

Zia Vista Employment Contract
(updated 1 October 2006)

I, _____, agree to fill the position of

- Office Manager
- Maintenance Supervisor
- Maintenance Assistant

at Zia Vista Condominium. I understand that my employment is at-will, which means that I may terminate my employment at any time with two weeks' written notice to the President of the Board of Directors. I also understand that the Board of Directors may terminate my employment at any time with two weeks' written notice to me.

Also, I have read and agree to be bound by the Zia Vista Employee Handbook. The latest available revision of this has been provided to me by the Board of Directors.

Annual Salary: \$ _____

Benefits Allowance: \$ _____

Vacation Accrual: _____ hours / month

Sick Leave Accrual: _____ hours / year

Additional Comments / Agreements:

Signed and Agreed on today's date: _____,

Employee: _____

Board President: _____

**Zia Vista Condominium
Employee Handbook**

Effective Date: 1 October 2006

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I. Statement of Intent

This document has been prepared by the Board of Directors of Zia Vista, to convey its vision and requirements for the conduct of its employees.

As this document is not comprehensive, we expect that all employees will comply with Federal and State laws where they are applicable. In particular:

1. Zia Vista Condominium is an equal opportunity employer;
2. Zia Vista Condominium does not discriminate based on any Federally protected category;
3. Harassment, violence, and any illegal activity during work hours or while on the Condominium Property are prohibited.

If any portion of this document is found to run contrary to Federal or State law, only that portion of this document shall be null and void.

Finally, Zia Vista is committed to following all applicable employment legislation. Any issues with these policies should be directed, in writing, to the President of the Board of Directors immediately.

II. Introduction / Applicability

This document, provided by the Board of Directors of Zia Vista, outlines basic policies governing the work environment at Zia Vista Condominium.

As an employee, it is your responsibility to read and understand this document, to ask questions as necessary, and to sign a statement stating that you have read, understand, and agree to be bound by this document.

The purpose of this effort is to ensure a common standard of performance and accountability among all employees.

III. Business Hours and Observed Holidays

General Business Hours: General business hours for Front Office and Maintenance Crew will be 9:00 AM to 6:00 PM every Monday through Friday. On Saturday and Sunday, the Front Office is closed and the maintenance crew is not on-site.

Comp Time for Maintenance Staff: Seasonally, and as appropriate, the maintenance staff may keep different hours than the Front Office. All deviations must be approved by the Office Manager in advance. Examples are for early snow removal, pool cleaning, etc.

Emergency Pager: An emergency pager is carried by a member of the maintenance staff at all times (24 /7/365/). This pager is used by residents of Zia Vista to report disastrous events which must be contained / controlled immediately, but are not a Fire/ Police (municipal) nature. *In any event, including holidays, weekends, and vacation, a member of the maintenance staff must carry and be available to respond to the emergency pager.*

Observed Holidays: Observed Holidays are considered to be paid leave for both salaried and hourly workers. In addition, each employee has one Discretionary Holiday to use each year, described below:

The Observed Holidays at Zia Vista are:

- | | |
|-------------------------------|-------------------------------|
| a. New Year's Day | January 1 |
| b. Memorial Day | Last Monday in May |
| c. Independence Day | July 4 |
| d. Labor Day | First Monday in September |
| e. Thanksgiving Day | Fourth Thursday in November |
| f. Friday after Thanksgiving* | Friday following Thanksgiving |
| g. Christmas Eve | December 24 |
| h. Christmas Day | December 25 |

Discretionary Holiday: The Discretionary Holiday allows for an employee to observe a religious holiday, take part in a specific cultural celebration, or just enjoy a day of rest. This day may be split up between two half-days. All other employees must report for work that day. Any number of employees may use their discretionary Holiday simultaneously.*

*Revised June 25, 2009

IV. Vacation Leave Policy

Eligibility. Vacation time is accrued by full-time (salaried) employees only.

Cash Value. Upon termination of employment, either by action of Zia Vista or the employee, the employee's hourly wage will be calculated based on their salary across a standard 40-hour work week. Each accrued hour of vacation will be paid out at the employee's standard hourly wage.

Accrual Date. Newly accrued vacation time is added to the employee's existing balance on every first of the month.

Maximum Accrual. The amount of accrued vacation time may never exceed 120 hours (equivalent to fifteen 8-hour days). If at the accrual limit, employees must always "make room" for the new accrual by the next accrual date, or forfeit the new accrual. Vacation time in this "bank" system carries over from year to year.

Split Usage. Vacation days may be split into half-day (4 hour) units.

Advance Use / Borrowing. An employee may borrow vacation time up to six months in advance for any reason. If employment with Zia Vista is terminated by either Zia Vista or the employee, prior to "paying back" the borrowed vacation, the employee will have a corresponding amount of hourly-equivalent wage held back from his or her final paycheck.

Specific Accrual Rates for Current Employees. This paragraph applies only to Tina Tait and Ralph Sanchez, in recognition of their seniority of service to Zia Vista. Tina and Ralph will each receive 15 days of paid vacation per year, accrued at 10 hours per month. Any new hire will receive a vacation package to be determined by the Board at the time of hire.

V. Sick Leave Policy

Eligibility. Sick leave is accrued by full-time (salaried) employees only.

Cash Value. Sick leave has no cash value, and cannot be redeemed for additional compensation at any time.

Accrual Date. On January 1 of each calendar year, each employee receives his or her full allotment of sick days for that upcoming year.

Maximum Accrual. The amount of accrued sick leave may never exceed 240 hours (equivalent to thirty 8-hour days). If at the accrual limit, employees forfeit the new accrual. If near the accrual limit, employees replenish their “bank” to the maximum hours allowed, and forfeit the rest. Sick leave time in this “bank” system carries over from year to year.

Split Usage. Sick leave may be split into quarter-day (2 hour) units, for the purpose of accounting for doctor’s visits and physical therapy.

Advance Use / Borrowing. There may be no advance use or borrowing of sick leave. If an employee expects to be out sick longer than their sick leave bank and vacation time allow, he or she should contact the President of the Board of Directors as soon as possible.

On the Job Injuries. If sick leave is required as a direct result of an injury while working for Zia Vista, the Board will provide a reasonable amount of paid leave for the employee to recuperate. This will not count against the employee’s banked sick leave or vacation time. These incidents will be handled on a case-by-case basis. *It is imperative for employees to report any job-related injury within 24 hours of its occurrence, to the President of the Board of Directors.*

Specific Accrual Rates for Current Employees. This paragraph applies only to Tina Tait and Ralph Sanchez, in recognition of their seniority of service to Zia Vista. Tina and Ralph will each receive 8 days (64 hours) of paid sick leave per year. In addition, Tina and Ralph will each start with 24 hours of “grandfathered” sick leave. Any new hire will receive a sick leave package to be determined by the Board at the time of hire.

VI. Staffing and Compensation

Positions at Zia Vista. There are three positions at Zia Vista Condominium:

a. Office Manager

The Office Manager is responsible for overseeing all day-to-day operations in the Zia Vista complex. The other two employees are considered to be direct reports of the Office Manager. The Office Manager will handle office tasks, coordinate maintenance and upkeep of the property, interact with residents, and work closely with the Board to implement policies.

b. Maintenance Supervisor

The Maintenance Supervisor, while formally answering to the Office Manager, practically has control over the routine maintenance and upkeep of the Zia Vista property. Primary tasks include various forms of cleaning and repair, especially of the clubhouse and pool areas. The Maintenance Supervisor is personally responsible for either carrying the emergency pager, or making sure it is being handled by the Maintenance Assistant.

High-risk or specialized maintenance work will generally be performed by hired short-term contractors.

c. Maintenance Assistant

The Maintenance Assistant performs tasks as assigned by the Maintenance Supervisor. Typically, these are less skilled tasks, ones which require supervision, and have very low risk of injury. Examples include cleaning, lifting, and two-person light construction work.

Employee Compensation. The Office Manager and Maintenance Supervisor will generally be paid a salary, the value of which will be arranged at the time of hire (and adjusted through occasional raises) by the Board of Directors.

Employees will not receive a cash bonus at any time. Cost of living and performance adjustments will be made through the raise mechanism.

The Maintenance Assistant position is paid hourly. Persons working in this capacity are not to be employed over 20 hours per week without prior approval from the President of the Board of Directors for each week over 20 hours.

The two salaried positions do not offer paid overtime. However, when the Office Manager is required to lock/unlock the clubhouse for a *resident* (not Board-sponsored) event during off hours, the Manager may continue to receive a small fee for this.

Additionally, if a maintenance disaster requires in excess of 10 hours of after-hours work in a given week by the Maintenance Supervisor, he or she should contact the Board to discuss potential additional compensation for that event, but none is guaranteed.

Benefits. Primary benefits (health, vision, and dental) insurance may be provided by the Board to full-time employees only. Quality and level of coverage may vary depending on years of service to Zia Vista.

In order to save the Board time and energy, and to provide flexibility of coverage to the employees, the Board will generally implement the benefits package as a fixed cash allowance above the employee's salary.

The employee is then free to spend that allowance towards benefits, or to obtain benefits through other channels and keep the allowance.

Review Period for Compensation and Benefits. The Board is obligated to review the total compensation package of each employee at least once every other year, and *consider* a raise and/or cost of living adjustment. Record of this review should be made in the minutes of the Board.

VII. Discipline Policy

Infractions. There are two general types of infractions:

[1] Violations against this Employee Handbook, including but not limited to excessive tardiness or absence, misuse of Zia Vista property, etc.

[2] Violations of Federal or State Law, including harassment, violence, illegal drug use, theft of Zia Vista property, etc.

Scope. Generally speaking, the Board of Directors is only concerned with an employee's actions while on the Property and/or during work hours. Extreme cases, such as conviction for a violent crime, may be excepted.

Warning Policy. It is the policy of the Board of Directors to issue three warnings to an employee, when the infraction is related to the Employee Handbook. Prior to the issuance of a warning, the employee will be given a chance to explain mitigating circumstances. Employee warnings may only be imposed by majority vote of the Board.

Once a warning has been imposed upon an employee, the warning may not be rescinded. The oldest warning on file is to be removed from an employee's record at the beginning of each calendar year.

Upon issuance of a third warning, the Board is obligated to take a vote to terminate the employee. This vote must be taken at the next regular meeting of the Board of Directors, or within 30 days of issuance of the third warning. The results of the termination vote must be recorded in that meeting's minutes.

Direct Termination. If an employee commits a violation of Federal or State Law while on the Property or during work hours, and is convicted of said violation, the Board is obligated to take a vote of termination as described above. Refer to the "Scope" subsection for more specific guidance.

At-Will Employment. All work with Zia Vista is on an "at-will" basis. This means that either the employee or Zia Vista may terminate employment at any time with two weeks' notice. *Nothing in this document is meant to limit the right of the Board to take a vote of termination on any employee at any time, it simply suggests best-practice and good faith procedures.*

VIII. Updates to This Handbook

This Handbook may be updated from time to time. Any updates must be approved by majority vote of the Board of Directors, and communicated in an official manner to the employees by a member of the Board.

Any employee may choose not to be bound by this Handbook. However, if an employee chooses not to be bound by this Handbook, he or she must immediately tender a two-week termination notice to the Board.

Employees are also encouraged to recommend changes to this Handbook. They may do so by submitting an official communication to the President of the Board, who must respond to the communication within 60 days of receipt.

IX. Provisional: Through 31 December 2006

In order to ensure a smooth, full transition to this Employee Handbook on January 1, 2007, the following will be implemented on October 1, 2006:

1. Existing vacation and sick days in the “old” system will remain available until 31 December 2006. On that day, all vacation and sick days expire, and accrual under this system begins on 1 January 2007.
2. The “old” holiday calendar will remain in effect until 31 December 2006. On 1 January 2007, the Observed Holidays of this document will replace the old holiday calendar.
3. The rest of this document shall take place immediately, as of October 1, 2006. Each employee wishing to retain employment at Zia Vista will be asked to sign an employment contract, acknowledging receipt and understanding of this Employee Handbook.