



*Unlock the World of Real Estate*

**Williamson County Association of REALTORS®**

Conditions of Employment (HANDBOOK)

Effective: September 1, 2019

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## **EMPLOYEE RELATIONS**

### **EQUAL OPPORTUNITY EMPLOYER**

As a condition of employment, you agree that it is a fundamental to the foundation of WCREALTORS that there be no discrimination on the basis of race, color, religion, sex, national origin, age, handicap, disability or sexual orientation, with respect to recruitment, hiring, training, promotion and other terms and conditions of employment. Furthermore, the Association bases decisions on employment solely upon an individual's qualifications relating to the requirements of the position for which the individual is being considered. The Association will recruit, hire, and promote the best qualified persons for all jobs without regard to race, color, religion, sex, sexual orientation, marital status, national origin, age, handicap or disability; ensure that all personnel actions such as compensation, benefits, transfers, layoffs, Association-sponsored training, promotions, terminations and disciplinary actions are applied equally.

### **HIRING AUTHORITY**

As a condition to employment, you agree that the Association Executive (AE) is responsible for hiring, determining compensation, review, disciplinary action, and termination of employment for employees of WCREALTORS unless otherwise specified in an employment contract.

### **DURATION OF EMPLOYMENT**

As a condition of employment, you agree that WCREALTORS does not require employees to commit to employment for any specific duration, and the Association does not commit to you that your employment will last for any specific duration. Consequently, all employment by the Association is considered at will. This means that WCREALTORS may terminate employment at any time for any lawful reason and likewise you are free to resign employment at any time. Only the AE can modify this relationship and, even then, only in writing.

The Association requests that if you choose to resign employee you provide a two-week notice of resignation.

### **HARASSMENT**

As a condition of employment, you agree that the Association prohibits any and all forms of sexual harassment. Improper interference with the ability of employees to perform their expected job duties will not be tolerated and should be reported to the AE.

Under federal law and regulations, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute unlawful sexual harassment when either: (1) submission to such conduct is or becomes a term or condition of an individual's employment or is used as a basis for employment decisions relating in any way to that individual; (2) such conduct substantially interferes with an individual's work performance; or (3) such conduct creates an intimidating, hostile, or offensive working environment.

Other forms of unlawful harassment are also prohibited. Such harassment may include harassment based upon a person's race, national origin, religion, age or disability. Additionally, harassment based on sexual orientation is considered inappropriate and unacceptable. Such forms of harassment may be reported pursuant to this HANDBOOK.

Any employee found to have engaged in such conduct, or who condones such action on the part of subordinates, will be subject to appropriate disciplinary action up to and including termination of employment. An employee may also be subject to individual liability and penalties as a harasser.

## **COMPLAINT PROCEDURE**

As a condition of employment, you agree that if you experience any job-related harassment or have a related complaint, you will promptly report the matter to the AE. The Association will undertake an investigation ensuring confidentiality to the greatest possible extent.

The Association expressly prohibits any form of retaliatory action against any employee availing themselves of the benefits of this procedure. Retaliation is a violation of this HANDBOOK and may result in discipline, up to and including termination. No employee will be discriminated against, or discharged, because of a good faith bringing or assisting in the investigation of sexual or other unlawful harassment.

## **OPEN DOOR AGREEMENT**

As a condition of employment, you agree that misunderstandings or conflicts can arise in any organization. If you have a question or a complaint or are bothered by a job-related situation, you should speak with the AE. This is usually the best way to seek resolution of problems and is a matter of professional courtesy.

## **PERSONNEL FILE ACCESS AND CONFIDENTIALITY**

As a condition of employment, you agree that the Association recognizes and respects the information contained in employee records. Certain information about you as an employee of the Association is essential for the Human Resources (HR) office and items that affect payroll. Your family status, home address and telephone number must be correct and current. Be sure to tell the HR whenever this information changes.

In response to valid requests to verify employment, for business references, or for credit purposes, the Association will release employment status, i.e., active or terminated, job title, and dates of employment. Additional information regarding employment will be released upon your written authorization. Additional information may also be released pursuant to subpoena or other legal obligation.

You may, in the course of your work, have access to information about the Association, other employees or members, which is confidential. This information is not to be revealed to anyone other than in the normal course of conducting your duties and responsibilities. Disclosure of such information is prohibited and could result in disciplinary action, up to and including termination of employment.

## **CLASSIFICATION OF EMPLOYEES - EXEMPT, NONEXEMPT**

As a condition of employment, you agree that The Fair Labor Standards Act is the Federal Statute governing minimum wage and overtime pay. Some classifications of work are specifically exempted from the requirements of the Act; hence the terms Exempt and Nonexempt.

An employer is not required to pay exempt employees for overtime work. A worker can be classified as exempt if his/her primary function is executive (policy making, overall supervision), administrative (assisting an executive, supervision of other employees), or professional (requiring specialized advanced training).

Nonexempt workers are those whose primary functions are operational. They produce the finished products, such as reports, correspondence, information, minutes, agendas, leaflets, manuals and so on, in the required format. They maintain files and records, retrieve data, operate equipment, keep books and inventory records and do ordering and invoicing. Non-exempt employees are eligible for overtime compensation when their work exceeds 40 hours weekly.

Workers often perform a combination of exempt and nonexempt duties. Jobs can be classified as exempt only when a worker's primary function is executive, administrative, or professional or some combination thereof. All

salaried employees of the Association are classified Exempt. All hourly employees of the Association are classified as unexempt.

### *Full- Time/Part Time Employees – Definition*

As a condition of employment, you agree that full-time employees are those who are regularly assigned to work at least 40 hours each week. Part-time employees are those who are regularly assigned to work less than full-time. While part-time employees may occasionally work 40 or more hours in a particular workweek, or in a series of workweeks, that by itself will not change their regular schedule. However, the Association reserves the right to change the regular schedules of employees at any time. In such a case, the company will give affected employees as much advance notice as possible of their new regular schedules and will advise employees of the effect of such changes on their eligibility for company benefits.

### *Pay/Compensation*

As a condition of employment, you agree that:

1. Benefits such as retirement and health care are matters of compensation that are contractually negotiated by the Association with third-party vendors on an annual basis. Because of this, benefits such as health insurance or retirement are subject to change and are not guaranteed by the Association. Benefits are available to employees of the association as follows:
  - a) Exempt employees are eligible for employer contributions to health insurance premiums and as determined by the AE in accordance with financial management. Exempt employees are also eligible for 3% matching contribution through an association-based retirement account.
  - b) Non-exempt fulltime employees are not eligible for employer contributions to health insurance premiums. Non-exempt full-time employees are eligible for 3% matching contributions through an association-based retirement account.
  - c) Part time employees and contractors are not eligible for participation in health insurance or retirement through the Association.
2. Pay periods are semi-monthly.
  - a. Pay dates are the 15th and 30th.
  - b. Hourly employees
    - i. Payday of the 15<sup>th</sup> will cover the 16<sup>th</sup> through the last day of the previous month.
    - ii. Payday of the 30<sup>th</sup> will cover the 1<sup>st</sup> through the 15<sup>th</sup> day of the month.
  - c. Salaried employees
    - i. Payday of the 15<sup>th</sup> will cover the 1<sup>st</sup> through the 15<sup>th</sup> day of the month.
    - ii. Payday of the 30<sup>th</sup> will cover the 16<sup>st</sup> through the last day of the month.

### *Paychecks*

As a condition of employment, you agree that you will have your pay directly deposited into their checking or savings account and that on rare occasions, the Association may issue a paper check. You must complete the necessary paperwork in order to use direct deposit.

You will receive an electronic pay stub/report, instead of a paycheck; this will be delivered via email through the third-party payroll company.

### *Deductions*

As a condition of employment, you agree that the only deductions from paychecks are those required by law or authorized in writing by the employee. Your check stub identifies each deduction and should be kept as a permanent record.

## ON THE JOB

### PERFORMANCE/JOB REQUIREMENTS AND EVALUATIONS

As a condition of employment, you agree that you will work closely with all employees to help them perform to the best of their abilities. The frequency and method of performance evaluation varies, depending on your position. The AE will be able to discuss the means by which your job performance will be evaluated. When evaluating you, a number of factors including job performance, job related qualifications, educational background, flexibility, and experience with the Association and our industry are considered. Pay increases may be determined by performance appraisals and/or increased responsibilities. It is important to realize that raises are not automatic and may not occur if adverse economic or financial conditions exist or job performance is less than required for position.

### CODE OF CONDUCT

As a condition of employment, you agree that as an employee, it is important for you to know what personal conduct is expected of you while on the job. In most instances, your own good judgment will tell you what is appropriate.

In addition to complying with Association job specific requirements, you are also expected to obey the rules and regulations of WCREALTORS. If your performance does not meet position requirements, you may be subject to disciplinary action, up to and including immediate termination, with or without notice, and with or without cause at any time.

The following are examples of conduct prohibited by the Association:

The following examples are not intended to constitute a complete and exhaustive list of prohibited conduct. In addition, the Association reserves the right to change the examples listed below at any time with or without notice. While discipline for standard violations will follow a progressive disciplinary procedure, the Association reserves the right to implement discipline in accordance with the grievousness of the violation. Violations of these or any other Association policies may subject you to disciplinary action or immediate termination:

1. Theft, fraud, embezzlement or other proven acts of dishonesty.
2. Any harassment of another employee (verbal, physical, or visual), including sexual harassment such as offensive gestures, unwelcome advances, jokes, touching, or comments of a sexual nature made to or about another employee, vendor or member.
3. Obtaining employment or promotion on the basis of false or misleading information.
4. Soliciting or accepting gifts (money, services or merchandise) in connection with Association business.
5. Reporting for work under the influence of alcohol or any illegal substances; or possession, sale or distribution of alcohol or illegal substances while on Association premises or abusing such items while representing the Association or conducting Association business.
6. Engaging in unauthorized employment elsewhere while on paid benefits related to illness, or while on an extended absence.
7. Assisting anyone, whom you know or suspect to be involved in, or committing any crime or engaging in any conduct which rises to the level of a crime.
8. Falsifying Association documents or records, including misuse of timekeeping records, or falsely inputting payment data.
9. Insubordination, meaning refusing to follow legitimate instructions of a superior directly related to performance of one's job.
10. Disrupting the work environment.
11. Absenteeism or tardiness.

12. Job abandonment, meaning the failure to report to work without properly notifying one's immediate supervisor, or leaving a job assignment prior to completion of your responsibilities.
13. Conduct that is likely to cause another employee, member or vendor of the Association embarrassment, loss of dignity, feelings of intimidation, or loss of opportunity, including all forms of discrimination and harassment.
14. Unauthorized use of Association or member supplies, information, equipment, funds, or computer codes/passwords.
15. Knowingly mishandling a member's or potential member's account. This includes improper discriminatory practices.
16. Refusing to repay documented overpayment of any compensation.
17. Threatening the personal safety of fellow employees, members, or vendors.
18. Committing any act, on or off the Association's premises, which threatens or is potentially threatening to the reputation of the Association or any of its employees, members, or vendors.
19. Repeatedly working overtime without the approval of the AE.
20. Repeatedly failing to meet job responsibilities, job budget, or quality requirements.

### **CONFLICTS OF INTEREST**

As a condition of employment, you agree that to avoid any possible conflicts of interest, it is your responsibility to immediately report any offers of gifts, loans, misuse of Association funds, kickbacks, rebates, or refunds that come to your knowledge through your position as an employee of WCREALTORS.

### **USE OF ASSOCIATION OR MEMBER PROPERTY**

As a condition of employment, you agree that you are not to use Association or member supplies, information, equipment or funds unless authorized to do so by the AE; member property must never leave the premises.

### **RELATIONSHIPS WITH OUR MEMBERS**

As a condition of employment, you agree that impressions are constantly changed and formed by every contact the member has with our service. Every time our member hears or sees anything having to do with WCREALTORS, it strengthens or changes their perception of our Association.

When our members give us their business, they have great expectations and a very positive impression of our service. It is up to every employee to fulfill these expectations and build a lasting impression. We must consider the quality and professionalism in every aspect of what we do and say. Our reputation is your future.

Internal problems should be discussed with management, not the member. At one time or another we all become frustrated as a result of our own internal problems. These problems may result from a period of high turnover, administrative backlog, or simply because of human error. However, when we communicate these inefficiencies to our members, we only lose our credibility.

### **RELATIONSHIPS WITH OTHER EMPLOYEES**

As a condition of employment, you agree that WCREALTORS seeks to foster and maintain a productive and healthy working environment. This can only be accomplished through the cooperation of our employees. Employees should treat each other with mutual respect. The Association philosophy is simply to treat others in the manner you would want to be treated. If you or any other employee is treated with disrespect, it should be reported to the AE.

## **SAFETY & SECURITY**

As a condition of employment, you agree that it is important to follow all safety and security measures prescribed by the Association.

1. You are required to immediately notify WCREALTORS management of any injuries that occur on the job or on member property.
2. You should be aware of all emergency exits and the location of any emergency equipment in your office and who will be in charge in case of a fire or other disaster.
3. You must provide the Association with emergency contact information.

## **INSPECTION OF ASSOCIATION FACILITIES**

As a condition of employment, you agree that in order to safeguard the workplace and the employees, and to assure efficiency and maximize productivity, the Association reserves the right, in its sole discretion and without notice to employees, to inspect, monitor or otherwise enter or search any office, desk, file, locker, closet or any other enclosed or open area in Association facilities and Association job sites (where permitted to do so) and to monitor or inspect any items found within such locations.

## **PERSONAL PROPERTY**

As a condition of employment, you agree that WCREALTORS accepts no responsibility for personal property that may be brought to or stored on Association facilities, and such property may be inspected or monitored in the ordinary course of conducting business. Accordingly, you should not keep or maintain any personal property or information in Association facilities that you expect to be kept private and confidential. In this connection, it should be noted that all WCREALTORS offices, desks, paper files, electronic/computer files, closets, vehicles and so forth, are the property of WCREALTORS and the Association reserves the right to inspect any packages, parcels, handbags, briefcases, or any other possessions or articles carried to and from Association facilities and Association job sites (where permitted to do so).

## **WORK AREA**

As a condition of employment, you agree that a neat and orderly work area makes for a more pleasant, productive, and safe place to work. You are expected to keep your surroundings clean and presentable in courtesy to fellow employees and members who may personally visit.

## **SOLICITATION AND DISTRIBUTION OF LITERATURE**

As a condition of employment, you agree that in the interest of efficiency and security, the Association's restricts solicitations or distributions by employees to non-work areas during non-work time. Employees are prohibited from soliciting or distributing literature in work areas or during work time. Solicitation or distribution of literature of any kind by non-employees is not permitted on Association premises at any time.

## **IMAGE/DRESS CODE**

As a condition of employment, you agree that the properly groomed and attired employee helps to create a favorable image for the Association. You are expected to groom and dress in a manner that is normally acceptable at your job site and for your position. If you report to work improperly dressed or groomed, the AE, at his or her discretion, may instruct you to return home (unpaid) to change clothes or take other appropriate action.



## **PUNCTUALITY AND ATTENDANCE**

As a condition of employment, you agree that unless otherwise agreed upon, the regular working hours of WCREALTORS are from 8:30 a.m. to 5:00 p.m. Monday through Friday. You may have hours assigned to you, in advance, outside of these hours. Lunch and breaks may be established by the AE and may vary in time, duration and/or frequency among different employees. Except for illness, absences must be limited to those approved in advance by the AE. In the case of illness, you will notify the AE or direct supervisor no later than 45 minutes before the beginning of your shift. In such event, you may be required to present a note from a physician to verify the cause of absence.

## **ABSENCES**

### **LEAVES OF ABSENCE**

#### *Workers Compensation Leave of Absence*

As a condition of employment, you agree that Workers' Compensation Insurance protects you in the event of injury or illness resulting directly from work. When a claim is approved, this insurance generally covers most medical bills, provides a statutory benefit payment that varies by State, as well as a death benefit. Any benefit received from Workers' Compensation Insurance is used as an offset to any benefit payable from the Association.

As a condition of employment, you agree that You must notify the AE immediately if you are injured on the job.

Leave of absence without pay, for personal or medical reasons, may be granted upon approval of the AE. If your leave of absence extends beyond one month, any additional time will be subtracted in computing your length of service with WCREALTORS.

### **ABSENTEEISM**

As a condition of employment, you agree that WCREALTORS places a high value on attendance. We expect and need employees to be at work on time on their scheduled workdays. Regular attendance and punctuality are important because they affect an employee's productivity and ability to meet goals, standards, and deadlines. Absent employees adversely affect Association morale since co-workers must absorb the absent employee's workload in addition to their own. Consequently, the level of service we provide to our members is diminished. The Association will address and correct attendance patterns that are especially counterproductive and disruptive, while tolerating normal patterns of absences caused by occasional illness, emergencies, etc.

#### *Absence Notification*

As a condition of employment, you agree that failure to comply with the following notification requirements may subject you to corrective action or termination.

Where the need for the use of PTO is foreseeable, as for planned medical treatments or vacations, the Association should be notified thirty days in advance or as soon as the employee knows he or she will miss work. In the case of an unexpected need to miss work, the employee's supervisor and the AE shall be notified at least 45 minutes prior to the start of the employee's shift. A doctor's note may be requested.

"No Call - No Shows" will be considered job abandonment.

## **PAID TIME OFF (PTO)**

As a condition of employment, you agree that all full-time employees are eligible for PTO time. PTO time includes time off for vacation, sick, personal leave, doctor appointments, funerals or any time you are absent from work. Part Time employees are not eligible for PTO.

Unless specified in an employment contract:

All PTO will be administered as follows: PTO time will be based on date of hire. First year of employment begins on date of hiring. PTO time during initial employment will be calculated by date of hire. No PTO time is available during first 90 days of employment.

- a) 1<sup>st</sup> year of employment: 40 hours
- b) 2<sup>nd</sup> year of employment: 80 hours
- c) 3<sup>rd</sup> year of employment: 100 hours
- d) 4<sup>th</sup> year of employment: 120 hours

Wages will not be paid for unused PTO time during a calendar year. Upon your voluntary notice of or involuntary termination, any remaining PTO time may not be paid.

No PTO time may be scheduled during major events of the Association, such as Golf, Installation Banquet, or any other events so listed by the AE. All use of PTO time is subject to approval of the AE. PTO cannot be accumulated for carry over to the next year unless due to extenuating circumstances and approved in advance by the AE.

The AE, at the AE's sole discretion may instruct you to leave the workplace if the AE deems the employee too sick/ill to be productive or in precaution for contagious conditions.

### *Bereavement*

As a condition of employment, you agree that in the case of death of a spouse or child, full-time employees will be allocated an additional 40 hours of bereavement pay to be used in a single block and part-time employees will be allocated an additional 20 hours of bereavement pay to be used in a single block. In the case death of a parent, parental-in-law of immediate sibling, full-time employees will be allocated an additional 16 hours of bereavement pay and part-time employees will be allocated an additional 8 hours of bereavement pay. Employees are only allocated one bereavement period within employment year.

### *Maternity Leave*

As a condition of employment, you agree that maternity leave will be granted to permanent, full-time employees for a period of time up to six weeks, including any earned vacation or sick leave. All permitted leave, after using PTO, will be without pay. Maternity cases are allowed to work as long as their health permits, with the approval of their physician.

All maternity leave requests will be reviewed and approved by the AE. Any variation to the handbook must be approved in advance by the AE.

## **HOLIDAYS**

As a condition of employment, you agree that WCREALTORS observes 12 days for office holidays and your birthday:

- New Year's Day
- MLK Jr. Day
- President's Day
- Good Friday\*

Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Thanksgiving Day  
Day after Thanksgiving  
2 Days at Christmas\*  
Employee's Birthday\*

\*Employees may request that those holidays indicated with an asterisk be altered or exchanged based on religious beliefs. Requests must be writing and approved by the AE at least 30 days in advance of holiday.

Veterans may also take Veterans Day as a paid holiday.

Holidays falling on Saturday or Sunday may be observed on Friday or Monday respectively and will be set by the Association Executive.

If you are a full-time, hourly employee, you will be compensated 8 hours for each holiday after your 90-day probationary period. If you are a part-time hourly employee, you are eligible for up to **4 hours of pay per listed holiday** per year after the first full year of employment, based on your normally scheduled hours falling on a holiday.

## **EMPLOYEE DISCIPLINE**

As a condition of employment, you agree that from time to time, it may be necessary for the AE to bring problems to your attention. Employment is at-will and may be terminated at any time by the Association Executive or in accordance to an employment contract when in existence. While the Association and the AE reserve the right to act independent from the following, some steps the AE may use are outlined below.

### *Step 1. Discussion*

If there is a recurring problem with your performance the AE is encouraged to have a private and informal talk with you about the problem. This first discussion is "off the record" and will not be noted in the you personnel file except in unusual or extreme circumstances.

If a second discussion, for the same problem, is needed a note will be placed in your personnel file. The AE will let you know if this is going to happen.

### *Step 2. Written Notice*

If the problems are not resolved during the discussion phase of this process a written notice may be sent to you from the AE. The notice will outline the problem area and suggest possible solutions. You will be asked to sign the notice only to indicate that you have read it, NOT that you agree with it. Written notices will be placed in your personnel file.

### *Step 3. Probation*

You may be placed on up to 30-day probation when the AE encounters a serious ongoing problem that cannot be resolved through discussion or written notices.

Probation is very serious and during the probation period you will not be able to take ANY time off with pay nor will you be eligible for raises in pay.

At the end of your probation one of three things will happen:

1. Full reinstatement - indicating all problems have been resolved to the satisfaction of the AE.
2. Extended probation - indicating that the AE sees improvement in your performance, but more improvement is necessary before full reinstatement.
3. Dismissal from WCREALTORS - Indicating that the AE sees little or no improvement in your performance.

## **DRUG AND ALCOHOL**

As a condition of employment, you agree that WCREALTORS has a vital interest in maintaining a safe, healthy and efficient working environment for its employees, a working environment as free from the use of illegal and non-prescription drugs and alcohol and unauthorized use of drugs as reasonably possible. An employee under the influence of drugs or alcohol on the job poses serious safety and health risk, not only to the user but also to all who come in contact with the user. The benefits to be derived from reducing the number of accidents and the great safety of all the employees

### *Rules*

1. The sale, purchase, use, possession, and reporting to work under the influence of non-prescribed narcotics, hallucinogenic drugs, marijuana or other non-prescribed controlled substances while on duty for WCREALTORS at any time is prohibited.
2. The sale, purchase, use, and possession of equipment, products and materials which are used, intended for use or designed for the use with non-prescribed controlled substances while on duty for the WCREALTORS at any time is prohibited.
3. Reporting to and being at work with a measurable quantity of intoxicants, on-prescribed narcotic, hallucinogenic drugs, marijuana or other non-prescribed controlled substances while on duty for the WCREALTORS at any time is prohibited.
4. Reporting to and being at work with a measurable quantity of prescribed or over-the-counter narcotics or drugs in blood or urine, or use of prescribed or over-the-counter narcotics or drugs where, in the opinion of the WCREALTORS, such use prevents the employee from performing the duties of his or her job or may be required to take a leave of absence or other appropriate action as determined by the Board of Directors.
5. From time to time, under the direction of the AE, alcoholic beverages may be available. You are neither required to consume any alcoholic beverage or are you allowed to consume more than one 16-ounce beer, 6-ounces of wine or 1 mixed drink per hour with no more than 2 total alcoholic beverages during any such event or within 24 hours of any event. You also agree to hold the Association, AE and/or any/all other employees harmless of any/all liability associated with your consumption of alcohol. You further agree that you will not drive or operate and motor vehicle within 4 hours of consuming and alcoholic beverage.

### *Tests*

As a condition of employment, you agree that you may be requested to undergo a blood test, urinalysis, breath-analyzer test or other diagnostic test when there is reason to believe, in the opinion of the AE, that you are under the influence of intoxicants, drugs, or narcotics while on duty for the WCREALTORS at any time, or that you have reported to work with any measurable quantity of intoxicants, drugs or narcotics in blood or urine.

### *Discipline*

As a condition of employment, you agree that your refusal to submit upon request to a blood test, urinalysis, breath-analyzer test or other diagnostic test or a positive result on such test(s) indicating prior use of intoxicants, non-prescribed narcotic, hallucinogenic drugs, marijuana or other non-prescribed controlled substances may result in disciplinary action up to and including immediate discharge.

### *Assistance*

As a condition of employment, you agree that treatment of drug abuse or alcoholism is available in our community from designated facilities. You are encouraged to seek assistance and be assured of confidentiality.

### *Employee Smoking*

As a condition of employment, you agree that employees are not permitted to smoke or utilize tobacco products (including vaping devices) on the campus of the association.

## GENERAL OFFICE PROCEDURES

### **CONFIDENTIAL & DISSEMINATION OF ASSOCIATION INFORMATION**

As a condition of employment, you agree that the "Board of Choice" policy in effect as of 1994, the Boards of REALTORS® are now business competitors. With this understanding, it is understood that discussions of our Association policies, procedures, fees, etc. remain confidential under anti-trust laws. Any discussion or sharing of this information with non-members, officers or directors without prior consent of the AE is prohibited and shall subject the employee to disciplinary action up to and including termination.

You are not allowed to give out any information regarding finances or other functions of the Association to unauthorized persons, i.e., member of the Association or other Associations or the public.

You are not to recommend one REALTOR® over another.

You are not to provide legal advice to members of the public or the Association members.

You are not to remove any information/records/lists from the building unless specifically directed or approved by the AE.

You are not allowed to share data about members, including any members private data or membership data without prior consent of the AE.

### **TELEPHONE**

As a condition of employment, you agree that you are to know the proper means of using the telephone. The telephone should be answered on the first ring, whenever possible, by saying "Association of REALTORS, may I help you?" Telephone courtesy is a must. It is expected that background noise, conversation, laughter, radios, etc., will be maintained at a minimum volume level to avoid distracting persons using the phone.

All phones during office hours are for business use. Personal calls are to be kept to a minimum. Long distance phone calls are not permitted. Phone messages should be taken accurately, completely and delivered promptly. Messages should include:

1. Date taken
2. Time taken
3. Initials of person taking message
4. Name of caller
5. Phone number of caller, if call is to be returned
6. Brief message, if the caller wished to leave one
7. E-mailed to person for whom message was taken

### **COOPERATION**

As a condition of employment, you agree that each member of the staff will be reviewed on the primary responsibility for their assigned job, but it is to be remembered that all members of the staff will be asked to cooperate with other employees. All cooperation will be reciprocal in order that all persons involved may expect this help.

## **WORK AND BREAK AREAS**

As a condition of employment, you agree that food, food packages, bottles, coffee cups, etc., are to be cleared from the coffee break and luncheon area immediately upon the end of the rest period involved. Each person will be responsible for seeing that their utensils are cleaned up and placed in the proper storage area. The microwave, refrigerator, etc. in the break room is provided for the convenience of the staff and should be treated with care.

All work areas are to be neat at all times. It shall be the responsibility of the person leaving an area to leave in good working order.

Purses/money is not to be left unattended or out in the open at any time.

## **WCREALTORS FUNCTIONS**

As a condition of employment, you agree that at all WCREALTORS functions, including evenings and weekends, WCREALTORS staff will be available until the function is completed. This applies to all meetings, meal functions, etc., held by WCREALTORS. Each staff member is to do his/her part to assist in seeing that these functions run smoothly as scheduled. At meal functions, WCREALTORS staff is to see that all members and guests are properly seated before being seated themselves. No special tables are to be set aside to staff unless authorized. Any function which involves a cost, i.e. meal functions, such cost will be met by WCREALTORS.

## Williamson County Association of REALTORS®

*I acknowledge that I have received a copy of the Conditions of Employment (HANDBOOK) of the Williamson County Association of REALTORS® (WCREALTORS) and agree to its contents as a condition of my employment. Furthermore, I acknowledge that this Conditions of Employment does not constitute a contract for employment between WCREALTORS and its employees. Employees of WCREALTORS are considered "at-will", and therefore, either the employee or WCREALTORS may terminate the employment relationship at any time with or without cause or notice. No person other than the Association Executive or Board President has authority to enter into any agreement for employment for any specified period of time and any such agreement must be in writing.*

*The Association reserves the right to modify the provisions of this handbook at any time. As of the effective date of this handbook, all other editions are null-and-void.*

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_