



Employee Handbook 2022

Cooksey's Lifeguard and Swim Academy

How to Reach HR:

hr@cookseyswim.com or call our office line at 731-617-9461 to talk with Samuel or Hayley.

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Handbook Memo from Cooksey's

Although this handbook seems long, it contains vital information that will be needed throughout employment with CLSA. Every single section is crucial in understanding your role as a staff, what is expected of you, as well as legalities of working in California and the United States. Please take the time to read each section carefully, and email hr@cookseyswim.com with any questions that you may have pertaining to this handbook.

We are very excited to have you on board this year!

Sincerely,
Cooksey Management

Non-Compete Agreement

CLSA employees must perform all work under CLSA that was initiated under CLSA, if work is found to be done with CLSA clients off the clock, employment will be terminated immediately, and legal action may take place.

CLSA employees are not allowed, in any circumstance, to perform the same services off Cooksey Swim's payroll. Any person that fails to comply will be subject to legal actions Cooksey's Lifeguard and Swim Academy.

CLSA employees must not take any money from clients at contracts under any circumstances or CLSA AND the contract can hold them liable in returning the money taken.

The only money that CLSA employees can accept are tips in the form of cash or check made out directly to them at private events. Employees are not able to accept hourly wages or swim lesson fees at private homes. If an employee does accept hourly or lesson fees, this amount will be taken out of their next paycheck.

There is absolutely NO under the table business allowed. If a client asks an employee to stay after their scheduled time, they must text or email HR and inform them of the late clock out time so that CLSA can add this time to the insurance policy. IF THE EMPLOYEE DOES NOT ADD ON THIS EXTRA TIME, THEY WILL NOT BE COVERED UNDER CLSA INSURANCE. Employee needs to make sure to also add this in the notes at clock out to ensure proper payment. Employees are not to go against this agreement during their time with CLSA, if staff breaks terms of policy, CLSA has the right to take legal action against them.

I understand this non-compete agreement and agree to comply to it during employment with CLSA.

Initial:

Date:

Cell Phone/Electronic Usage Policy

While on the pool deck (whether on or off the clock) cell phones and/or other electronic devices are NOT allowed unless clocking in or out. All cellphones/electronic devices must be kept away from the pool area and stored in a locker room, car, or other safe area. Designated areas for cell phone usage are different in each location, all employees need to make sure the designated locations are known. If electronics are used on pool deck, the offender will be written up, and a repeated offense is subject to immediate termination.

I will not use my cell phone or other electronics while clocked in on the pool deck, especially where members can see me. I can only use my phone to clock in and out at the beginning and end of my shift.

Initial:

Date:

Vacation/Time Off Requests

Schedules come out each Wednesday for that upcoming Saturday through the next Friday. Employees can switch their availability each week unless committed to a consistent shift or program.

All scheduling changes must be input into When I Work each Sunday by 11:59pm.

If an employee adjusts their schedule after this time, it will not be accepted into the next week's schedule and the employee will be scheduled based on the availability that was set on Sunday.

Employees must input vacations as soon as possible for the entire summer. Once an employee knows they will be out of town, they are to place their request into When I Work to be approved. If going on a vacation over one week, employee must also email HR to let them know the dates.

As a lifeguard contracting company, the type of work CLSA hires for is mainly weekends and holidays. Upon being hired, employees must commit to working most weekends and holidays to fulfill needs of the company. If staff cannot work the times and days needed, CLSA has the right to replace staff until a better availability is presented.

FOURTH OF JULY IS A MANDATORY WORKDAY FOR EVERY SINGLE STAFF. All staff will be paid time and a half on the fourth. Placeholder shifts will be put in the When I work System that hold you from 8:00am-8:00pm on the Fourth. Real shifts will be put into place on the Wednesday before the Fourth.

I understand CLSA's vacation and time off request policy and know that if I do not follow this policy, I am not guaranteed my time off. I understand that if my time is not approved and I do not show up to my shifts, I can be terminated immediately.

Initial:

Date:

Social Media

No social media posts may be posted at a facility in which an employee works—whether on or off the clock—unless specifically approved by HR. CLSA does encourage taking pictures and short videos when it is safe to do so, but these MUST be approved by HR before being posted. “Safe to do so” means that lifeguard to swimmers is well within the ration of 1:20, lifeguard on duty is still scanning and enforcing rules, and all staff on the clock are still paying close attention to the pool and surrounding areas. Absolutely NO photos of children will be posted without written and signed consent from parent by CLSA.

I understand CLSA social media policy and will follow it entirely and will not post on any social media platform without approval from CLSA.

Initial:

Date:

Clocking In/Out

Employees must clock into and out of their shifts through the When I Work application each shift. A five-minute grace period will be given on both ends of shift. Staff is not permitted to clock in over 5 minutes earlier than scheduled shift or 5 minutes later than scheduled shift. Staff is not permitted to clock out 5 minutes earlier than the shift ending time or over 5 minutes after scheduled shift ending time. If staff clocks in over 5 minutes late, they will be written up. If offences continue staff will be subject to termination.

When I Work uses GPS to determine where the person is when working. If the application shows that the staff was not at their designated location when clocked in, they will be terminated. If this application is not used accurately and effectively, lifeguard will be written up and may be terminated or suspended if problem persists.

If an employee stays late due to an emergency or another lifeguard being late, they must give notice to a Head Guard AND place a shift note upon clocking out as to why they are clocking in/out early/late. If no notice is given, HR will assume staff forgot to clock out of their shift and the timecard will be set to match the hours scheduled.

I will clock in and out for each shift to ensure that I receive compensation for the time that I was at the facility and scheduled. I understand I need to make a shift note when I clock out if I was asked to stay longer or asked to leave early.

Initial:

Date:

Switch/Drop Shift Policy

If a staff would like to switch and/or give up a shift they must go through the process on the When I Work application. Employees can either DROP a shift, meaning they give up the hours entirely or they can SWITCH shifts with another staff, meaning they choose other staff's shifts that they can work, and that staff takes theirs.

Management **AND** the staff accepting the shift must both approve the shift. If a shift is not taken it is the originally scheduled lifeguard that is held responsible for the shift. If a staff takes a shift and then cannot make it due to any reason, the newly scheduled lifeguard will be written up as if they were originally scheduled.

SHIFT MAY ONLY BE SWITCHED WITHIN THE SAME POSITION WITHIN WHEN I WORK APP UNLESS APPROVED BEFOREHAND BY A SUPERVISOR. (i.e., a Head Guard may not take the shift of a lifeguard I without direct consent from Supervisor)

I understand CLSA's switch/drop shifts policy and will ensure that I take the appropriate steps listed to ensure all shifts are covered. I understand that if I do not follow this policy, I will be subject to termination.

Initial:

Date:

Non-Disclosure Agreement

Employees must not disclose any confidential information pertaining to Cooksey's Lifeguard and Swim Academy (hereafter CLSA). This includes both customer and corporate information and planning, training techniques, or procedures. Employees are not to give away any information to unauthorized parties during or after their time with CLSA, if staff breaks terms of policy, CLSA has the right to take legal action.

I understand this non-disclosure agreement and agree to comply to it during and after employment with CLSA.

Initial:

Date:

Resignation Procedures

To file for a voluntary resignation staff must send an official email to hr@cookseyswim.com stating last day of work. At least two weeks' notice should be given. If good work ethics and punctuality have been shown throughout employment, supervisors can write recommendation letters for staff.

Initial:

Date:

Loss and/or Damage of Personal Belongings

Cooksey's Lifeguard and Swim Academy is not responsible for any lost or damaged personal items brought to any facilities or private homes. This includes but is not limited to water damage, impact damage, or items stolen. Personal items should be locked up or left in the car. If staff does not want to bring phone (or other personal belongings) into the facility, staff may clock in then leave the car, as long as always at pool and on duty as soon as shift begins.

Lifeguards are not permitted to have their phone on tower at all, under any circumstance. This is to prevent water damage and prevent cell phone usage while on tower.

If at a facility with no landline or other staff, lifeguard must keep phone off tower and away from pool but in an easily accessible location in case of emergency.

I understand that CLSA is not liable for any lost, stolen, or damaged personal belongings of mine.

Initial:

Date:

Resolving Workplace Conflicts

If a lifeguard has a problem with their schedule, needs help covering a shift, has any questions about day-to-day procedures, etc., staff should direct to Head Guards. Any general inquiries asked to Supervisors will be redirected back to Head Guards.

If staff have issues with another staff, Head Guard, contract, etc., this should be directed toward HR immediately. If staff ever feels uncomfortable, uneasy, overly stressed, etc., staff must not hesitate to bring issues to HR.

I understand how CLSA works to resolve workplace conflicts, and who to get in touch with if I am having a conflict with another staff, head guard, member, or contract staff.

Initial:

Date:

Sexual Harassment Policy

It is unlawful to harass a person (applicant, staff, client, contract employee) because of that person's sexual orientation and/or sexual preference. Harassment can include "sexual harassment" or unwelcome sexual advances, requests for sexual favors, and other verbal or physical harassment of a sexual nature.

Harassment does not have to be of a sexual nature, however, and can include offensive remarks about a person's sex. For example, it is illegal to harass a woman by making offensive comments about women in general.

Although the law doesn't prohibit simple teasing, offhand comments, or isolated incidents that are not very serious, harassment is illegal when it is so frequent or severe that it creates a hostile or offensive work environment or when it results in an adverse employment decision (such as the victim being fired or demoted).

The harasser can be the victim's supervisor, a supervisor in another area, a co-worker, or someone who is not a lifeguard of the employer, such as a client or customer. (http://www.eeoc.gov/laws/types/sexual_harassment.cfm)

I understand what sexual harassment means, and what it consists of. I will be held responsible for anything I say or any actions I take that may offend any client or lifeguard. I understand that if I am accused of sexual harassment drastic measures will be taken, and termination may follow.

I, _____, fully understand CLSA's sexual harassment policy and know that if I do not follow, I may be held liable to legal action by the parties involved, and/or subject to termination or suspension.

Signature:

Date:

Anti-Discrimination Policy

Cooksey's Lifeguard and Swim Academy does not condone discrimination in any way shape or form. We accept everyone as an equal individual no matter the size, color, sex, religion, sexual preference, age, etc. We are an equal rights employer and therefore hire based on personal communication skills and the required skill sets of each position open and nothing more. All clients and contract staff are accepted and treated by these same standards.

The Americans with Disabilities Act (ADA) prohibits discrimination against people with disabilities in several areas, including employment, transportation, public accommodations,

CSLA = Cooksey's Lifeguard and Swim Academy

These two terms are transferrable throughout the handbook.

communications and access to state and local government' programs and services. CLSA and all staff must follow these guidelines.

All CLSA staff must always comply with this Anti-Discrimination Policy including all ADA regulations and procedures. CLSA will always do our best to accommodate for a given disability to satisfy our clients in every way possible.

By initialing the form, I understand that I cannot make any discriminatory remarks or actions to any client, staff, or contract staff, whatsoever. I must always comply with American Disability Act (ADA) regulations and procedures. I also understand that if I am to breach this agreement, I will be subject to immediate suspension or termination. Cooksey's Lifeguard and Swim Academy has the right to terminate me after only one offense has been made, and this decision lies in the hands of the direct supervisor, and the board.

I, _____, fully understand CLSA's Anti-Discrimination policy and know that if I do not follow, I may be held liable to legal action by the parties involved, and/or subject to termination or suspension.

Signature:

Date:

Dress Code

According to each staff's position, attire must follow the following guidelines while staff present in the facility.

Lifeguard:

- CLSA polo shirt (provided)
- Navy blue shorts, must be plain (required but not provided)
- Whistle around neck (provided)
- Sunglasses (required but not provided)
- Sandals, shoes are not allowed (required but not provided)
- Fanny pack around waist at all times with band aides, multiple gloves, resuscitation mask (required but not provided—Can rent out on rental dates)
- Rescue tube held while on tower (required but not provided—Can rent out on rental dates)
- Hat, optional (must be plain and either red, navy blue, white, black, or straw)

Swim Instructor and Swim Coaches:

- CLSA shirt (can be off while in water) (provided)

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- Navy blue shorts, must be plain (required but not provided)
- Red swim shorts or red one piece (required but not provided)
- Fanny pack with band aides, multiple gloves, and resuscitation mask (required but not provided—Can rent out on rental dates)
- Proper toys for lesson, bag with noodles, dive sticks, toys, etc. (required but not provided—Can rent out on rental dates)
- CLSA advises hat or sunglasses while in water, but it is not required
- CLSA advises long sleeve swim shirt, but it is not required

Head Lifeguard:

- CLSA blue shirt (provided)
- Red shorts, must be plain (required but not provided)
- Whistle around neck (provided)
- Sunglasses (required but not provided)
- Sandals, shoes are not allowed (required but not provided)
- Fanny pack with band aides, multiple gloves, and resuscitation mask (required but not provided—Can rent out on rental dates)
- Rescue tube held while on tower (required but not provided—Can rent out on rental dates)
- Hat, optional (must be plain and either red, navy blue, white, black, or straw)

ALL STAFF MUST BE READY TO WORK IN COMPLETE UNIFORM FOR EVERY SHIFT.

**If a lifeguard is not prepared for the shift, they are scheduled for they will receive a verbal warning first, then a written warning, and lastly suspension or termination.*

CLSA shirts are not permitted to be worn outside of work. Staff must change out of shirt prior to attending any other events, going out, eating, etc.

I understand CLSA dress code and that I must always have all portions of my uniform to safely perform my duties. I understand that if I do not have the mandatory equipment or uniform, I must reach out to CLSA HR department to request what is needed.

Initial:

Date:

Attendance

All lifeguards are recommended to show up to all shifts 15 min. before their scheduled lifeguard shift or swim lesson to park, get set up (apply sunscreen, use the restroom, etc.), and introduction to the clients and pool. A lifeguard that arrives late one time will have vocal warning, second tardiness will result in a written warning, and the third tardiness will result in suspension/termination.

If a lifeguard is going to be late to a shift at a contract, they need to let their direct Head Guard to know why they will be late and what their estimated time of arrival is.

If a lifeguard is going to be late for a private party or swim lesson, the staff must call the **CLIENT AND CLSA** to let them know why they are late and when they will arrive. Each client's number is on your notes on your When I Work shift.

A lifeguard that does not arrive to the scheduled shift and does not call the **APPROPRIATE PARTIES** will be immediately terminated.

Initial:

Date:

Audits

All staff are subject to audits at anytime while on the clock. These audits include both popup audits and predetermined audits. Behavior, scanning, skills, uniform, and assertiveness are all audited during these times. If a lifeguard fails an audit, they are subject to immediate suspension or termination (depending on the severity). This means that at any time the lifeguard may be asked to leave without further pay for the shift.

**Audits may also include popup scenarios to test lifeguard's emergency reaction skills. This could include everything from passives and actives to heart attacks and seizures, both in AND out of the water.*

Initial:

Date:

Equipment Rental

Every lifeguard that wants to work private events must acquire:

- Fanny pack with basic first aid kit, rescue mask, gloves
- Rescue tube
- CLSA shirt-can keep if work over 100 hours
- Whistle (for you to keep)

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- Staff may buy an extra shirt for \$20

There will be equipment check out days in the beginning of the summer (found on staff page calendar at cookseyswim.com) if staff does not want to purchase equipment. This must be turned in when work is completed for the season, or staff will be charged the following on the last paycheck. These charges also include lost or damaged equipment outside of normal wear and tear.

- Fanny packs: \$20
- Tubes: \$50
- Shirts (if worked under 100 hours): \$20

Initial:

Date:

Certification Policy

CLSA offers free training sessions for all potential lifeguards. Because CLSA supplies all of the training and staff for these academies, CLSA implements the following protocols for each staff's certifications.

- Staff can purchase all certifications outright for \$350 and receive certifications right after successfully passing training and receiving of payment.
- If staff work over 300 hours in one year, and are in good standing with CLSA, CLSA will release the staff's certifications to them for free.
- If staff worked under 300 hours within one year and is in good standing with CLSA, they can purchase the certifications at a prorated amount based on hours worked.
- If Lifeguards need recertification, the cost is \$150, CLSA pays for this if you have worked for CLSA for over one full year and are in good standing with CLSA. We release these to you after 150 worked each summer or prorated.
- We will NOT be releasing certifications to staff that do not leave in good faith, do not show they have the necessary skills to perform up to our standards, or did not follow procedures and protocols of CLSA during work.

I understand the CLSA certification policy and know that I will only receive it at no cost if I meet the standards listed above. I know that I must pay for it if I do not meet these standards. I also

understand that CLSA is not required to release it to me if I cannot complete the standards given forth by Red Cross at any point in time.

Initial:

Date:

List of Required Certifications and Training

Lifeguards

- 40-hour training session, all written and practical requirements/tests met
- Successful certifications: CPR/AED for the professional rescuer, First Aid for the first responder, Lifeguard

Swim Instructors

- One session of one on one with seasoned instructor (approved by Supervisors) and instructor prior to an entire week of co-teaching with swim teacher and their swim kids.
- Training must be completed on trainee's time
- Successful certifications: CPR/AED for the professional rescuer, First Aid for the first responder, Lifeguard

Head Lifeguard

- At least one year's experience and all qualifications of lifeguards met. Six-hour Head Guard training session.

Initial:

Date:

Accidents and High-Risk Conditions

All accidents and injuries need to be reported. To report an accident or injury the lifeguard must fill out an "incident report" form completely. These reports must be filled out **FOR ANYONE** who received **ANY** assistance from a lifeguard. This includes passing out a Band-Aid for a cut, slipping, asthma attacks, bee stings, active drowning, etc. This report also needs to be filled out **FOR ANY** lifeguards that get hurt while on the job. If the incident was a serious injury, for instance, one that required upper management, EMS, or extended care, the report must be turned in to the Head Guard immediately after the situation is handled.

All incidents should have the date and time noted on the incident report, for future reference if needed.

If there is a high-risk condition, such as lightning, inability see the bottom of the pool (heavy rain, hail, chemical imbalance, debris, algae, etc.), natural disasters, violent patrons, etc. the pool should be cleared immediately, if it is safe for the staff to do so. A report must be made as soon as possible for any of these instances, and a copy must be sent to HR and to Head Guard.

Initial:

Date:

Media Release Form

I hereby grant CLSA, the absolute and irrevocable right and permission, in respect of the photographs and/or video taken of me alone or with others, to use, re-use, publish, and re-publish the same in whole or in part, individually or in conjunction with other photographs or video, and in conjunction with any printed matter, or electronic matter, in any and all media now or hereafter known, and for any purpose whatsoever; and to use my name in conjunction therewith if CLSA so chooses.

I hereby release and discharge CLSA from any and all claims and demands arising out of or in connection with the use of the photographs or video, including without limitation any and all claims for libel or invasion of privacy.

This authorization and release shall also inure to the benefit of the heirs, legal representatives, licensees, and assigns of CLSA.

I am of full age (18) and have the right to contract in my own name. If I am not yet 18 years of age, a parent or guardian has authorized my signature. I have read the foregoing and fully understand the contents thereof. The release shall be binding upon me and my heirs, legal representatives, and assigns.

I, _____, release my rights to any pictures or videos CLSA staff or clients take of me. I understand that these pictures or videos can be used in all CLSA social media accounts, marketing materials, promotional materials, or books before, during, and after my employment.

Signature:

Date:

Drug/Alcohol Use

When clocked in, no CSLA lifeguard will be under the influence of any drugs or alcohol at any time, under any circumstance. All lifeguards are subject to a drug test at any time during their employment. If a lifeguard is found under the influence while on the job, the lifeguard will immediately be terminated, and legal action may take place.

Initial:

Date:

Contract Dismissal

All CLSA staff are subject to contract dismissal at any time throughout their work with CLSA. Contract dismissal occurs when one of CLSA's contracts asks for one of CLSA staff to be taken off of the schedule. If a staff is seen not following CLSA or contract's procedures and protocols, they may be asked to be taken off of that facility's schedule. When this occurs, Supervisors will remove that person immediately and speak with the staff on the issues. At that time, the staff can only work at other locations. This can happen after only one offense.

All contracts have cameras 24/7 as well as security. All staff is regularly examined to always ensure CLSA staff is following the standards of safety set forth. All footage is recorded, stored, and able to be used whenever necessary.

Some of the violations that end in contract dismissal for a staff include, but are not limited to:

- Cell phone usage in the pool area while in your uniform (whether clocked in or out)
- Not following CLSA and/or contract protocols (not scanning, facing away from the pool, sitting down for majority of shift, etc.)
- Using amenities that are for members only (jacuzzi, tennis courts, ordering food from the bar, Etc.)
- Most contract dismissals occur when a staff talks to other lifeguards or location staff without paying close attention to the pool and continuing to enforce rules.

As a lifeguard, you must ensure that you are ALWAYS following ALL lifeguard duties to ensure a safe facility.

I understand that if a contract asks CLSA to dismiss me I will not be eligible to return. I understand that (depending on the actions I have taken), CLSA will find me other sources of hours. If I am dismissed from two contracts, I will automatically be terminated from employment with CLSA.

Initial:

Date:

Media

If a lifeguard is ever approached by anyone inquiring information about CLSA in any instance, scene, or event, the lifeguard must direct him or her to a supervisor immediately. There is no instance in which the lifeguard answers any questions or gives the person questioning any information about the academy or their experience working for the academy. If a lifeguard decides to give information to anyone that is not directly approved by Samuel Cooksey or Hayley Church, they will be subject to suspension or termination.

Initial:

Date:

Wage and Hour Laws

- By California law, all employees must make at least 15 dollars an hour. Because of the intensity and responsibility of the positions offered at Cooksey's Lifeguard and Swim Academy, all lifeguards will start with the hourly wage of at least 16.5 dollars per hour. Hourly wages will be raised in compliance to new laws and an individual's raises/promotions.
- All lifeguards (unless on salary) will be paid time and a half for any time worked over a total of 40 hours during a given week period. CLSA time periods are from Sunday through Saturday as seen on When I work.
- All lifeguards (Unless on salary) will be paid time and a half for any time they go over after 8 hours clocked in on any day.
- Lifeguards are not allowed to work over 8 hours per day or 40 hours per week unless approved directly from Supervisors. Head Guards cannot approve overtime.
- All staff must take a 30 min. lunch after working for 5 hours non-stop. Every 5 hours clocked in thereafter require an extra 30 min. clocked out lunch. If a lunch waiver is signed, then staff can work through 8 full hours.
- Staff working over 3.5 hours have one-10-minute break in the middle of their shift. Staff working 6 hours or more have two- ten-minute breaks throughout shift. These 10-minute breaks cannot be combined.
- All staff that leave the pool area for breaks and lunches must let other lifeguards on duty know. If lifeguard is only lifeguard on duty, they must let swimmers and swimmers' parents know each time they are leaving the pool deck. Times of lunches must be spaced out and scheduled so that the ratio stays below 1 lifeguard to 20 people in pool at one time.

- All paychecks will be processed every other Friday and will include the 2 weeks prior to the present week. See pay period dates at cookseyswim.com under the “Staff Page” tab.
 - I understand CA wage and hour laws, and understand it is my job to implement them correctly when working.

Initial:

Date:

Mandatory Meetings

There will be one meeting a month scheduled to brush up on skills. All lifeguards are required to go to this meeting/training session. If the lifeguard cannot make it to the meeting, they will have to schedule a second training with their supervisor, in which they will go over the same skills that were covered during the meeting. The lifeguard will not be scheduled until their training is completed.

Initial:

Date:

Payroll and Tax Information

Email from Paychex, to log in to see all tax documents, pay, etc.

To check paydays, pay cycles, and other important dates such as mandatory in-service training dates, please go online to cookseyswim.com and click the “Staff Page” tab at the top. This is where all staff information and information about specific contracts can be found.

Initial:

Date:

Taxes

All employees must fill out a W-4 when hired. Taxes will be taken out of each paycheck based on your W-4 information and Federal, State, and Local taxes.

Employees are responsible to file their taxes at the beginning of the year.

I understand my role in my taxes both during and after my employment with CLSA.

Initial:

Date:

Handbook Understanding and Acknowledgment

I, , understand the contents of all 18 pages of this entire employee handbook and will comply to all its regulations, procedures, and policies. I understand that if I do not comply, I will be subject to suspension and/or termination. By signing this document, I agree that all of my questions have been answered pertaining to employment with CLSA and what is expected out of me.

Signature:

Date:

If employee is minor, parental guardian must fill out below.

I, 's legal guardian, agree and understand everything in this manual.

Signature:

Date:

Relationship to Minor: