officer will then meet with the charged party in order to obtain his or her response to the complaint.

- 2.2.4. The Grievance Officer will hold as many meetings with the parties as is necessary to gather facts, and if necessary to interview witnesses.
- 2.2.5. Privacy and confidentiality: In the course of taking any action, the greatest degree of privacy and confidentiality possible shall be maintained.
- 2.2.6. On the basis of the Grievance Officer's findings, he or she will:
 - 2.2.6.1. Keep a written record of information gathered throughout the process of resolving the complaint and shall complete a written record of his/her findings.
 - 2.2.6.2. When a person other than the Chief Executive Officer transfers the record of the investigation to the Chief Executive Officer, and so notifies the parties.
- 2.3. After reviewing the record, the Chief Executive Officer or designee will decide the next appropriate action. The Chief Executive Officer or designee may gather additional information as deemed necessary to resolve the matter formally or informally. With the consent of the reporting party, the Grievance Officer may mediate a resolution between or among the parties.

Thereafter the Chief Executive Officer or his/her designee shall impose any sanctions deemed appropriate, including, without limitation, a warning, suspension, termination or expulsion. Any disciplinary action shall be processed in accordance with all requirements of law.
- 2.4. If a person filing a complaint does not believe the situation has been satisfactorily resolved, such person should then bring the complaint to the Star Island Board of Directors.
- 3. Protection of the Parties: Retaliation against any person who has filed complaint for sexual harassment or cooperated in an investigation regarding a complaint for sexual harassment is unlawful and will not be tolerated.
- 4. Policy Dissemination: In accordance with the law, this policy shall be given to all new employees upon appointment and shall be distributed annually to all employees and conference chairs/leaders.
- 5. Annual Review: This policy shall be reviewed annually in January with the SIC Board of Directors.
- 6. Copies of this policy shall be referenced in the handbook, *Better Living on Star Island*, with copies available to guests and other visitors, and included as well in manuals developed for administrators and staff of the SIC.
- 7. For issues of discrimination and non-sexual harassment, refer to SIC's Policy and Procedure Addressing Discrimination and Non-Sexual Harassment.
- * The Sexual Harassment Grievance Officer for the Star Island Corporation for 2007 is the Chief Executive Officer. The alternate Grievance Officers are the Conference Center Director and a designated member of the Personnel Committee. The Grievance Officer or Alternates may be reached by telephone at 603-430-6272 or by mail at 30 Middle Street, Portsmouth, NH 03801.

LEGAL REFS:

Title VII, Section 703, Civil Rights Act of 1964 as amended 45 Federal Regulation 74676 issued by ELO Com.

New Hampshire RSA 354-A

Additional information on sexual harassment may be found in the *Manual on Sexual Harassment* published by the New Hampshire Commission for Human Rights; *Sexual Harassment: It's Not Academic* from the U.S Office for Civil Rights; and a fact sheet from the US Equal Employment Opportunities Commission (EEOC), Appendices E, F, and G.

Reviewed & approved at SIC Board Mtg. January 15, 2009.

PERSONNEL HANDBOOK – APPENDIX B

STAR ISLAND CORPORATION

POLICY AND PROCEDURE ADDRESSING DISCRIMINATION And NON-SEXUAL HARASSMENT

Note: This policy will be distributed and reviewed annually at first staff meeting of the year and by the Board of Directors annually at the January board meeting. It will be distributed to and reviewed with, all new staff at the time of hire and it will be part of board briefing materials.

Preface: The SIC shall maintain an environment in which all persons are free from discrimination and other unlawful non-sexual harassment. All persons associated with the Star Island Corporation, including, but not necessarily limited to, the employees (Pelicans), the administration, other staff, contractors, consultants, volunteer workers and conferees, are expected to conduct themselves at all times so as to provide an atmosphere free from discrimination and harassment. Discrimination and harassment are unlawful and will not be tolerated. Any person who engages in these behaviors while acting as a member of the Star Island community will be in violation of this policy as held by state and federal laws. Further, retaliation against an individual for filing a complaint or assisting in the investigation pursuant to this policy is unlawful and will not be tolerated.

1. The Star Island Corporation (SIC) shall not discriminate on the basis of age, color, marital status, national origin, physical or mental disability, race, religion, sex or sexual orientation. This policy is in keeping with the philosophy and mission of this religious and educational conference center, the Code of Ethics of the SIC and the laws of the State of New Hampshire and the United States of America.
2. Discrimination and non-sexual harassment are defined as conduct that includes actions, words, jokes or comments based on an individual's gender, sexual orientation, race, ethnicity, age, religion or any other legally protected characteristic and that has the purpose or effect of unreasonably interfering with an individual's work or performance, or creating an intimidating, hostile or offensive working or conference environment. Discrimination or harassment will not be tolerated.
3. The Chief Executive Officer will annually designate him/herself or appoint a senior staff person of the Star Island Corporation as the Discrimination and Harassment Grievance Officer who will be vested with the authority and responsibility of processing all discrimination or non-sexual harassment complaints. Alternate Grievance Officer(s) may also be designated. In the event the complaint is against the Grievance Officer when not the Chief Executive Officer, the complaint will be heard by the Chief Executive Officer. In the event the complaint is against the Chief Executive Officer, the complaint shall be heard by the President of the SIC Board of Directors or their designee.

- 3.1. Any member of the Star Island community who believes that he or she has been subjected to discrimination or non-sexual harassment may report the incident(s) to the Grievance Officer.* A parent or guardian who believes that a child has been subjected to discrimination or non-sexual harassment may file a complaint on behalf of the child. Anyone (employees, conferees, etc.) can raise concerns and make reports without fear of reprisal.

- 3.2. Any employee, supervisor, Chief Executive Officer or other person who becomes aware of possible discrimination or non-sexual harassment should promptly advise the Grievance Officer who will handle the matter in a timely and confidential manner.
 When a charge is made, the following process will be used to reach a disposition that protects the safety of all while on Star Island, the SIC office or doing the business of the corporation.
 The Grievance Officer will investigate the matter through the following process:
 - 3.2.1. When the aggrieved is a minor and the harassment constitutes an allegation of child abuse, the Grievance Officer will guide the charging party through the process of making an oral report of the child abuse or the Grievance Officer will him/herself make such report to the Bureau of Children, Division for Children, Youth, and Families. Department of Health and Human Services in accordance with NHRSA 169-C:29 which states "any...person having reason to suspect that a child has been abused or neglected shall report the same..." and NHRSA 169-C:30 states "An oral report shall be made immediately by telephone or otherwise, and followed with in 48 hours by a report in writing, if so requested, to the bureau."

 - 3.2.2. When the aggrieved is an adult, the Grievance Officer will confer with the charging party in order to obtain a clear understanding of that party's statement of the facts. He/she will ask that allegations be in writing and signed by the reporting party.

 - 3.2.3. The Grievance officer will then meet with the charged party in order to obtain his or her response to the complaint.

 - 3.2.4. The Grievance Officer will hold as many meetings with the parties as is necessary to gather facts, and if necessary to interview witnesses.

 - 3.2.5. Privacy and confidentiality: In the course of taking any action, the greatest degree of privacy and confidentiality possible shall be maintained.

 - 3.2.6. On the basis of the Grievance Officer's findings, he or she will:
 - 3.2.6.1. keep a written record of information gathered throughout the process of resolving the complaint and shall complete a written record of his/her findings.

3.2.6.2. when a person other than the Chief Executive Officer, transfer the record of the investigation to the Chief Executive Officer, and so notify the parties.

3.3. After reviewing the record, the Chief Executive Officer or designee will decide on the next appropriate action. The Chief Executive Officer or designee may gather additional information as deemed necessary to resolve the matter.

Thereafter the Chief Executive Officer or his/her designee shall impose any sanctions deemed appropriate, including, without limitation, a warning, suspension, termination or expulsion. Any disciplinary action shall be processed in accordance with all requirements of law. (In cases of child abuse, the grievance officer will take whatever action necessary to ensure the child's safety and he/she will guard against subjecting the child to multiple interviews by deferring any investigation to the State.)

3.4. If a person filing a complaint does not believe the situation has been satisfactorily resolved, such person should then bring the complaint to the Board of the Star Island Corporation.

4. Protection of the Parties: Retaliation against any person who has filed a complaint for discrimination or non-sexual harassment or cooperated in an investigation regarding a complaint for discrimination or non-sexual harassment is unlawful and will not be tolerated.
5. Policy Dissemination: In accordance with the law, this policy shall be given to all new employees upon appointment and shall be distributed annually to all employees and conference chairs/leaders.
6. Annual Review: This policy shall be reviewed annually in January with the SIC Board of Directors.
7. Copies of this policy shall be referenced in the handbook, *Better Living on Star Island*, with copies available to guests and other visitors, and included as well in manuals developed for administrators and staff of the SIC.
8. For issues of sexual harassment, refer to SIC's Policy and Procedure Addressing Sexual Harassment.

* The Discrimination/Harassment Grievance Officer for the Star Island Corporation for 2007 is the Chief Executive Officer. The alternate Grievance Officers are the Conference Center Director and a designated member of the Personnel Committee. The Grievance Officer or Alternates may be reached by telephone at 603-430-6272 or by mail at 30 Middle Street Portsmouth, NH 03801.

LEGAL REFS:

Title VII, Section 703, Civil Rights Act of 1964 as amended 45

Federal Regulation 74676 issued by ELO Com.
Chapter 278 M.G.L.
New Hampshire RSA 354-A

Reviewed & approved at SIC Board Mtg. January 15, 2009.

PERSONNEL HANDBOOK – APPENDIX C

STAR ISLAND CORPORATION

POLICY AND PROCEDURE ADDRESSING CHILD ABUSE

Note: This policy will be distributed and reviewed annually at first staff meeting of the year and by the Board of Directors annually at the January board meeting. It will be distributed to and reviewed with, all new staff at the time of hire and it will be part of board briefing materials.

Preface: The SIC shall maintain an environment in which all children are free from child abuse. All persons associated with the Star Island Corporation, including, but not necessarily limited to, the employees (Pelicans), the administration, other staff, contractors, consultants, volunteer workers and conferees, are expected to conduct themselves at all times so as to provide a safe and nurturing atmosphere for children and adolescents. Child abuse is unlawful and will not be tolerated. Any person who engages in behaviors that are defined as child abuse while acting as a member of the Star Island community will be in violation of this policy as held by state and federal laws. Further, retaliation against an individual for filing a complaint or assisting in the investigation pursuant to this policy is unlawful and will not be tolerated.

1. Child abuse shall be defined as in NH RSA 169-C: 3, the New Hampshire Child Protection Act, II and XXVII. [Title 12, Chapter 169-C, New Hampshire Revised States]:

" 'Abused child' means any child who has been:

- (a) Sexually abused; or
- (b) Intentionally physically injured; or
- (c) Psychologically injured so that said child exhibits symptoms of emotional problems generally recognized to result from consistent mistreatment or neglect; or
- (d) Physically injured by other than accidental means."

" 'Sexual abuse' means the following activities under circumstances which indicate that the child's health or welfare is harmed or threatened with harm: the employment, use, persuasion, inducement, enticement, or coercion of any child to engage in, or having a child assist any other person to engage in, any sexually explicit conduct or any simulation of such conduct for the purpose of producing any visual depiction of such conduct; or the rape, molestation, prostitution, or other form of sexual exploitation of children, or incest with children. With respect to the definition of sexual abuse, the term "child" or "children" means any individual who is under the age of 18 years."

- 1.1. NH law defines a child as any person who has not reached his or her eighteenth birthday [Chapter 169-C: 3]
- 1.2. Under NH law not only professional care givers of children but also ". . .any other person having reason to suspect that a child has been abused or neglected shall report the same. . ." [Chapter 169-C: 29]
 - 1.2.1. Responsibilities: As care providers and the host of care providers for children, the staff and volunteers of the SIC have a very serious responsibility for the health and well being of children. If any staff member suspects that a child has been or is in danger of being abused, it is his or her responsibility to immediately discuss concerns with the Chief Executive Officer (Grievance Officer). This applies if the abuse appears to come from another child or from a parent, guardian or other person responsible for the welfare of the child while on Star Island. If the Chief Executive Officer is not available, the staff member or volunteer shall contact his/her designee.
 - 1.2.2. Guidelines of employees of SIC: All employees will receive training about proper care and protection of any children on Star Island, in the offices of the SIC, and while during business of the corporation.
 - 1.2.3. Discipline: No child shall ever be disciplined by the use of any physical method including shaking, spanking and slapping. Verbal reprimands shall be calm, yet firm, and shall not include destructive criticism. If a child is disruptive, a parent, guardian or other person responsible for the welfare of the child while on Star Island shall be informed immediately.
 - 1.2.4. Reporting: Any person, regardless of position within SIC staff, who suspects physical or sexual abuse of a child must report it immediately to the following parties: the Chief Executive Officer (Grievance Officer) or his/her designee, the Chair(s) of the conference and/or the Director of the Children's Program of the conference **and** the Bureau of Children, Division for Children, Youth, and Families. Department of Health and Human Services in accordance with NHRSA 169-C:29.
2. The Grievance Officer: The Chief Executive Officer will annually designate him/herself or appoint a senior staff person of the Star Island Corporation as the Child Abuse Grievance Officer who will be vested with the authority and responsibility of processing all child abuse complaints. In the event the complaint is against the Grievance Officer when not the Chief Executive Officer, the complaint will be heard by the Chief Executive Officer. In the event the complaint is against the Chief Executive Officer, the complaint shall be heard by the President of the SIC Board of Directors or their designee.
 - 2.1. Any member of the Star Island community who believes that a child or adolescent has been subjected to child abuse must report the incident(s) to

the Grievance Officer.* A parent or guardian who believes that a child has been subjected to child abuse shall file a complaint on behalf of the child with the State of New Hampshire. Anyone (employees, conferees, etc.) can raise concerns and make reports without fear of reprisal.

Any employee, supervisor, staff or other person who becomes aware of possible child abuse shall promptly advise the Grievance Officer who will handle the matter in a timely and confidential manner.

The following process will be used to protect the safety of all while on Star Island, at the SIC office or doing the business of the corporation when a charge is made. At the same time, state reporting requirements and using the child protection services of the State of New Hampshire will be complied with so that the child in question is subjected to the least amount of interviewing or other interventions as possible.

2.2 The Grievance Officer will ensure that the matter is investigated through the following process:

2.2.1 The Grievance Officer will guide the charging party through the process of making an oral report of the child abuse **or** the Grievance Officer will him/herself make such report to the Bureau of Children, Division for Children, Youth, and Families. Department of Health and Human Services in accordance with NHRSA 169-C:29 which states "**any...person having reason to suspect that a child has been abused or neglected shall report the same...**" and NHRSA 169-C:30 states "An oral report shall be made immediately by telephone or otherwise, and followed with in 48 hours by a report in writing, if so requested, to the bureau."

2.2.2 The Grievance Officer will take whatever action necessary to ensure the child's safety and he/she will guard against subjecting the child to multiple interviews.

2.2.3 Privacy and confidentiality: In the course of taking any action, the greatest degree of privacy and confidentiality possible shall be maintained.

2.3 The Chief Executive Officer or designee may gather additional information as deemed necessary to protect the welfare of the child and ensure his or her safety and that of other children and adults. The Chief Executive Officer or designee shall impose any sanctions deemed appropriate, including, without limitation, a warning, suspension, termination or expulsion. Any disciplinary action shall be processed in accordance with all requirements of law.

3. Protection of the Parties: Retaliation against any person who has filed a complaint of child abuse or cooperated in an investigation regarding a complaint of child abuse is unlawful and will not be tolerated.

4. Policy Dissemination: In accordance with the law, this policy shall be given to all new employees upon appointment and shall be distributed annually to all employees and conference chairs/leaders.
 5. Annual Review: This policy shall be reviewed annually in January with the SIC Board of Directors.
 6. Copies of this policy shall be referenced in the handbook, *Better Living on Star Island*, with copies available to guests and other visitors and included as well in manuals developed for administrators and staff of the SIC.
- * The Child Abuse Grievance Officer for the Star Island Corporation for 2007 is the Chief Executive Officer. The alternate Grievance Officers are the Conference Center Director and a designated member of the Personnel Committee. The Grievance Officer or Alternates may be reached by telephone at 603-430-6272 or by mail at 30 Middle Street, Portsmouth, NH 03801.

LEGAL REFS:

Child abuse shall be defined as in Chapter 169-C: 3-29 of the New Hampshire Child Protection Act. [Title 12, Chapter 169-C, New Hampshire Revised States].

Reviewed & approved at the SIC Board Mtg. January 15, 2009.

PERSONNEL HANDBOOK – APPENDIX D

Reference Waiver

Employee's Name (Please Print): _____

Last 4 Digits of Employee's Social Security Number: _____

I acknowledge that I have been informed that it is the Star Island Corporation's general policy to disclose in response to a prospective employer's written request only the following information about current or former employees: (1) the dates of employment; (2) position, and (3) salary information.

By signing this release, I am voluntarily requesting that the Star Island Corporation depart from this general policy in responding to reference requests from any prospective employer that may be considering me for employment. I authorize the Star Island Corporation to disclose to such prospective employers any job performance information, including my reason(s) for leaving.

In exchange for the Star Island Corporation's agreement to depart from its general policy and to disclose additional employment-related information pursuant to my request, I agree to release and discharge the Star Island Corporation employees, officers, and directors for all claims, liabilities, and causes of action, known or unknown, fixed or contingent, that arise from or that are in any manner connected to the Star Island Corporation's disclosure of employment-related information to prospective employers. This release includes, but is not limited to claims of defamation, libel, slander, negligence, or interference with contract or profession.

I acknowledge that I have carefully read and fully understand the provision of this release and that I have decided to sign this release voluntarily and without coercion or duress by any person.

This release sets forth the entire agreement between the Star Island Corporation and me, and I acknowledge that I have not relied upon any representation or statement, written or oral, not set forth in this document.

A photocopy or fax of this authorization shall be as valid as the original.

Signature _____

Date _____