



NORTHWEST
WASHINGTON

FAIR

Employee Handbook

TEMPORARY EMPLOYEES

TABLE OF CONTENTS

	Page
FOREWORD	3
1. INTRODUCTION	4
1.1 Equal Employment Opportunity Statement	4
1.2 Policy Against Discrimination	4
1.3 Policy Against Sexual Harassment	4
1.4 Employee's Response to Misconduct	5
1.5 NWWF's Investigation	5
1.6 Non-Retaliation	5
2. EMPLOYMENT	5
2.1 Employee Categories	5
2.1.1 Policy	5
3. COMPENSATION	5
3.1 Payday	5
3.2 Time Records	6
4. ON THE JOB	6
4.1 Paid Sick Leave	6
4.2 Attendance, Punctuality and Dependability	8
4.3 Drug and Alcohol Abuse	8
4.4 Appearance and Conduct	9
4.4.1 General Guidelines	9
4.4.2 Violence in the Workplace	10
4.4.3 Accidents and Emergencies	10
4.4.4 Rest and Meal Periods	10
4.4.5 Access to Company Premises	11
5. RETURN OF COMPANY PROPERTY	11
TEMPORARY HANDBOOK ACKNOWLEDGEMENT FORM	12

FOREWORD

Welcome! We are very pleased that you will be joining our team at the Northwest Washington Fair! The NWWF provides this Temporary Employee handbook to outline certain rules and policies that apply to your temporary position. We hope that this *Handbook* answers many of your questions. If any questions remain unanswered or if you are unsure what to do in any given situation, Please ask your immediate supervisor's attention for guidance.

The NWWF emphasizes that you are being hired as a temporary employee and this *Temporary Employee Handbook* defines our employment relationship. The NWWF has created a separate employee handbook for its year-round employees that does not apply to your position. Specifically, the NWWF notes that you are not entitled to any of the benefits described in the NWWF's Employment Handbook (or in any of its other employment documents) unless those benefits are also specifically listed in the *Temporary Employee Handbook*.

The NWWF adheres to the at-will doctrine of employment with all temporary employees, meaning that either the NWWF or you may end the employment relationship at any time with or without cause or notice. Please be aware that no one at the NWWF has the authority to alter the at-will nature of your employment, or promise specific treatment in specific situations, with the exception of the NWWF's General Manager, and any such agreement must be in writing. Furthermore, these provisions supersede all existing policies and practices and may not be amended or added to without the express written approval of the NWWF's General Manager.

As we are now in our second 100 years of celebrating the agricultural heritage of Whatcom County, we are very happy that you have chosen to be a part of the Fair this year.

Sincerely Yours,

Jim Baron

Jim Baron
Manager

1. INTRODUCTION

1.1 Equal Employment Opportunity Statement

Equal Employment Opportunity has been, and will continue to be, a fundamental principle at the NWWF, where employment is based upon personal capabilities and qualifications without discrimination because of race, color, religion, sex, age, national origin, marital status, citizenship, disability, sexual orientation, status as a disabled or Vietnam veteran or any other protected characteristic as established by law.

This policy of Equal Employment Opportunity applies to all policies and procedures relating to recruitment and hiring, compensation, benefits, termination and all other terms and conditions of employment.

Management has overall responsibility for this policy and maintains reporting and monitoring procedures. Employees' questions or concerns regarding these policies should be referred to the Fair Manager.

1.2 Policy Against Discrimination

The NWWF believes that every employee has the right to work in surroundings that are free from unlawful discrimination. The NWWF therefore strictly prohibits unlawful discrimination based on race, color, religion, national origin, age, sex, sexual orientation, marital status, disability or any other legally-protected classifications. The NWWF also prohibits the harassment of any individual based on these protected classifications. The NWWF requires its employees to abide by this policy in practice and in spirit. The NWWF encourages its employees to address any questions or concerns about this policy directly to the Fair Manager. Employees may do so without fear of reprisal.

1.3 Policy Against Sexual Harassment

The NWWF will also not tolerate sexual harassment in the workplace. Sexual harassment may include unwelcome sexual advances, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature. Sexual harassment may also include unwelcome sexual attention, verbal abuse of a sexual nature, unnecessary touching, a display in the workplace of sexually suggestive objects or pictures, sexually explicit or offensive jokes or objects, or engaging in any sexually-oriented conduct which unreasonably interferes with another's work performance or creates a work environment that is intimidating, hostile or offensive. The NWWF specifically prohibits any employee, male or female, from harassing another employee by taking any of the following actions:

- (a) making unwelcome sexual advances or requests for sexual favors, or other verbal or physical conduct of a sexual nature, a condition of an employee's continued employment, or
- (b) making submission to or rejection of such conduct the basis for employment decisions affecting the employee, or
- (c) creating an intimidating, hostile, or offensive working environment by such a conduct.

1.4 Employee's Response to Misconduct

The NWWF **requires** any employee who feels that he or she has been the subject of discrimination or harassment to report the conduct. Employees who feel that they or others may have been subject to discrimination or sexual harassment, including but not limited to any of the conduct listed above, by any supervisor, management official, other employee, customer, client or any other person in connection with their employment, should bring the matter to the immediate attention of (i) your supervisor; or (ii) the Fair Manager who will initiate an investigation. Allegations for harassment will be promptly investigated and appropriate corrective action will be taken. It will assist the prompt resolution of the complaint if you provide any supporting documents and identify any person who may have knowledge regarding the allegations.

1.5 NWWF's Investigation

The NWWF will take all reports seriously and conduct an appropriate investigation. The NWWF will require that you cooperate in any investigation, whether or not you are directly involved. The NWWF will attempt to keep the fact and results of its investigation confidential, although that is not always possible. The NWWF may take appropriate disciplinary action against an employee found to have violated the policy, up to and including termination of employment.

1.6 Non-Retaliation

The NWWF prohibits retaliation because of an employee's good faith report of discrimination or harassment, or participation in an investigation of such a claim. Any individual who is found to have engaged in retaliatory conduct will be subject to appropriate corrective action, up to and including discharge. Employees who believe that they have experienced such retaliation should notify the Fair Manager

2. EMPLOYMENT

2.1 Employee Categories

2.1.1 Policy

Temporary Employees: A temporary employee is hired for a specified project or time frame. Aside from paid sick leave, temporary employees do not receive any additional compensation or benefit provided by the NWWF **nor are they eligible for overtime pay if they work fourteen (14) days or less during the calendar year as a seasonal employee at any agricultural fair.** This is based on an exemption provided by Washington State Law for Agricultural Fairs.

3. COMPENSATION

3.1 Payday

All temporary employees will be paid on the 5th of the month following the Fair. If the 5th falls on a holiday or weekend, checks will be mailed the following business day.

3.2 Time Records

The employee is responsible for accurately recording all time worked. Temporary employees must report all hours worked. Failing to accurately record time or tampering with another's time record may result in disciplinary action, up to and including termination of employment. Check with your supervisor for the procedure to be followed for recording all hours worked.

4. ON THE JOB

4.1 Paid Sick Leave

NWWF provides paid sick leave to all non-exempt employees who require time off from work due to their own physical or mental illness, injury or health condition. In addition, employees may use paid sick leave (or any other accrued paid leave) for the following reasons:

- Preventative care, such as a medical, dental, or eye appointment or treatment;
- Care for a family member with an illness, injury, or health condition and/or preventative care related to health care appointments;
- Closure of the employee's place of business or child's school/place of care by order of a public official for any health-related reason; or
- If the employee or the employee's family member is a victim of domestic violence, sexual assault, or stalking, as defined by Washington's Domestic Violence Leave Act.

For purposes of this policy, "family member" is defined as a child or parent (including biological, adopted, foster, step or legal guardian), a spouse, registered domestic partner, spouse's parent, grandparent, grandchild, or sibling.

NWWF's Paid Sick Leave Policy is governed by the following principles:

A. Accrual and Usage

Paid sick leave accrues for all non-exempt employees at the rate of 1 hour of paid leave time for every 40 hours worked. Employees do not accrue paid sick leave while on vacation, while out on paid sick leave, or during any other type of leave. Employees begin accruing paid sick leave on their first day of employment with NWWF. However, employees may not use accrued paid sick leave during their first 90 days of employment. NWWF allows employees to take paid sick leave in 15 minute increments, consistent with its payroll system and practices.

B. Compensation

NWWF pays sick leave at the normal hourly compensation that the employee would have earned during the time the paid sick leave is taken. Sick leave is considered non-work time and does not count toward overtime. Normal hourly compensation does not include tips, gratuities, service charges, holiday pay, or other premium rates.

C. Carryover and Cash Out

Employees may carry over up to 40 hours of accrued but unused sick leave to the following year. Accrued paid sick leave has no cash value and NWWF will not pay departing employees for their unused sick leave under any circumstances NWWF will also not allow employees to cash out accrued paid sick leave in excess of 40 hours at the end of the year or at any other time.

D. Notice

Employees must provide reasonable notice of an absence from work for the use of paid sick leave to care for themselves or a family member, or because the employee's child's school or place of care is closed by order of a public official for any health-related reason.

If an employee's absence is foreseeable, the employee must provide notice to his or her supervisor at least ten days, or as early as practicable, before the first day paid sick leave is to be used. If an employee's absence is unforeseeable, the employee must contact his or her supervisor as soon as possible but no later than twenty minutes after the beginning of his or her shift.

In the case of an emergency that prevents an employee from notifying his or her supervisor within twenty (20) minutes after the start of his or her shift, a representative of an employee may notify the supervisor instead by the end of the first day absent.

In all circumstances, and as a best practice, employees should provide notice as soon as the employee learns of the need for paid sick leave.

E. Verification

When an employee uses paid sick leave for more than three consecutive days, NWWF may require verification that establishes or confirms that the employee's use of paid sick leave was for an authorized purpose so long as the verification request does not impose an undue hardship on the employee. In the event that verification of leave imposes an undue burden on an employee, NWWF will provide alternative means to verify leave. NWWF will allow an employee up to 10 calendar days to provide verification of leave.

F. Reinstatement

When an employee leaves NWWF and is rehired within twelve months of separation by NWWF, regardless of location or the position re-hired to, previously accrued unused paid sick leave will be reinstated. Additionally, the previous period of employment will be counted for purposes of determining the employee's eligibility to use accrued paid sick leave.

NWWF will provide employees with regular notice about the amount of paid sick leave the employee has earned and used. Any questions about NWWF's Paid Sick Leave Policy should be directed to NWWF's HR Administrator.

4.2 **Attendance, Punctuality and Dependability**

Because the NWWF depends upon its employees, it is important that all employees attend work as scheduled. Dependability, attendance, punctuality, and a commitment to do the job right are essential at all times. As such, employees are expected at work on all scheduled work days and during all scheduled work hours. An employee must notify their supervisor at least twenty (20) minutes after he/she is scheduled to start work if he/she expects to be late or absent. Unless other arrangements have been made, the employee must call in for lateness or an absence. In the case of an emergency that prevents an employee from notifying his or her supervisor within twenty (20) minutes after the start of his or her shift, a representative of an employee may notify the supervisor instead by the end of the first day absent. **An employee who fails to contact his/her immediate supervisor within twenty-four (24) hours of an absence will be considered to have voluntarily resigned.**

4.3 **Drug and Alcohol Abuse**

NWWF desires to provide a drug-free, healthful, and safe workplace. The NWWF is concerned about the effects that drugs and alcohol may have on safe and productive job performance. To promote this goal, NWWF requires employees to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

While on NWWF premises and while conducting business-related activities off NWWF premises, no employee may use, possess, distribute, sell, or engage in the unlawful manufacture or dispensation of illegal drugs including but not limited to marijuana. NWWF also strictly prohibits employee from performing work with a presence of drugs or alcohol in an employee's system (other than medically prescribed and approved by a physician) and the use in any way of NWWF property, equipment or the employee's position to make or traffic alcohol, drugs or controlled substances.

NWWF emphasizes that violations of this policy will lead to disciplinary action, which could include immediate termination of employment. NWWF notes that 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. While on NWWF premises and while conducting business-related activities off NWWF premises, no employee may consume or be under the influence of alcohol.

Employees may use or consume prescription drugs while on the job when taken pursuant to a valid physician's order, or over-the-counter drugs when taken as appropriate, only when there is no possibility that such use may impair the employee's ability to safely perform his or her job or may adversely affect his or her safety, resident/public safety or the safety of other employees. It is the employee's responsibility to be aware of the effects of any medication that he or she may be taking and to be alert for any evidence of impairment.

Violations of these prohibitions will lead to discipline, up to and including termination of employment.

4.4 Appearance and Conduct

4.4.1 General Guidelines

As an integral member of the NWWF team, you are expected to accept certain responsibilities, adhere to acceptable business principles in matters of personal conduct, and exhibit a high degree of personal integrity at all times. This not only involves sincere respect for the rights and feelings of others but also demands that both in your business, and in your personal life, you refrain from any behavior that might be harmful to you, your coworkers, and/or the NWWF, or that might be viewed unfavorably by current or potential customers or by the public at large.

Whether you are on or off duty, your conduct reflects on NWWF. You are, consequently, encouraged to observe the highest standards of professionalism at all times. The orderly and efficient operations of NWWF require that employees maintain proper standards of conduct at all times. Employees who fail to maintain proper standards of conduct toward their work, their coworkers or the NWWF's customers, or who violate any of the NWWF's policies, are subject to appropriate disciplinary action, up to and including discharge. All instances of misconduct should be referred to the Fair Manager immediately. Types of behavior and conduct that the NWWF considers inappropriate include, but are not limited to:

- Falsifying employment or other NWWF's records;
- Violating NWWF's nondiscrimination and/or sexual harassment policy;
- Soliciting or accepting gratuities from customers or clients;
- Establishing a pattern of excessive absenteeism or tardiness;
- Engaging in excessive, unnecessary, or unauthorized use of NWWF's supplies, particularly for personal purposes;
- Reporting to work intoxicated or under the influence of non-prescribed drugs;
- Illegally manufacturing, possessing, using, selling, distributing, or transporting drugs;
- Bringing or using alcoholic beverages on NWWF's property or using alcoholic beverages while engaged in NWWF's business off NWWF's premises, except where authorized;
- Fighting or using obscene, abusive, or threatening language or gestures;
- Stealing property from coworkers, customers, or clients of NWWF;
- Having unauthorized firearms on NWWF's premises or while performing NWWF business;
- Disregarding safety or security policies;
- Engaging in insubordination; and
- Failing to maintain the confidentiality of NWWF's customers, or client information.

Remember – The NWWF remains an “at-will” employer. This means that your employment may be terminated at any time with or without cause and with or without notice.

4.4.2 Violence in the Workplace

The NWWF recognizes that employees are entitled to work in a safe environment. Violence in our workplace will not be tolerated or condoned. This includes verbal and physical harassment, verbal and physical threats, abusive language, , verbal confrontations, offensive physical contact, and any other actions that cause others to be unsafe in the workplace. NWWF is committed to maintaining an environment free from all forms of violence including all forms of intimidation, such as sexual harassment or abusive language. Firearms or dangerous weapons of any type are not allowed on the premises, including the parking lot. This policy applies whether or not the employee possesses a permit to carry a concealed weapon. It exempts authorized security personnel and law enforcement officers. The prohibition also applies when company employees are acting within the course of their employment outside NWWF's business premises. NWWF expects its Employees to report any violations of this policy, and reserves its right to discipline any individual who violates this policy up to and including terminating the employment relationship.

4.4.3 Accidents and Emergencies

All employees will be provided first-aid and emergency service, as required, for injuries or illnesses while on NWWF premises.

All employees are covered by workers' compensation insurance, which compensates an employee for lost time, medical expenses and loss of life or dismemberment from an injury arising out of or in the course of work. Employees must immediately report any accident or injury to their supervisor or the Fair Manager so that the necessary paperwork may be completed. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

Failure to report accidents is a serious matter that may affect an employee's coverage under Workers' Compensation Insurance and result in disciplinary action up to and including termination.

4.4.4 Rest and Meal Periods

The NWWF requires its temporary employees, sixteen (16) years of age and older, who work over five (5) hours in a day to take an unpaid thirty (30) minutes meal period at around the midpoint in the workday. The NWWF offers this unpaid meal period not less than two or hours or more than five hours after the beginning of the employee's shift. The NWWF requires temporary employees, fourteen (14) and fifteen (15) years old, who work over four (4) hours in a day to take an unpaid thirty (30) minutes meal period at around the midpoint in the workday. The NWWF does not permit its temporary employees to perform any work during their meal period. Please check with your supervisor to schedule your meal periods.

In addition, temporary employees sixteen (16) years of age and older are entitled to a paid rest period of at least ten (10) minutes during each four (4) hours worked. Employees should schedule their rest breaks as close to the midpoint of each four hours of a shift as possible and no employee should work longer than three hours without a rest break. Temporary employees fourteen (14) and fifteen (15) years of age are entitled to a paid rest period of at least ten (10) minutes for every two (2) hours worked. This cannot be added to your meal period or used to leave early or come in late. Due to the nature of your work, NWWF temporary employees may take their breaks in shorter intervals during the course of the day that in sum equal ten minutes of break time during each four hours of work. Employers may start ten minute breaks no later than the end of the third hour of their shift. The NWWF requires any temporary employee who believes that he or she is not receiving the described meal and rest periods to discuss the issue with their supervisor or the Fair Manager immediately.

4.4.5 Access to Company Premises

Except when participating at events open to the general public, employees are not allowed to be on Company premises during non-business hours without the prior approval of the Fair Manager.

5. RETURN OF COMPANY PROPERTY

On your last day of work, you will be expected to return all property of the NWWF issued to you, such as supplies, keys, parking passes, and employee badge, and shirts.

**NORTHWEST WASHINGTON FAIR ASSOCIATION'S
TEMPORARY EMPLOYEE HANDBOOK
ACKNOWLEDGMENT FORM**

Acknowledgment

**PLEASE READ THE TEMPORARY EMPLOYEE HANDBOOK AND
FILL OUT AND RETURN THIS
PORTION TO THE OFFICE**

Employee Name: _____

I acknowledge that I have received and reviewed a copy of the NWWF's *Temporary Employee Handbook*. I understand that I am responsible for knowing and adhering to the policies set forth in the Handbook during my employment with the NWWF.

I also understand that the NWWF may amend, interpret or modify the policies contained in the Handbook at any time with the exception of the "at-will" nature of my employment described below.

I understand and agree that my relationship with the NWWF is "at-will," which means that my employment is for no definite period and may be terminated by me or by the NWWF at any time and for any reason with or without cause or advance notice. Further, I understand that no one at the NWWF, with the exception of the Fair Manger, has any authority to alter the at-will nature of my employment, and any such agreement will be unenforceable unless signed by the Fair Manager, and unless the document specifically references me by name.

I acknowledge that the NWWF is hiring me on a temporary basis, meaning that I may not rely on the NWWF's Employee Handbook (and any of its other employment documents), and I am not entitled to receive any benefits described in those documents unless those benefits are also specifically listed in the Temporary Employee Handbook.

Date: _____

Signed: _____