



Dr. Gabriel Cousens'
Tree of Life Center US

Community Handbook

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I. INTRODUCTION

Section 1.01 Welcome to the Tree of Life

The Tree of Life (TOL) Rejuvenation Center is a healing, spiritual eco-retreat and holistic health center providing a vision of embracing the Culture of Life and creating health and vitality at all levels for TOL Students*2, the world, and for individual. In order to create peace, understanding and clarity in the work place, the following pages contain information regarding many of the policies and procedures of TOL.

TOL values the many talents and abilities of its community members and seeks to foster an open, cooperative, and dynamic environment where employees and the community can best serve the TOL vision and purpose.

The Tree of Life embraces and offers a spiritual path to TOL Students (clients), apprentices, and employees. These benefits are of the utmost value to our community members and include daily meditation, weekly Shabbat, monthly Inipi and evening Satsang. Thus this handbook begins with the "Tree of Life Dharma" (purpose) and "The Six Foundations for Spiritual Life" as guidelines for becoming spiritual community members.

*1 Note the revision date on this page for your reference. Please copy and sign the Commitment page for your manager. When we make procedure or policy changes we will change the revision date and send a company-wide e-mail notification.

*2 Note: Guests, Clients, and Education department Students are referred to as "TOL Students." Each registered participant in any Tree of Life activity automatically becomes a member of the Tree of Life Rejuvenation Center Unincorporated for Profit Association and also a spiritual student. While employees and apprentices are also considered TOL Students, they are identified separately for clarity in the handbook.

Section 1.02 Tree of Life Mission

The Tree of Life Mission is to be an oasis of light and love for physical, emotional, psychological, spiritual, and ecological awakening of Self and the Planet. In Essence, to help individuals, cultures, nations, and the planet make the transition from the Culture of Death to the Culture of Life and Liberation.

Welcome to our "family" and to the Culture of Life that is at the core of the Tree of Life Experience. At the Tree of Life Rejuvenation Center, we are dedicated to helping you enjoy choices in cuisine and lifestyle that inspire and empower your transition to the Culture of Life. Through our educational programs and your experience here in our majestic mountain valley of Patagonia, you will learn about the choices that naturally bring forth optimal health and spiritual joy. You will also experience what thousands of our guests attest to...a unique, healthy foundation for living, a renewed connection with yourself and a strong unshakable sense of self-esteem and love for Self and all living beings, as well as for the living Earth.

There are many ways by which our guests find the Tree of Life. Some people come to enhance and support their already healthy lifestyles and to ensure their healthy futures. Some are seeking more joy, peace and a deeper soul connection to the Divine, while others simply wish to experience the joy of a vegan vegetarian spiritual retreat that is in alignment with their personal lifestyle. There are also those who are suffering the results of years of damaging lifestyle and dietary choices, and visit out of their need to address a serious, life-threatening illness. They may also feel a lack of joy and peace, a separation from love and Self, and a disconnection from the experience of the soul. Still others are experiencing environmental stress and degradation first-hand in the form of chemical imbalances and toxicity, and while they may not be diagnosed, they have very little energy and enthusiasm for life.

Taking shade under our tree means having a place to rejuvenate, to rest the body, mind, and soul, and to escape the chaos of the world. This new way of living, with a foundation of compassionate action and conscious eating, consistently nourishes one's being with the pleasure, happiness, inner peace and love that is our divine birthright.

We invite you with love to embrace and enjoy the Tree of Life Experience, and to join us in reconnecting with the Culture of Life. However you choose to experience our Center, whether through a personal or family vacation, an apprentice program, a workshop or specific training, or as a volunteer or an employee you are making the choice to improve, maintain or enhance your health, and creating a foundation for lifelong joy, health and happiness. We celebrate you and your journey to wellness and spiritual pleasure!

Blessings, Gabriel & Shanti

Section 1.03 Tree of Life Dharma

The Tree of Life is a place of sacred power. It acts as an Oasis of Awakening for all who choose to rest beneath its shade. It is a force that expands consciousness, and is a spiritual energy field that is affected by the behavior and thoughts of all participants. The purer your thoughts and actions-- whether you are staff, apprentice, volunteer, or TOL Student --the more power the Tree of Life generates as an Abode of Awakening.

The karmas that we bring to the Tree of Life may be readily burnt up here, but the karmas we create at the Tree are amplified and difficult to wash away. Because of this spiritual principle it is beneficial to have an understanding of how to be in the sacred space in a way that will most powerfully spiritually uplift, awaken, and expand consciousness. These ancient universal Essene teachings support us in this dharmic way of being--right thought, speech, action, and service. This way of being in one's life is beneficial in every moment and in every space, whether at the Tree of Life or wherever else one may be.

1. See the name of God in front of you at all times. Proverbs 16:8. "Keep your mind on God in every moment." Rabbi Cousens
2. "Be still know I Am God." Essene Gospel of Peace, The Vision of Enoch and Psalm 46:10.
3. Sh'ma Israel Adonai Eloheinu Adonai Ehad. Deuteronomy (Dvarim) 6:4. "God is the One and the Many." Rabbi Cousens
4. Teshuva: "Return to God and know the Self." Rabbi Cousens

5. Tikkun Ha Nefesh and Tikkun Ha Olam: "Participate in the healing and spiritual transformation of oneself and the world." Rabbi Cousens
6. Shalom: "Peace on all seven levels; peace with the body, mind, family, community, culture, ecology, and God." Rabbi Cousens, Sevenfold Peace
7. "Earth is the Lord's" Isaiah 6:3 "See and respect the Divine in all things living and inert--in all of creation." Rabbi Cousens
8. "Do not forsake the eternal for that which dieth in an hour." Essene Teacher of Righteousness
9. Whatever God does is for the best--although we may not understand it. "All the teaching at the Tree helps you choose spiritual elevation by all your continual trials and tests through your faith, love, devotion, and intuitive understanding." Rabbi Cousens
10. "Love your neighbor as yourself" Leviticus 19:18
11. "Do not gossip! Leshon hara ("a tongue of evil") is a poison to you and actively harmful to the one to whom you direct the gossip. In the Kabbalah gossip is equal to murder. This includes speaking in undermining ways and to be in blame (Be Lame) consciousness. It is more powerful to speak benevolent Truth in a way that uplifts consciousness." Rabbi Cousens
12. "Living the Garden of Eden Diet which is an Organic, Vegan, 80-100% Live-Food, Drug Free Diet"
13. Genesis 1:29-30 And God said, Behold, I have given you every herb bearing seed, which is upon the face of all the earth, and every tree, in the which is the fruit of a tree yielding seed; to you it shall be for meat."

14. Leviticus (Shemini 8-10.) The lord said to Aharon "'Do not drink wine or strong drink [any form of mind altering drug], thou, nor thy sons with thee, when you enter the tent of meeting, lest you die; it shall be a statute forever throughout your generations."

15. "Receive the gifts of the Tree of Life so that you may share and uplift others with them." Rabbi Cousens

The essence of the Tree of Life Dharma is to create an inner stillness that allows us to constantly be in a state of one pointed meditation on the divine.

Section 1.04 The Six Foundations

1. Spiritual Nutrition: A vegan organic live food, high mineralized, low glycemic, individualized, high love, and high hydration diet combined with occasional spiritual fasting.

2. Building Prana (Life Force): Yoga asanas, pranayama (breathing practices), the Ophanim (the energetics of the Hebrew letters), T'ai Chi, Reiki, Tachyon Energy or other energy practices, and sacred dance—These all enhance and expand the consciousness of the body-mind complex, filling it with increased life force energy or prana.

3. Service (Sheirut) and Charity (Tzedaka): In the process of service and charity, we are able to face our attachments to things (seva), as well as to feel our connection to all of the family of humanity. This helps to expand consciousness through the direct experience.

4. Spiritual Guidance and Inspiration: Satsang is the center of this foundation, being in the energy of Truth in the presence of a liberated or awakened spiritual teacher. Satsang gives meaning, value, heart, and energy to spiritual wisdom teachings and spiritual life energetics. In the Kabbalah, satsang is termed yechidut. Sangha or kehila (chavurah) is spending time with spiritual people or community. Expanding and refining the mind with spiritual wisdom teachings, the great scriptures such as Zohar, the Torah, the Tao Te Ching, the Vedas, great mystical poetry such as that of Hafitz, Rumi and Blake. Wisdom literature helps formulate and focus our consciousness and expand it. Zero Point, sacred music and spending time in nature are also part of this Foundation.

5. Sacred Silence: Silence includes meditation, prayer, repetition of mantra (hagia) and chanting (in the God focused traditions).

6. Kundalini Awakening: Shaktipat initiation (S'micha le'shefa/Haniha), which is the awakening of the Divine force that is resting in potential within us. This is known as the descent of Grace. It usually occurs through a living enlightened spiritual leader, but may occur spontaneously. Once the spiritual energy is activated, it begins to spontaneously move through our body, spiritualizing every cell, every aspect of the DNA, every chakra, every nadi (which are the channels of the subtle nervous system), every organ and every tissue, so that all consciousness becomes activated into the next evolutionary stage.

-Gabriel Cousens M.D.M.D.(H) from Spiritual Nutrition

The Tree of Life is located in the beautiful pristine high desert mountains which inspire openness and awakening. The Six Foundations are not goals to be attained; rather they are foundations and lifestyle practices for “awakened normality”. The spiritual life requires commitment and intensity and is not an easy ride. The spiritual practices are designed to help people come into balance in all aspects of life. They are a chance to build your spiritual body so that it may hold more light.

Section 1.05 Essene Seven Fold Peace

1. Peace with the Body: This includes choosing to take responsibility for your own personal health and to improve the ecology of your personal body just as you would care for the planet. Dr. Cousens recommends exercising aerobically at least three times per week for one-half hour, practicing deep breathing at least once a day with ten cycles of seven-count in and seven-count out deep breath, getting sufficient sleep and relaxation and drinking sufficient pure water.

2. Peace with the Mind: Enhance your own inner peace by learning to meditate or pray, and do it on a daily basis. Enhance peace with the planetary mind by thinking positive thoughts and becoming a living-feeling prayer of peace, love, and compassion. Enhance peace with the cosmic mind by trying to begin each thought, word, and action with love, compassion and peace.

3. Peace with the Family: Forgive everybody. Forgiveness ends the negative memory and dispels the energy of conflict. Forgiveness is the blessing of living peace. The power of becoming a feeling prayer of peace is that it allows us to activate the hologram of peace that exists somewhere in every person and in every family, tribe and culture.

4. Peace with Community: Make a point to volunteer or contribute to humanitarian causes and organizations. Check with any local peace center for

a list of causes and ways to contribute. Develop your livelihood so that it supports or expresses your personal and planetary peace values. Start this one step at a time. It may take several years, so be patient and persistent.

5. Peace with all Cultures: Participate in art, music, drama, or other cultural events that inspire and connect you with the eternal values of love, peace, beauty, truth, and the Divine in all. Make peace with your own cultural roots. Ask your parents or grandparents for stories about your cultural origins. Try to find and appreciate the flourishing of peace and joy in all cultures.

6. Peace with the Ecology: Become conscious of the ways in which you participate in a global system that draws from natural resources, and recognize how Ego-driven desires for accumulation of material goods, power, wealth and status have led to an imbalanced distribution of these resources among the beings on this planet. Commit yourself to reflection on your present relationship to ecology, and then strive to ensure your personal material consumption habits as well as those of your community, your nation, and all of humanity reflect the highest intention to promote a more just relationship with the natural ecology and all beings on the Earth.

7. Peace with the Divine: Find your own personal way to connect with the Divine every day. Allow yourself to express in the world as the living will and flow of the Divine.

II. STANDARD PRACTICES

Section 2.01 Equal Opportunity Employer

It is a fundamental policy of TOL not to discriminate on the basis of race, color, religion, sex, national origin, age, handicap or disability, genetic information, veteran's status, or military status with respect to recruitment, hiring, training, promotion and other terms and conditions of employment.

It is the policy of the Company to base employment decisions solely upon an individual's qualifications relating to the requirements of the position for which the individual is being considered. It is also the policy of the Company to recruit, hire, and promote the best qualified persons for all jobs without regard to race, color, religion, sex, national origin, age, handicap or disability, genetic information, veteran's status or military status.

It is the policy of the Company to ensure that all personnel actions such as compensation, benefits, transfers, layoffs, Company-sponsored training, promotions, terminations and disciplinary actions are applied equally.

Section 2.02 At Will Employment

This handbook does not constitute a contract for employment between TOL (The Company) and its employees. Employees of the Company are considered "at-will", and therefore, either the employee or the Company may terminate the employment relationship at any time with or without cause or notice. No person other than the Director has authority to enter into any agreement for employment for any specified period of time and any such agreement must be in writing. The Company reserves the right to modify the provisions of this handbook at any time.

Section 2.03 Duration of Employment

TOL does not legally require employees to commit to employment for any specific duration, and the Company does not commit to employees that their employment will last for any specific duration. Consequently, all employment by the Company is considered at will. This means that TOL may terminate your employment at any time for any lawful reason and likewise you are free to resign your employment at any time.

TOL does ask new employees to make a spiritual commitment of 2 year duration upon hiring. This commitment is neither legal nor binding but represents a personal and spiritual intention.

If your employment is terminated because of economic conditions or lost business, the Company will provide you with a minimum of two weeks advance notice.

The Company requests that employees give a two-week notice of resignation.

Upon termination, you will be paid all earned wages by your next regularly scheduled payday. Within 30 days of termination of employment, you will be paid all earned, unused Vacation at your base (Salary) or routine/normal (Hourly) rate of pay.

Section 2.04 Workplace Harassment Policy

It is the policy of the Company to prohibit any form of sexual harassment. Improper interference with the ability of a community member to perform their expected job duties will not be tolerated and should be reported to the appropriate supervisory personnel.

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 by this policy. Such harassment may include harassment based upon a person's race, national origin, religion, age or disability. Such forms of harassment may be reported pursuant to this policy.

Any community member 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. A community member may also be subject to individual liability and penalties as a harasser.

Section 2.05 Complaint Procedure

If you experience any job-related harassment or have a related complaint, you should promptly report the matter to the Operation's Manager. The Company will undertake an investigation ensuring confidentiality to the greatest possible extent.

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

Section 2.06 Open Door Policy

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 first speak with your immediate supervisor or manager. This is usually the best way to seek resolution of problems and is a matter of professional courtesy. If, however, the issue is not resolved, you are encouraged to bring your concern to the next level of management.

Should your concern not be satisfactorily addressed or be one that you would rather not discuss with your immediate supervisor or within your own department, you should contact the Operations Manager. They will advise and counsel you on a wide range of issues, as well as clarify and answer questions regarding Human Resources policies, and are responsible for investigating all grievances brought to the Company's attention.

Based Upon a Physical or Mental Impairment

If you require an accommodation due to a serious physical or mental impairment, please contact Operations Manager. The Company will work with you to help assess whether your impairment can be reasonably accommodated, taking into account the Company's business needs, resources, your job description, and other relevant factors.

The goal is try to identify a reasonable accommodation that will enable you to perform the essential functions of your job or that of an available, vacant position in which you qualify without imposing an undue hardship on the Company. Therefore, the Company may ask for additional, supporting medical information or documentation from your health care provider in order to assess an accommodation request.

Based Upon Sincerely Held Religious Beliefs

If you require an accommodation for a sincerely held religious practice, please contact Operations Manager. The Company will work with you to help assess whether your request can be reasonably accommodated, taking into account the Company's business needs, resources, your job description, and the other relevant factors. If the request imposes an undue hardship on the Company, the request for accommodation may not be provided.

Cooperation

Regardless of whether your accommodation request is based upon an impairment or religious practice, you have an obligation to assist the Company in assessing the reasonableness of your request. Failure to provide requested information or documents requested by the Company in order to assess your request may lead to your request for an accommodation being delayed or denied.

Section 2.08**Personnel File Access and Confidentiality**

The Company recognizes and respects the information contained in employee records. To ensure accurate benefit and payroll processing, your family status, home address and telephone number must be correct and current at all times. Be sure to contact the finance manager whenever this information changes.

In response to valid requests to verify employment, for business references, or for credit purposes, the Company's practice is to release only employment status, i.e., active or non-active, job title, and dates of employment.

Additional information regarding employment will be released only upon the written authorization from the employee. Additional information may also be released pursuant to subpoena or other legal obligation.

The information contained in employee personnel files is considered confidential Company property. No one other than the employee, the employee's supervisor, and the Operations Manager are permitted access. If you wish to view your own personnel file, please contact the Operations Manager. Under no circumstances are employees permitted to remove, alter, change, copy, or deface any document in their personnel file. Violation of this policy will result in disciplinary action up to and including termination.

During the course of your employment, you may have access to information about the Company, other employees or customers, 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 strictly prohibited and may result in disciplinary action, up to and including termination of employment.

A. Pay Policy

1. Pay periods are bi-weekly.
 - a) Pay periods begin on bi-weekly Sundays and end on respective bi-weekly Saturdays.
 - b) See your supervisor for specific pay dates.
2. Each pay normally compensates hourly employees for the total number of hours worked that were claimed at the end of the last pay-period. Salary employees earn their normal, earned salary for each pay-period.
3. If you wish for someone else to pick up your check or stub, we must have a note on-file from you stating who is authorized to do so.
4. Paychecks are delivered with verve on Fridays.

i. Direct Deposit

5. Eligible Employees have the option to have their pay directly deposited into their checking or savings account.
 - a) Employees must complete the necessary paperwork with the Finance Manager in order to use Direct Deposit.
 - b) On payday, employees using Direct Deposit will receive a pay stub/report, instead of a paycheck.
 - c) Call the Finance Manager for Direct Deposit eligibility requirements.

ii. Deductions

The only deductions from your paycheck are those required or authorized by law or authorized in writing by you. Your check stub identifies each deduction and should be kept as a permanent record.

Reporting Improper Salary Deductions

It is the policy of TOL to comply with the salary basis requirements of the Fair Labor Standards Act ("FLSA"). Therefore, we prohibit all improper salary deductions. If you believe that an improper deduction has been made to your salary, you should immediately report this information to your immediate supervisor or to [the Human Resources Department.] All reports of improper deductions will be investigated promptly. If it is determined that an improper deduction has occurred, you will be reimbursed for any improper deduction in your next scheduled pay check.

iii. Raises

The Tree of Life offers the opportunity for karma yoga and emphasizes an attitude of service. Raises are infrequent and are determined by various factors including, but not limited to, Company performance, tenure, performance appraisals and/or increased responsibilities. It is important to realize that raises are provided at TOL'S discretion and are not guaranteed.

E. Expense Reimbursement

TOL reimburses employees only for approved business expenses. Expenses in excess of \$50 must be pre-approved by the finance manager. Reasonable expenses while traveling on TOL business include travel, accommodations, communications charges, and purchases on behalf of TOL. If you have any questions, please see your manager or the finance manager. Original receipts are required for reimbursement of all expenses (except for tips).

Expenses should be submitted within thirty days. TOL reserves the right not to reimburse expenses older than 90 days. Expense reports submitted by the 1st of the month will be paid by the 15th; reports submitted by the 15th will be paid by the last day of the month. All gifts and entertainment expenses are reimbursable only if they are necessary to conduct TOL business and require pre-approval. TOL does not pay for commuting to and from the workplace. If you use your car for business travel, you will be reimbursed 55.5 cents per mile and for any appropriate parking fees. You will not be reimbursed for fuel, maintenance, traffic or parking violations

Section 2.10 Promotions / Career Advancement

When evaluating you for promotion, a number of factors including job performance, job related qualifications, educational background, flexibility, and experience with the Company and our industry are considered. All promotion decisions are made at the sole discretion of the Company.

Section 2.11 Employment of Relatives

Because TOL encourages a community supported environment, employment of relatives and spouses often occurs. Employment of relatives is not prohibited by TOL, provided that the following conditions are met:

- a. The applicant is qualified for the position
- b. The family member does not report directly to another family member
- c. The personal relationship will not adversely affect the workflow or processes of TOL

III. ON THE JOB

Section 3.01 Timekeeping

A. Tracking Hours Worked; Breaks and Lunch Periods

In order to receive compensation for time worked on the normal Company payday schedule, employees must clock in and out.

1. Employees are not permitted to clock in/out for one another.
2. In the event of a missed clock in or out, notify your immediate supervisor immediately so that they can make a manual adjustment to ensure that you are paid appropriately.

Breaks and Lunches

1. TOL managers determine appropriate meal breaks per their needs and the meal schedule of the TOL Cafe. Employees and apprentices working for more than four consecutive hours on a shift are provided with at least one meal break of 30 minutes. Meal breaks are personal time and do not count toward fulfillment of scheduled work time. Paid rest breaks totaling fifteen minutes for every 4 hours worked is allowed throughout the shift, so as not to disrupt the work processes. Rest breaks are for the individual's health and safety and are expected to be self-monitored. The time need not be taken in full fifteen-minute blocks. If work processes normally include periods of "down time" throughout the shift, such downtime counts toward the total break time. Workers must notify managers when taking self-determined breaks of 10 minutes or more.
2. See your immediate supervisor to find out if your job assignment includes scheduled break/lunch periods.

- a) Lunch and break periods may not be accrued for overtime or personal time.
 - b) Any break periods must be taken in the increments provided and may not be "pooled" together.
 - c) The scheduled workday may not be altered by skipping designated breaks and lunches unless pre-approved by a supervisor/manager.
3. Excessive misuse of the time clock will result in disciplinary action, up to and including termination.

Lactation Accommodation

4. Upon request, working community members who require lactation accommodation will be provided a reasonable amount of break time for this purpose. The break time will, to the extent possible, run concurrently with any paid break time already provided, and to the extent additional break time is needed, such additional time will be unpaid. You may use your own office or an available private room near your work area for privacy. To ensure privacy, you should make arrangements for these breaks with your supervisor/manager.

B. Working Overtime

It is not the Company's policy to require overtime. However, occasionally this cannot be avoided. In such instances, an employee may be asked to work after their regularly scheduled shift.

Overtime is defined as hours worked in excess of 40 hours a week based on a 12:00 am Sunday through 11:59 pm Saturday workweek. Salaried-exempt employees are excluded from being paid for working overtime. For non-exempt and hourly employees:

1. Overtime wage is paid at one and one-half (1.5) times your regular hourly rate.
2. Employees are only allowed to work overtime if requested and approved by a supervisor in advance.
3. Benefit Time used during the workweek is not included when calculating overtime hours.

C. Drive Time

1. Drive time is paid when an employee is required to drive from one job related location/site to another during a normally scheduled shift.
2. Drive time is not paid when an employee is driving from home to work/job site or driving from work/last job site back home ("Commute time").
3. Drive time is not paid while an employee is en route to the first site of a non-required/voluntary assignment.

Section 3.02 Training and Assistance

TOL strives to provide workers with job training and orientation suited to each Job. The Company also encourages supervisors to evaluate an individual's job performance and provide feedback. If you feel that you do not have the skills or training needed to perform your required duties, inform your supervisor or Human Resources immediately.

The Company may occasionally conduct programs designed to provide new skills or enhance existing skills. These programs may be provided for management, and for individuals who consistently demonstrate a leadership capacity in the workplace and express an interest in career advancement. Inform your supervisor if you are interested in learning new skills or enhance existing skills; your supervisor will be able to discuss qualifications for, and the availability of skill/knowledge enhancement training for your job.

Section 3.03 Job Performance and Evaluation

We work closely with all community members to help them perform to the best of their abilities. The frequency and method of performance evaluation varies, depending on your position. Your supervisor will be able to discuss the means by which your job performance will be evaluated.

Section 3.04 Work Area

TOL surroundings always reflect a professional appearance. Eating at work is acceptable, if done out of sight from TOL guests and in a manner that prevents damage to TOL equipment and property. Edibles on TOL property must reflect a vegan, organic, raw ethic. We are all responsible for keeping our work area clean and presentable. Specifically, personal belongings are stored out of view rather than on the windowsills or in plain view. Employees are responsible for leaving office and meeting areas in clean and presentable condition. This standard is considered a qualification for continued employment and disregard can result in verbal or written warnings.

Section 3.05 Image/Dress Code

Properly groomed and attired community members help to create a favorable image for the Company. You are expected to groom and dress in a manner that is acceptable at your job site and for your position. If you report to work improperly dressed or groomed, your supervisor or manager, in their sole discretion, may instruct you to return home (unpaid) to change clothes or may take other appropriate disciplinary action. Subsequent incidents of non-compliance will result in discipline, up to termination.

General Apparel Policies

TOL is a service-oriented organization helping people from many cultures and environments. TOL endorses clean, modest, and professional clothing, which may still express your personality. Use discretion in your selection of clothing; it may be comfortable, casual, and natural, suited to your duties. Your clothing must present a professional image of your role at TOL.

Oasis workers must adhere to office casual attire. Men are to wear collared shirts and casual slacks. Women are to dress modestly. Jeans and shorts are not permitted.

Kitchen workers must cover hair with a chef hat or scarf and put long hair up or in a braid. Closed-toed shoes must be worn in the café and shoes must be worn in the office.

Garden and grounds workers may wear clothing appropriate to their labor. Male garden workers may go shirtless only inside the fenced garden areas. Sprout house workers must wear shirts.

Bare feet are welcome outdoors and in rooms designated as shoes off (such as the Dharma Center, Unity Room and Temple.) During spirit dance or other Native American gatherings participants are required to comply with dress as directed by that tradition. Trance or Ethnic Dance dress can reflect also those cultural traditions.

Because of the community nature of the TOL and due to the fact that guests will not know whether you are working or taking the day off, you are expected to apply these basic dress code standards anytime you are on TOL property.

If you are found on TOL property improperly dressed or groomed, your supervisor or manager, in their sole discretion, may instruct you to return home (unpaid) to change clothes or may take other appropriate disciplinary action. Subsequent incidents of non-compliance will result in discipline, up to termination.

Section 3.06 Code of Conduct & Disciplinary Action

As a community member, 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 the right thing to do is.

In addition to complying with Company policies and job specific requirements, you are also expected to obey the rules and regulations of TOL job sites. If your performance does not meet position requirements, you may be subject to disciplinary action, up to and including termination; violation of any Company policy may subject you to disciplinary action, up to and including immediate termination.

All decisions regarding disciplinary action will be at the sole discretion of the Company. The Company reserves the right to implement discipline in accordance with the seriousness of the violation. Nothing in this policy alters the at-will employment relationship, which means that either you or the Company can terminate the employment relationship at any time with or without cause and with or without notice.

Examples of Conduct Expressly Prohibited by Policy:

The following examples are not meant to be complete, all-inclusive, and are subject to change by the Company at any time with or without notice.

Violations of the following or any other Company policies will subject you to disciplinary action up to and including immediate termination:

1. Theft, fraud, embezzlement or other proven acts of dishonesty.
2. Any harassment of another community member (verbal, physical, or visual), including sexual harassment such as offensive gestures, unwelcome advances, jokes, touching, or comments made to or about another community, vendor or customer.
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 Company 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 Company premises or abusing such items while representing the Company or conducting Company business.
6. Engaging in unauthorized employment elsewhere while on paid benefits related to illness, or while on an extended absence.

7. Committing a crime or assisting anyone whom you know or suspect to be involved in any crime or engaging in any conduct which rises to the level of a crime.
8. Falsifying Company 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. Excessive unexcused absenteeism/tardiness or unacceptable patterns of absenteeism/tardiness.
12. Repeatedly failing to use a time-clock as directed.
13. Job abandonment, meaning the failure to report to work without properly notifying one's immediate supervisor, or leaving a job assignment without permission prior to completion of your responsibilities.
14. Conduct that is likely to cause another community member, agent, customer or vendor of the Company embarrassment, loss of dignity, feelings of intimidation, or loss of opportunity, including all forms of discrimination and harassment.
15. Unauthorized use of Company or customer supplies, information, equipment, funds, or computer codes/passwords.
16. Knowingly mishandling a customer's or potential customer's account. This includes improper discriminatory practices.
17. Refusing to repay documented overpayment of any compensation.

18. Possessing firearms or weapons while on Company premises or carrying them while on Company business; or threatening the personal safety of fellow community members, customers, Company agents, or vendors with such firearms or weapons.
19. Using or threatening to use physical force or violence against a fellow community member, agent of the Company, customers, or vendors.
20. Committing any act, on or off the Company's premises, which threatens or is potentially threatening to the reputation of the Company or any of its community members, agents, customers, or vendors.
21. Repeatedly working overtime without the approval of a supervisor or manager.
22. Repeatedly failing to meet job responsibilities, job budget or quality requirements.

Section 3.07 Relationships with Customers

It is important to realize that we compete with many companies. Competitors frequently call on our customers asking for their business. A customer will only change services when their impression of our service becomes less positive than their impression of a competitor. Impressions are constantly changed and formed by every contact the customer has with our service. Every time our customer hears or sees anything having to do with TOL, it strengthens or changes their perception of our company.

When our customers give us their business, they have great expectations and a very positive impression of our service. It is up to each community member 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 customer. 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 customers, we only lose our credibility.

All community members can create a Tree of Life experience where TOL clients become community and feel nurtured. This is accomplished with simple greetings and respect for personal space. Employees must be alert and present when TOL clients are in the area. It is important to remember that we are in service and that our public areas belong to our student (clients). Greet TOL clients with a smile. Be an example of a healthful spiritual life. Refer distressed TOL Guests to the Operations Manager or a TOL spiritual teacher.

Disciplinary action may be warranted if a community member:

- 1) "processes" with guests—especially giving untrained emotional advice;
- 2) discusses or involves TOL clients in personal problems;
- 3) goes offsite with TOL clients without permission from the appropriate manager responsible for the care of that apprentice, client;
- 4) discusses work issues with or within hearing range of TOL clients.

Suggestive language or sexual contact with TOL clients is strictly prohibited and is grounds for severe discipline, including dismissal.

Section 3.08 Community Communication

TOL encourages open and direct communication. We help each other by providing applause for hard work, performance and dedication, and by giving encouragement. As a spiritual community we adhere to a strict “no gossip” policy. Negative energy expended toward others causes harm to all. Community members may experience disciplinary action, including written warning and release from the job for gossiping. Gossiping is talk intended to harm or defame another being, whether the information is true or not. However, bringing problems or concerns to a manager about another with the intent for resolution is appropriate. Communication is also facilitated in community meetings, in satsang, and within spiritual services.

A. Solutions and the Management Team

TOL seeks to deal openly and directly with all community members, and believes that communications between individuals and management is critical to solving problems. Peers that have a personal problem with one another should resolve the problem themselves, if possible. If a resolution seems difficult, one may approach their own manager or, in the absence of their manager, to a senior manager to determine a resolution. If managers deem appropriate, a meeting may be planned. In these instances, the decision of the management team is final. If a community member sees a work or ethical problem that needs resolution in another department, this is also taken to their direct manager. Departmental resolutions are often determined in communications between managers. Resolution and solutions may already be in place so this communication route keeps energy focused.

B. Input for Management Team Meetings

Concerns that cannot be solved directly with the manager or that involve the whole of the Tree can be put in writing and given to the Operations Manager; the concern will be reviewed in the management meeting as deemed appropriate. Management meetings occur weekly. During these meetings important decisions are made and employee input can be a valuable resource. Final decisions are made at the management team meetings. Do not approach Dr. Cousens directly with work-related problems unless he is your direct manager.

C. Director Role of Gabriel Cousens M.D.

Gabriel Cousens is the director of the Tree of Life, and the direct manager of the management team, the medical staff, and the garden. These employees may see Dr. Cousens by appointment for departmental reviews. The management team, the medical staff, and the garden supervisor are the only employees designated to go to Dr. Cousens directly with department needs and problem resolution. All other employees take requests/issues first to the department manager (or acting manager / supervisor in manager's absence). The managers take issues to Dr. Cousens as needed. All managers fully explore departmental problems with probable resolutions when they present them to Dr. Cousens or to the management team. This promotes the best use of time and energy. We encourage employees to take this approach with their managers as well. These policies facilitate direct communication, easy problem resolution and cooperation. If the employee has an emergency and the department manager is not available he or she may take the issue to the supervisor, or to a senior manager. Dr. Cousens is available nearly every evening for spiritual guidance within the evening spiritual programs.

D. Evening Spiritual Programs

Rabbi Cousens is available nearly every evening for spiritual guidance within the evening spiritual programs.

Satsang: This is a special time to gain support by asking questions of Rabbi Cousens that pertain to your spiritual life. When Rabbi Cousens is away, appointed Tree of Life spiritual teachers lead the evening programs.

Meditation: Helps bring a sense of inner peace & builds spiritual power.

Chanting: Opens the heart allowing love to permeate your very being.

Shabbat & Havdalah: Ancient Essene ceremonies to invoke joy, peace & harmony.

E. Community Meeting

Community meetings occur monthly and are part of the experience of being an employee and community member of the Tree of Life. Managers are required to attend community meetings and encourage staff to attend. Managers are required to report the activities to staff who were absent from the community meeting.

Section 3.09 Community Lifestyle

A. Vegan Live Food Non-Toxic Lifestyle

The Tree of Life promotes the vegan live food non-toxic lifestyle in our offices, in our community housing, and on all TOL property. In addition all employees, apprentices, and seva workers are required to commit to a vegan lifestyle and an 80% minimum live food while serving the Tree of Life. (Honey which is ethically harvested is acceptable and, while not allowed on Tree of Life property, its use is up to the individual.) Food consumed on TOL property or with TOL Students (clients) will reflect the healthy, organic, vegan, live lifestyle as encouraged and advised for healing TOL Students (clients). The following items are prohibited and their use on TOL property or within the presence of students (guests) or apprentices will result in a verbal warning:

- Animal products (including meat, dairy—eggs, milk, cheese, etc.)
- Cooked / Processed Foods (including coffee)

B. Fasting and Cleansing Limits

Employees, volunteers, and apprentices, refrain from fasting or cleansing while working at the Tree. Café students also may not be on a strict phase one diet as this interferes with the café education process. The organic food, fresh air and basic programs are enough for most people to heal and cleanse. You will learn a great deal about many ways to cleanse and heal, take this knowledge and use it in your daily life. Under the department manager's approval employees and volunteers may be allowed to go on a fast or cleanse as directed by a Tree of Life doctor. Cleansing includes Liver Flushes, Colon Cleanses, Intense herbal regimes, juice fasting, water fasting or anything that creates an accelerated bodily cleansing. You may do other cleanses on vacations and, of course regular herbs, supplements, colonics, and less invasive cleansing is a natural part of the lifestyle.

C. Public Nudity or No Attire

TOL has a strict no public nudity policy on TOL property and surrounding Coronado National Forest Land. Designated areas for nudity include: Co-Ed sundeck, women's sundeck and clothing optional hot tubs which are all in visually private areas. Some hot tubs, including the Oasis hot tub and pool are clothing required. Employees and apprentices may be nude in clothing-optional spaces when TOL Students (clients) are not using them and must politely leave if a TOL Student (client) comes into the clothing-optional area and desires privacy.

Section 3.10 Relationships with Competitors

TOL requires every community member to adhere to the highest standard of ethical business conduct. Our most valuable asset is our good name.

In order to compete effectively and fairly in the marketplace with our many competitors, TOL must remain alert to changes in services and products offered to the public by our competitors. Employees may not, however, seek to gain this information improperly. For example, it is prohibited to hire an employee of a competitor to gain access to that competitor's trade secrets or proprietary information. Similarly, an employee or former employee is prohibited from providing such confidential information to our competitors.

Both federal and state law prohibits conspiracies or agreements that unreasonably restrain trade. Formal or informal understandings or agreements between competitors concerning the pricing of services or limitations on the output of services are unlawful and may not be discussed by an employee with any competitor.

Section 3.11 Relationships with Community Members

TOL seeks to foster and maintain a productive and healthy working environment. This can only be accomplished through the cooperation and support. Community members should treat each other with mutual respect and professionalism. If you or any community member is treated with disrespect, immediately notify your immediate supervisor or Operations Manager.

Section 3.12 Conflicts of Interest

To avoid any possible conflicts of interest, it is your responsibility to refuse and immediately report any offers of gifts, loans, misuse of Company funds, kickbacks, rebates, or refunds that come to your knowledge through your position at the Tree of Life. It is Company policy that Tree of Life community members are not to accept or participate in any of the aforementioned activities.

Section 3.13 Confidential and Proprietary Information

The security of Company property is of vital importance. Company property includes not only tangible property, like vehicles, desks and computers, but also intangible property such as proprietary and confidential information. All community members share responsibility to ensure that proper security is maintained at all times. Community members may not use Company property or customer supplies, funds, information or equipment unless authorized to do so.

Proprietary information includes all information relating in any manner to the business of the Company and its affiliates, consultants, customers, clients, and business associates produced or obtained by Company employees during the course of their work. This Manual, for example, contains proprietary information. All proprietary information that is not known generally to the public or the industry, or is known only through improper means, is confidential information. Customer lists, customer files, personnel files, computer records, financial and marketing data, compensation information, process descriptions, research plans, formulas, electronic codes, computer programs, and trade secrets are examples of confidential information.

Given the nature of the Company's business, protecting proprietary and confidential information is of vital concern. This information is one of the Company's most important assets. It enhances the Company's opportunities for future growth, and indirectly adds to the job security of all employees.

Tree of life workers must not use or disclose any proprietary or confidential information that they produce or obtain during employment with the Company, except to the extent such use or disclosure is required by their jobs. This obligation remains even after an individual's relationship with the Company ends.

On termination of employment, whether voluntary or involuntary, all Company documents, computer records, and other tangible Company property in the employee's possession or control must be returned to the Company.

Section 3.14 Workplace Safety & Security

The Company is committed to providing and maintaining safe and healthy working conditions for everyone. Employees are expected to comply with applicable occupational safety and health guidelines. If you observe what you believe to be an unsafe working condition or practice on the job, notify your immediate supervisor or [Contact Information] immediately. It is important to follow all safety and security measures prescribed by the Company.

1. You are required to immediately notify the Operations Manager of any injuries that occur on the job or within the course and scope of employment.
2. You are required to notify your direct supervisor of any damage to equipment, tools, supplies, or other Company Property.
3. It is mandatory that you wear all ear and eye protective devices while in the course and scope of employment.
4. If your job post does not have any required Material Safety Data Sheets (MSDS) for all of the chemicals you are required to work with, or if you do not understand your MSDS's, you should notify TOL immediately.
5. 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.

Building Security:

All appropriate managers have access to security codes and the operations manager must be called if the system alarm occurs. Staff members are responsible for closing and locking the windows and doors in their work area. The last staff member to leave a building for meals or at the end of the day is responsible for making certain that all doors are locked. The café work hours are to be respected and all non-café workers are allowed to use the space during meals and scheduled events only.

The Oasis building is locked completely before and after business hours whether staff is working or not. Staff working after this time will lock the exit door behind them upon arriving or leaving. Staff can work only during their scheduled hours unless receiving permission from their manager to work later.

The Oasis security system is automatically set during non-working hours. These hours are posted and staff must stay aware of the security status of the building. The police department may charge the Tree of Life if they are called on a false alarm. If this should occur due to the employee's lack of attention, the cost will be shared between the employee and the Tree of Life.

The student dormitory space is part of the Tree of Life Foundation and is intended for use by teachers, apprentices, building caretakers, and volunteers, but not employees.

Use of the Unity Room, Dharma Center, and Temple:

The use of the Unity Room, Dharma Center, and Temple for group activities must be approved by a community member's manager who will check with the operations manager and notify the housekeeping manager prior to giving approval. The manager also ensures that the room is available and that all of the rules of use for that room are followed. Apprentices seek permission from the café or the dorm caretaker, as manager, who will then check with the production manager and notify the housekeeping manager. Upon receiving approval the community member keeps a copy of the permission form and gives the original to the housekeeping manager. Note that unauthorized use of any of these rooms for personal and group activities will result in a written warning.

Keys and Locks:

Community members are responsible for the safety and replacement of all keys in their possession. Managers must keep track of all keys issued. All keys are returned to the front desk and new keys are issued from the front desk. When keys are transferred, updated, or returned the front desk makes the appropriate adjustment to the files. If the community member loses a key or fails to return it at the end of their employment replacement costs will be deducted from the paycheck. This includes replacing the locks and issuing new keys for each employee authorized to use that lock as well as the cost of the professional locksmith, when needed. The cost is itemized and given to the employee. The manager of the employee is responsible for ensuring that keys are returned to the front desk and authorizes the issuing of keys. The manager also notifies payroll when key losses occur.

Section 3.15 Workplace Violence

The Company is committed to ensuring the safety and health of all community members. Under no circumstances will violence, intimidating, threatening behavior, or harassment be tolerated. Any community member found to have violated this policy will be subject to discipline up to and including immediate termination. Additionally, criminal charges may be filed with the appropriate law enforcement agencies.

All violent or threatening incidents must be promptly and accurately reported to the Operations Manager whether or not an injury has occurred. Reports may be made anonymously and all reported incidents will be investigated. Reports warranting confidentiality will be handled appropriately and information will be disclosed on a need-to-know basis. In a life-threatening situation involving violence in progress, immediately call 911 and report the situation directly to the police.

Section 3.16 Visitors/Loitering

For safety reasons, no visitors (including your children, parents, spouse, or friends) are allowed in the facility without permission and authorization from management. The presence of an unauthorized visitor reflects negatively on the productivity and professionalism of our staff.

The Company prohibits loitering on Company property. If you witness an unknown person or any strange activity on Company property, please report it to Company management immediately.

To protect TOL from theft, vandalism or frivolous lawsuits, only TOL guests, seva, staff, family living with staff, and authorized business and personal visitors are permitted at TOL. Community members are responsible for the conduct of their visitors.

Section 3.17 Solicitation and Distribution of Literature

In the interest of efficiency and security, solicitations or distributions by community members of literature of any kind is restricted to non-work areas and during non-work time. Community members are prohibited from soliciting or distributing literature of any kind in work areas or during work time. Solicitation or distribution of literature of any kind by non-employees is not permitted on company premises at any time.

Section 3.18 Use of Electronic Equipment and Resources

The Company provides a variety of electronic equipment and resources to help staff do their jobs efficiently and productively, including telephones, PDAs, voice mail, desktop and portable computers, cell phones, e-mail accounts, internet access, copiers, fax machines, and the like. All such equipment and resources are provided for your use in connection with your job and are the property of the Company.

This policy applies to all equipment and electronic resources that are owned or leased by the Company or that are used on or accessed from Company premises, equipment or resources.

Personal Use

Electronic equipment and resources are provided for Company business. However, the Company does permit staff incidental personal use of the computer at their desk or work station during non-working time with their Supervisor's approval. When using a computer for personal use, the individual must not use it in any illegal, obscene, offensive or intimidating manner, or any other manner that violates Company policy. Staff is also prohibited from using company computers or any other resources for personal gain, to compete with the Company in any way, or for the advancement of individual views.

Use of the Company's technical resources must not interfere with your productivity, the productivity of any other community member, or the operation of the Company's technical resources.

Personal use of Company computers is not private. Personal information or messages stored in the Company's systems will be treated no differently from other business-related information and messages, and will be subject to monitoring and review without the individual's prior approval. (See below.)

Confidentiality

All community members have an obligation to safeguard the Company's confidential information, as well as the confidential information of its customers, clients, and others from disclosure. Among other precautions, staff must comply with the following rules:

1. Always use assigned passwords
2. Do not access restricted databases or files without permission
3. Do not leave any messages containing confidential information visible while you are away from your work area
4. Always include a statement in e-mail messages containing any confidential or sensitive information, in all capital letters, at the top of the message "CONFIDENTIAL - UNAUTHORIZED USE OR DISCLOSURE IS STRICTLY PROHIBITED"
5. Never store confidential Company information on home computers or laptops without permission and no longer than is absolutely necessary for business purposes;
6. Take all reasonable measures to prevent any portable computer or other equipment containing confidential information from being lost or stolen.

General Use Guidelines

Because of the risk of importing viruses into the Company's computer equipment, staff may not import any hard drives, files or documents that are created outside the Company's premises until the document or file is first scanned for viruses by the computer's anti-virus program.

In addition, only the IT Manager has authority to select software to use in your computer; staff may only install and use software approved by IT. The Company from time-to-time will audit all software on computers in the workplace to identify possible unlicensed, illegal, or unauthorized software copies. If such software is found, it will be removed and the person responsible for installing the software, if identified, may be disciplined.

IT will assign passwords for using Company computers, copiers, e-mail and the Internet. Staff members are to use assigned passwords in all appropriate applications. Staff may not share their assigned passwords with anyone, nor may they alter such passwords. All passwords are Company property.

Using Cell Phones

Employees using computers are to make back-up copies of all important documents and files in accordance with the IT Department's back-up protocol system.

Cell phones are not only capable of making and receiving phone calls, they may also be capable of email, text messaging, internet browsing, running third party applications, GPS, and entertainment (games, music, videos etc). The Company may issue cell phones to employees, regardless of the capability of a particular cell phone, company-issued cell phones are considered Company property and are for business-use only; features other than phone use must not be used or activated without direct authorization from a supervisor.

Employees should have no reasonable expectation of privacy in the use of Company-issued cell phones.

Personal cell-phones may be permitted upon the prior approval of your direct-supervisor. Any permitted usage of personal cell-phones, however, must be kept to a minimum and in no way shall their usage negatively impact the performance of your job duties.

Under no circumstances are employees to use cell-phones while operating Company machinery or equipment. Improper usage of Company issued cell phones or improper or prolonged usage of personal cell-phones may subject you to disciplinary action, up to and including termination.

Usage of cell phones while operating a motor vehicle greatly increases the odds of a serious or fatal accident occurring. Therefore, employees are prohibited from using Company-issued cell phones or personal cell phones while operating a motor vehicle during the course of employment.

If an employee must use their cell phone while operating a motor vehicle in the course of employment, the employee shall first find a safe place to pull over before using the cell phone. Keep in mind that the shoulder of the road is generally not considered to be a safe place to park. Therefore, stopping on the side of the road to make a call is not recommended. The employee shall ensure that their call is completed prior to returning to the operation of the motor vehicle.

Employees involved in motor vehicle accidents attributed to cell phone usage while operating said vehicle will be subject to appropriate disciplinary action, up to and including termination.

Using E-Mail

Because they seem informal, e-mail messages are sometimes offhand, like a conversation, and not as carefully thought out as a letter or memorandum. However, like any other document, an e-mail message can later be used to indicate what a community member knew or felt.

E-mail messages are also considered to be business records and may be used in investigations by government agencies or private litigation. And, e-mail systems create back-up tapes that make it relatively easy to recover "deleted" e-mail. Consequently, you should not create or send any e-mail that contains any information that you would be embarrassed to have publicized within and outside the Company, or that you would not want to be discovered in a legal proceeding.

Email and attachments can contain viruses that could disable the Company's entire computer network. Exercise extreme caution at all times in this area. Do not open any emails or attachments that look suspicious, even from someone that you know.

Using the Internet

The internet is very good at leading you from site to site in search of a better product or more accurate information; one can easily open up a web page with every intention of getting what he/she needs and getting back to work – but instead, find themselves spending minutes, even hours, browsing the internet for purposes unrelated to their job, or at best, job-related but unimportant. Therefore, staff must stay focused on the job they are paid to do; intentionally guard their job performance and productivity closely when on the internet.

Incidental personal use of a short, non-regular duration may be permitted while on breaks or personal time with permission from your supervisor.

However, personal use may never involve:

- using Company internet and e-mail to harass, discriminate, defame, intimidate, or disparage the Company or any of its community members
- visiting sites or receiving materials related to discrimination, gambling, pornography, sexually explicit material, or any illegal activity

Additionally, community members must not use company computers, e-mail, or Internet access to establish, run, or conduct their own business or that of another business entity.

Impermissible Uses

Community members must not access, create, store, or transmit intimidating, offensive, hostile or otherwise inappropriate or unprofessional material or communications using any Company-provided electronic resources or equipment, or their own personal devices or resources while on Company premises, work-time, or at any time for Company business. The Company's policies against harassment and discrimination apply fully to our community member's use of all such equipment and resources, including the e-mail system, voicemail system, cell phones and internet access. Any violation of these policies is grounds for discipline up to and including termination of employment.

Staff may not disguise their identity when creating or transmitting messages or material on or from the Company's electronic equipment or resources.

Staff may not open e-mail messages, other than their own or those which the individual is authorized to open by their Supervisor or by the person to whom the e-mail is addressed. Community members may not fake or alter any e-mails, faxes or other communications.

Community members should not copy or distribute copyrighted material (e.g., software, database files, documentation, articles, graphics files, and downloaded information) through the e-mail system or by any other means unless they have confirmed in advance from appropriate sources that the Company has the right to copy or distribute the material. Failure to observe a copyright may result in disciplinary action by the Company as well as legal action by the copyright owner.

Electronic Privacy

All Company-provided electronic equipment and resources, and all information transmitted, received or stored in these systems, is the property of the Company. Staff have no right to privacy in their use of Company-provided computers or other electronic equipment and resources, including the internet, e-mail, chats, text messaging, voicemail, and cell phones.

Section 3.19 Inspection of Company Property and Data

All TOL property is subject to monitoring and review at all times. This includes, but is not limited to, desks, vehicles, computers and Email files. Reasons for searches and reviews include, but are not limited to, personal abuse of TOL property, theft investigation and improper disclosure of confidential information. Any employee member that attempts to obtain or alter a password for the purpose of accessing restricted files will be subject to disciplinary action, up to and including termination.

All Company facilities, offices, desks, lockers, tool boxes, closets, files, vehicles, external job sites, software, all electronic equipment, and so forth, are considered Company property. As such, **Employees should have no reasonable expectation of privacy in the use of Company property and facilities.**

In order to safeguard community members and the workplace, and in order to maximize efficiency, safety and productivity, the Company reserves the right, in its sole discretion and without notice, to inspect, monitor or otherwise search Company property and facilities or any other enclosed or open area within Company property or facilities and to monitor or inspect any items found within such facilities. Failure to cooperate in any work place inspection may lead to discipline, up to and including termination.

The Company's right to monitor and inspect extends to any correspondence, or other data received or sent using Company equipment or resources. This includes anything that is received or sent via a service or resource paid for or established by the Company, or that the individual pays for or establishes on his or her own (e.g., personal Google account) but for which the individual uses Company-provided computers or other equipment. Inspection of incoming and outgoing messages or mail may occur at any time, with or without notice from the Company for any legitimate business reason.

Monitoring or inspection under this policy may proceed without the individual's knowledge. The Company also reserves the right to randomly inspect any packages, mail, parcels, handbags, briefcases, or any other possessions or articles carried to and from Company facilities and job sites where permitted by law.

Personal Property

TOL does not assume responsibility for personal property located on its premises. Community members must use discretion when choosing to bring personal property to TOL and do so at their own risk. Additionally, community members may not display at TOL any personal property that may be viewed as inappropriate or offensive to others.

Section 3.20 Drug Free Work Place

The vision and purpose of TOL is incompatible with the use and abuse of illegal drugs, alcohol or other harmful substances; the use of these substances by those who serve at TOL is not acceptable. Many TOL Students (clients), apprentices, and staff of TOL come to heal from addictions and substance abuse; it is important that we provide a healing environment free of these substances. TOL is a drug free safe space. Residents of Tree of Life property including apprentices, seva workers, and employees will be asked to leave immediately if they violate this dharma.

TOL is both a safe haven and support system for people choosing to follow a vegan live food non-toxic lifestyle. Staff and apprentices often come to heal from addictions and health imbalances. People indulging or promoting toxic activities indirectly or directly undermine spirituality and a sattvic life. These guidelines support and provide a transition to the sattvic lifestyle. TOL will not accept unconscious toxic addictions and behaviors. TOL supports an appropriate, balanced interface between individual and community. It is from this place that our drug policy has been developed. Therefore, the following rules apply:

Using, possessing, manufacturing, selling or distributing illegal substances—including drugs or drug-related paraphernalia, including but not limited to marijuana, natural or synthetic hallucinogenic substances, non-prescribed prescription drugs or any narcotics, on the job, on TOL and affiliated properties, in public spaces in the town of Patagonia, or in the presence of TOL Students (clients), apprentices, seva volunteers, or staff, is strictly prohibited and is grounds for immediate dismissal. The use of these substances adversely affects the health of the user and those around him or her. Therefore, if TOL has reasonable suspicion of possession of illegal substances, it is grounds for search, to the extent allowed by law, of the individual's person, possessions and living quarters on the properties of TOL.

All community members are expected to cooperate fully with any investigation relating to enforcement of this policy. Failure to cooperate in a drug test, providing false information, failing to provide a specimen, omitting information, attempting to adulterate a specimen or otherwise manipulate a test or appropriately execute appropriate acknowledgement and agreement forms will subject a community member to discipline, up to and including termination.

Using alcohol or tobacco on the job, at TOL, or in the company of volunteers, students (clients) or staff or apprentices, is prohibited and may be grounds for disciplinary action or dismissal. The use of these substances in public spaces in the town of Patagonia is strongly discouraged, and will result in a warning if brought to the attention of the TOL community. Disregard for the warning may result in dismissal. Although these substances are legal, they are detrimental to the healthy life-style encouraged at TOL. Therefore personal use of tobacco and alcohol is not an appropriate reflection for TOL community members. Tobacco and wine used in formal sacred ceremony does not violate these principles.

Section 3.21 Non-Smoking Policy

Under Arizona law, the TOL is prohibited from permitting smoking in any enclosed area or outside areas adjacent to any entrance or exit to a non-smoking area or in any company owned vehicles.

Therefore, the smoking of cigarettes, pipes, cigars, the use of smokeless tobacco or the burning of any smoke producing substance is strictly prohibited in any enclosed space or vehicles owned, operated, leased, or occupied by the Company.

IV. ABSENCES

Section 4.01 Leaves of Absence

iv. Family and Medical Leave Act (FMLA) of 1993

1. The FMLA requires the Company to grant eligible employees unpaid time off from work for certain medical and family purposes as defined by the FMLA.
 - i. An eligible employee is one who has been employed by the Company at least 12 months and worked a minimum of 1,250 hours of service during the 12 months prior to the leave of absence.
2. An FMLA absence of up to 12 weeks within a 12 month period may be taken for the following reasons:
 - i. an employee's own serious health condition that renders the employee unable to perform his or her job.
 - ii. to care for a parent, spouse or child with a serious health condition.
 - iii. a newborn child or newly-placed adopted or foster child
 - iv. because of any "qualifying exigency" arising out of the fact that the spouse, parent or adult child of the employee is on "covered active duty" or has been notified of an impending call or order to covered active duty in the Armed Forces.

3. An FMLA military caregiver leave of up to 26 weeks within a "single 12-month period" may be taken by an eligible employee whose spouse, parent, adult child, or next of kin is a covered service member with a "serious injury or illness" sustained or aggravated while in the line of duty on active duty. The "single 12-month period" for leave to care for a covered service member with a serious injury or illness begins on the first day the employee takes leave for this reason and ends 12 months later, regardless of the 12 month period established for other types of FMLA leave. No further leave for the covered injury or illness will be granted. An eligible employee is limited to a combined total of 26 workweeks of leave for any FMLA-qualifying reason during the "single 12-month period" and only 12 of the total 26 weeks may be for other FMLA-covered reasons..

4. Definitions

- i. A "serious health condition" is one which requires inpatient care at a hospital or a residential medical care facility or is a condition which requires continuing care by a licensed health care provider.
- ii. "Child" includes a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is under 18 years of age or 18 years of age or older and incapable of self-care because of a mental or physical disability. However, an employee may take a 12-week qualifying exigency or 26-week military caregiver leave for an adult child (18 years of age or older) who otherwise qualifies under those provisions of FMLA leave.

- iii. "Next of kin," for purposes of the 26-week military caregiver leave, means the nearest blood relative of the covered service member.
- iv. The term "covered service member" for purposes of the 26-week military caregiver leave means either:
 - (1.) A member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness; OR
 - (2.) A veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.
- v. The term "serious injury or illness" for purposes of the 26-week military caregiver leave means either:

- (1.) In the case of a member of the Armed Forces, including as a member of the National Guard or Reserves, an injury or illness incurred in line of duty on active duty in the Armed Forces (or that existed before the beginning of the service member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that may render the service member medically unfit to perform the duties of the member's office, grade, rank, or rating.; OR
 - (2.) In the case of a veteran who was a member of the Armed Forces, including as a member of the National Guard or Reserves, at any time during a period described in 4 (d)(2) of these definitions, a qualifying injury or illness that was incurred in the line of duty on active duty in the Armed Forces(or that existed before the beginning of the service member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.
- vi. The term "covered active duty" for purposes of the 12-week qualifying exigency leave is defined as either:
- (1.) In the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; OR

- (2.) In the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call to order to active duty under a provision of law referred to in section 101(a)(13)(B) of title 10, United States Code.

- vii. A "call to active duty" for purposes of the 12-week qualifying exigency leave refers to a Federal call to active duty. State calls to active duty are not covered unless under order of the President of the United States in support of a contingency operation.

viii. The term "qualifying exigency" for purposes of the 12-week qualifying exigency leave includes any of the following: (1) Up to seven days of leave to deal with issues arising from a covered military member's short notice deployment, which is a deployment on seven or fewer days of notice; (2) Military events and related activities, such as official ceremonies, programs, or events sponsored by the military, or family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the active duty or call to active duty status of a covered military member; (3) Qualifying childcare and school activities arising from the active duty or call to active duty status of a covered military member, such as arranging for alternative childcare, providing childcare on a non-routine, urgent, immediate need basis; enrolling or transferring a child to a new school; and attending certain school and daycare meetings if they are necessary due to circumstances arising from the active duty or call to active duty of the covered military member; (4) Making or updating financial and legal arrangements to address a covered military member's absence, such as preparing powers of attorney, transferring bank account signature authority, or preparing a will or living trust; (5) Attending counseling provided by someone other than a health care provider for oneself, the covered military member, or a child of the covered military member, the need for which arises from the active duty or call to active duty status of the covered military member; (6) Rest and recuperation leave of up to five days to spend time with a covered military member who is on short-term, temporary, rest and recuperation leave during the period of deployment; (7) Attending certain post-deployment activities within 90 days of the termination of the covered

military member's duty, such as arrival ceremonies, reintegration briefings, and any other official ceremony or program sponsored by the military, as well as addressing issues arising from the death of a covered military member; and (8) Any other additional activities that the employer and employee agree is a qualifying exigency which arose out of the covered military member's active duty or call to active duty status.

5. Spouses who are both employed by the Company are jointly entitled to a combined leave total of twelve (12) weeks (rather than twelve (12) weeks each) for the birth of a child or upon the placement of a child with the employees for adoption or foster care.
6. The Company may require an application for leave be accompanied by a medical certification statement completed by a health care provider. The certification must state the date on which the health condition commenced, the probable duration of the condition, and the appropriate medical facts regarding the condition. The certification must specify if the leave is to care for a family member, along with an estimate of the amount of time the employee will need. If the employee has a serious health condition, the certification must state whether or not the employee can perform the essential functions of their job. The certification must be timely returned to the Company within 15 days after notice that the certification is required.

7. In order to determine the amount of FMLA leave an employee is entitled, the Company uses a rolling twelve (12) month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the Company will compute the amount of leave the employee has taken under this policy and subtract it from the twelve (12) weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

8. Any absence of three or more days for a reason covered under FMLA will normally be designated as FMLA Time, retroactive to the first day of the absence.

9. Where the need for FMLA leave is foreseeable, as for planned medical treatments, the Company should be notified thirty days in advance or as soon as the employee knows that he or she will miss work. Where the need for FMLA is unforeseeable, the Company should be notified as soon as practicable. Failure to comply with any of the notice or medical certification requirements of this policy may result in delay or forfeiture of FMLA rights

10. FMLA time off is unpaid.
 - i. Employees will be required to exhaust all applicable time-off benefits available while on FMLA leave.

 - ii. The use of paid time-off benefits while on FMLA leave does not extend the FMLA entitlement, but merely provides a way for the employee to receive pay while on FMLA covered leave when the employee has paid-time off benefits available.

- iii. An employee who is eligible for FMLA leave because of his/her own serious health condition may also be eligible for workers' compensation. Regardless, the Company may designate the absence as FMLA leave and count it against the employee's twelve (12) week FMLA entitlement if the injury or illness constitutes a serious health condition under the FMLA.
11. If a serious medical condition requires an employee to take FMLA Time intermittently or to work on a reduced schedule in order to care for him/herself, a family member or applicable next of kin, such leave may be requested. A Medical Certification form is required stating the necessity for this type of absence.
 12. Should an intermittent leave or reduced work schedule become necessary, the Company may require you to transfer temporarily to another job (with equivalent pay and benefits) or to a part-time position for the duration of the leave, which better accommodates this type of scheduling and the Company's operational needs.
 13. The Company, at its discretion, may require other medical opinions, as well as medical certifications prior to or during any absence. The Company may also require an employee undergo a fitness-for-duty examination prior to an employee's return from leave.
 14. Any employee covered by the Company insurance plans who is currently paying for any portion of insurance coverage must continue to make such insurance payments during any period of unpaid leave of absence; failure to make such payments may result in termination of the employee's insurance coverage.

1. In the event that the employee elects not to return to work upon completion of an approved FMLA leave, in some instances, the Company may recover from the employee the cost of any payments made by the Company to maintain the employee's health coverage.

v. Personal Time of Absence

In special cases where it becomes necessary for an employee to take a leave of absence that is not covered by FMLA, the employee may request a Personal Time of absence.

Personal Time of Absence Provisions

2. Request for Personal Time does not mean automatic approval.
3. Tree of Life Management will, in its sole discretion, determine whether or not to grant a Personal Time of absence.
4. If the leave is granted, the employee will be required to use all applicable paid time-off benefits during the requested period of leave.
5. Personal Time can be granted for no longer than 6 months.
6. See the [Person or Department] for the request form.

vi. Return to Work After FMLA and Personal Time

An employee taking covered leave under the FMLA or Personal Time Leave policy, will be returned to the same or equivalent position he or she held when the leave began with the equivalent employee benefits, pay, and conditions of employment. An employee who took leave based upon their own serious health condition or medical condition must provide certification from their health care provider that the employee is able to resume work. The Company may also ask an employee to undergo a fitness for duty examination prior to returning from a leave.

vii. Workers Compensation Leave of Absence

Workers' Compensation Insurance protects employees 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 and a death benefit. Any benefit received from Workers' Compensation Insurance is used as an offset to any benefit payable from the Company.

7. You must notify your supervisor and Operations Manager immediately if you are injured on the job, no matter how minor.
8. All workers' compensation leaves of absence that also qualify under the FMLA will count against the 12 week FMLA entitlement. Additional leave may be permitted for employees injured at work.

Only employees who have undergone the complete hiring process will be eligible for worker's compensation. Employees and seva workers will be allowed to work only after they have filled out all the intake forms through the finance / payroll department.

The finance department will initiate a worker's compensation claim form, which will be completed and submitted by the employee's treating health care practitioner, who will also supply to employee and management written instructions regarding employee's return to work status. Employees given light duty status will be assigned appropriate light duty work and will be expected to perform the work. When released by their health care practitioner to return to full duty, employees are expected to return to work immediately. All time loss payments required to be paid by the state compensation fund as a result of a workers' compensation claim will be paid directly to the employee by the fund. As a result, when TOL is presented with a valid time loss claim, it will, from the date the time loss starts, cease to pay the employee any wages; meals and housing, if any, will continue to be provided. Should this create a financial hardship on the employee, please speak to the Operations Manager.

Incident Reports

TOL requires that all community members and managers report job-related accidents or injuries to medical personnel immediately, whether the accident occurred on or off TOL premises. All witnesses and the injured party's manager are required to fill out the incident report form. The manager of customer services signs or oversees the incident report for any guest who is injured outside of the café, including spa and medical emergencies. The manager of the café signs or oversees the incident report for any guest who is injured at the café. Failure to report an injury, regardless of how minor, could result in later difficulty with insurance claims and worker's compensation claims. The department manager and the staff member initiate a worker's compensation claim form, which is completed and submitted by the treating health care practitioner, who also supplies employee and management written instructions regarding employee's return to work status.

B. Unpaid Military Leave of Absence

Employees who are members of any branch of the military (including Army, Navy, Marine Corps, Air Force, Coast Guard, Reserves, and the National Guard) or Ohio organized militia are entitled to unpaid military leave to fulfill their obligations to the nation and their state.

This benefit can be used for both active military service and to fulfill yearly training requirements. The Company prohibits discrimination or retaliation against service members.

Employees must provide the Company with 30 days notice of the employee's intent to use this benefit when possible. The Company may ask for a copy of the employee's service orders and military schedule as soon as possible after being made aware of the need for this benefit.

An employee taking this leave is entitled to be returned to the same or equivalent position he or she held when the leave began with the equivalent employee benefits, pay, and conditions of employment. The Company will make reasonable efforts to enable returning employees to refresh or upgrade their skills to help them qualify for reemployment at their same or equivalent position.

The Company may refuse to reemploy any service member who is not honorably discharged. Employees wishing to return after their military service must meet the following requirements:

1. For a leave of 31 days or less, report back to work on the next workday or shift they would normally be scheduled to work but for the military leave.
2. For a leave between 31 days and 180 days, provide the Company with actual notice of their intent to return within 14 days of discharge and actually return to work during the 14 days.

3. For a leave longer than 180 days, provide the Company with actual notice of their intent to return within 90 days after discharge and actually return to work during the 90 days.
4. Failure to return to work within the above timeframes is deemed voluntary termination of employment.

Employees who use this benefit are entitled to all non-seniority based benefits that are available to other employees who take non-military leaves of absence.

viii. Requesting a Leave of Absence

All requests for a Leave of Absence should be personally submitted in writing to Operations Manager. All Leave Request Forms are available at Finance office.

V. TIME OFF BENEFITS

In addition to the Leave of Absences permitted in this Employee Handbook, the following time off benefits are also provided to eligible employees of the Company.

ix. Absence Notification Policy

Failure to comply with the following notification requirements may subject an employee to disciplinary action up to and including termination.

- If it becomes necessary for an employee to miss work, they are required to notify their supervisor as soon as possible.
- When calling in, you must state why you are absent, what benefit you are using, and a phone number where you can be reached for questions regarding your job.
- Where the need for absence is foreseeable, as for planned medical treatments, the Company should be notified at least thirty days in advance or as soon as the employee knows that he or she will miss work.
- A "No Call No Show" is considered job abandonment. Absent unusual circumstances, the Company considers three (3) consecutive "No Call No Shows" to be voluntary resignation and will end all Company benefits as though the employee resigned on the third "No Call No Show" day.

Section 5.01 Paid Time Off & Sick Time Off

Paid Days Off (Vacation, Holiday, Personal Days, Sick Days)

Full-time employees are eligible for up to 10 paid days (80 paid hours) of earned Paid Time Off (PTO) per year, and part-time employees are eligible for up to 5 paid days (40 paid hours) of earned Paid Time Off (PTO) per year. PTO is earned on an accrual basis at the rate of 0.0513 per regular hour worked. PTO is accrued at the commencement of employment or July 1, 2017 whichever is later.

New employees will begin to accrue PTO commencing on their first day of employment and may begin to use their earned Paid Time Off (PTO) 90 calendar days after the start of employment. There are no increases in PTO for any employee other than what is stated here.

A request to use earned Paid Time Off (PTO) must be made in writing to the manager one month prior to the time needed and the PTO request must be approved by the general manager to be valid. Employees are responsible for ensuring their PTO request has been processed and approved using company forms and procedures to ensure there is not a disruption in pay.

Employees must use their accrued or earned PTO yearly. There is no financial compensation for unused days off. Employees who do not use their accrued PTO by December 31st of each year may carry over a maximum of 20 hours of earned PTO into the following year. Any hours of earned PTO that are carried over into the following year will be applied to the new year's PTO cap of 80 hours of earned paid time off for full-time employees, and 40 hours of paid time off for part-time employees. Example: A full-time employee that carries over 20 hours of earned PTO into the following year will stop accruing earned PTO when their earned PTO has reached the 80-hour PTO cap.

PTO may be used in hourly increments and up to a maximum of 5 consecutive days off at a time. Under unique circumstances, such as overseas family visits, a manager may approve a period of 10 consecutive days off. This may be approved only if it does not interfere with the smooth functioning of the department. PTO can be used for vacation, holiday, and personal reasons.

Time off without pay rarely occurs but if an employee has an unusual circumstance arise that requires more time off than has been accrued, a manager may approve the use of time off without pay. Employees may not borrow against future earnings of PTO.

Please refer to Section 5.06 for details outlining the requirements for receiving earned, unused PTO at the time of job separation.

Paid Sick Time Off (STO):

Employees are eligible for up to 5 paid days (40 paid hours) of Sick Time Off (STO) per year. Paid STO is earned on an accrual basis at the rate of one hour of paid STO for every 30 regular hours worked, up to a maximum accrual of 40 hours of earned paid STO per year.

Paid STO is accrued each pay period at the commencement of employment or July 1, 2017 whichever is later. New employees hired after July 1, 2017 may begin to use their earned paid STO 90 calendar days after the start of employment. Existing employees may begin to use their earned paid STO immediately. There are no increases in paid STO for any employee other than what is stated here.

When foreseeable, an employee must make a good faith effort to provide notice of the need to use earned paid STO in advance and should schedule the leave in a manner that does not unduly disrupt operations. A request to use foreseeable, earned paid Sick Time Off (STO) must be approved by the department and general manager. When possible, the request to use earned paid STO must include the expected duration of the absence.

When unforeseeable, an employee may request to use earned paid STO by phone, in writing, or by electronic means with their department manager. Upon return to work, employees are responsible for ensuring their approved STO request is processed using company forms and procedures to ensure there is not a disruption in pay.

Earned paid STO may be used in hourly increments or the smallest increment available based on the current payroll system in use to account for absences or use of other time.

Employees may use earned paid STO for themselves or for immediate family members in the following circumstances:

- Medical care or mental or physical illness, injury or other health condition
- A public health emergency declared by the governor
- Absence due to domestic violence, sexual violence, abuse, or stalking

When earned paid STO is used on three or more consecutive work days, the employee must provide reasonable documentation that the earned paid STO was used for purposes permitted by Arizona's earned paid sick time laws.

Reasonable documentation includes documentation signed by a health care professional indicating that the earned paid sick time is necessary. In the case of domestic violence, sexual violence, abuse or stalking, the following documents are considered reasonable:

- A police report
- A protective order, injunction against harassment, general court order, or other evidence from a court or prosecuting attorney
- A signed statement from a domestic violence or sexual violence program, or victim services organization affirming that the employee or employee's family member is receiving services related to domestic violence, sexual abuse, or stalking
- A signed statement from a witness advocate concerning services from a victim services organization affirming that the employee or employee's family member is receiving services related to domestic violence, sexual abuse, or stalking
- A signed statement from an attorney, member of the clergy, or a medical or other professional affirming that the employee or employee's family member is receiving services related to domestic violence, sexual abuse, or stalking
- An employee's legible, written statement concerning status of the employee or the employee's family member as a victim of domestic violence, sexual violence, abuse, or stalking that signals the employee's identity and (if applicable) relationship to the family member.

Employees who do not use all their accrued earned paid STO may carry over their unused earned STO into Year 2 and are entitled to accrue another 40 hours of earned paid STO for a maximum of 80 hours. If, at the end of Year 2, an employee has 80 hours of unused earned paid STO the employee may only carry forward 40 hours of earned paid STO into Year 3. However, an employee may only use 40 hours of earned paid STO in any given year. There is no financial compensation for unused earned STO.

Time off without pay rarely occurs but if an employee has an unusual circumstance arise that requires more time off than has been accrued, a manager may approve the use of time off without pay. Employees may not borrow against future earnings of STO.

There is no financial compensation provided for earned, unused Sick Time Off (STO) at the time of job separation.

Holidays:

The Tree of Life operates as a full-time rejuvenation center and spa. It is open during holiday times to meet client demand. Thus, TOL does not give time off for any national holidays. This is often a time of high Student (client) use. You may use a paid day off for a national holiday with permission from your manager. This can be scheduled a minimum of one month prior to the desired holiday.

Review Benefits Policies section for more details.

Section 5.02 Bereavement Leave

Excused Time off due to death of an immediate family member.

Compensation:

1. Bereavement Leave is paid for full time employees with at least three months continuous service.
2. For all other employees, Bereavement Leave is unpaid.

Special Provision: Bereavement days must be used in succession; one Bereavement day must include the day of funeral.

Bereavement Allowances: Bereavement days are limited to ten (10) days per year for full-time employees; five (5) days per year for part-time employees (except in the case of the death of a spouse, child, or domestic partner; then as stated below, a part-time employee may take up to ten (10) continuous Bereavement days).

1. In case of the death of a spouse, child, or domestic partner, a full-time employee may take up to ten (10) continuous Bereavement days.
2. In case of the death of parent or legal guardian, or sibling, an employee may take three (3) continuous Bereavement days.
3. In case of the death of a grandparent, spouse's parent or legal guardian, or domestic partner's child, parent, or legal guardian, an employee may take up to two (2) continuous Bereavement days.
4. In case of death of spouse's, or domestic partner's grandparent, or spouse's, or domestic partner's sibling, an employee may take up to one (1) Bereavement day.

If additional time off is necessary, it is recommended that employees utilize any other benefit time that they have remaining.

Section 5.03 Jury Duty Leave

Employees summoned for jury duty will be allowed the necessary time off from work to perform this civic responsibility. Employees must give 15 days advance notice in writing. TOL will pay such employees the difference between their regular salary and any jury duty fees received. Employees will be expected to report to work during all regular hours if their presence is not required in a jury room or court. TOL may require the employee to supply documentation from the court affirming the employee's jury duty service.

Section 5.04 Benefits

A. Product Discounts

Employees receive discounts on products sold through Dr. Cousen's Natural Shop, pharmacy and spa. The employee discounts are for personal use only! Employees, who make purchases for others, including friends, apprentices, and family, must pay list price. Employees who are found to abuse their discount will lose their employee discount privileges. The employee discount policy may be reviewed, altered, or discontinued at any time.

Full time employees, who have completed one year of service, earn a 50% discount on medical consultations. Please check with your manager prior to setting up your appointments to verify your eligibility. Seva and apprentice discounts are determined upon hiring and the manager or senior manager must authorize at the time of purchase. The validity of the discount must be presented before any purchase can be processed.

Full-Time Employee Benefit Table

<p style="text-align: center;">After 3 month probation:</p> <p style="text-align: center;">Store and Pharmacy: Cost plus 25%</p> <p style="text-align: center;">Spa Services: 25% off</p> <p style="text-align: center;">Family Meal Passes: 3 Meals monthly</p> <p style="text-align: center;">Emergency care, 50% off during doctor working hours and if schedule permits.</p>

<p style="text-align: center;">After 1 year:</p>

Spa Services: 50% off

Medical Care: 50% (no discount for Dr. Cousens)

On-site lab tests: 50% off

Workshops/Programs: 50% off

Priesthood Application Fee: 100% off

Educational programs including apprenticeships and master's program:

1. Employee must be employed by the Tree of Life for a minimum of two years prior to any discount.
2. The discount is equal to 50% off the tuition.
3. Once the discount is applied, the employee must remain employed by the Tree of Life throughout the duration of the education program.

B. Dr. Cousen's Natural Shop & Pharmacy

Employees must humbly give way to the needs of the Apprentices and Students (clients) of the Tree of Life. They must also be respectful to the sales people during times of heavy traffic. All community members must pay for purchases at the time of receipt of product; employee credit is not allowed. Credit given to an employee will result in disciplinary action toward purchaser and sales clerk. There will be no self-processing of dispensary or ALS purchases. This applies also to returns and refunds, as well as shipments from the Tree of Life. Anyone who violates this rule will be subject to disciplinary action.

C. Café Meals and Employee Name Passes

All permanent full time employees, sevas, and apprentices are allowed to receive meals seven days a week except when taking vacation or personal leave. Employees are asked to come to meals 30 minutes after they have been opened to TOL Students (clients) and to ALWAYS wait politely allowing "guests" to go first. All employees, seva workers, apprentices and guests must present their name pass in order to be allowed to eat at the café. Employees must wear name passes in all TOL areas where Apprentices and Student (clients) are present. These passes permit one to receive meals and go to yoga. Name Passes are provided by the front desk guest services. Meals will be available to the employee when the pass is worn in plain sight. Guest services will tend to lost passes and duplicate passes which are kept at the café. Managers are responsible for ensuring that their staff wears the passes as stated. Employees will receive a written warning if for not following this procedure.

D. Family Meal Passes

A meal pass is a gift to welcome family members or mates of employees visiting the Tree of Life. After 3 months of employment, permanent full-time employees are allowed 3 family meal passes monthly; permanent part-time (20 plus hours weekly) employees may have one family meal pass per month. These passes are provided to employees upon request and are assigned to a particular approved user. These passes are only good in the month of issue. Unused passes do not accumulate or carry over to following months. Meal passes are strictly for family and life partners! Friends of employees may enjoy a café meal by paying for it at the Oasis. Employees may purchase meal passes at the regular rate for friends. These passes are assigned to a particular person and they are not transferable. Employees may not purchase or use meal passes at any time for personal use. On the day a family meal pass is used, the employee may accompany the family visitor or friend in the use of hot tub, temple, labyrinth, pool, and walking trails. This use may take place during the employee's personal time only. TOL Students (clients) are given priority and respect during this visit. Employees must receive approval for a visitor to attend the Inipi or the women's circle. Employee visitors wishing to use the facility more extensively must purchase a student day pass.

E. Activities, Workshops, and Education Opportunities

Participation in spiritual and health awareness at TOL is strongly encouraged. Tree of Life activities which are free to community members include nightly meditation, spiritual events, monthly community meetings, daily Mishpacha, yoga, live food preparation classes, community supported talent shows, weekly Q & A, monthly Inipi (sweat lodge), full moon celebration, and other holy days. Community members are also encouraged to make a commitment to Spirit Dance and to the Essene Priesthood program. If you are unable to attend desired activities due to work priorities, please discuss your goals and options with your manager. Even though employees with one year of service can participate in workshops and retreats sponsored or presented by TOL at a 50% discount, this participation is allowed only with permission of direct manager and workshop teacher, and with the understanding that employees give priority to TOL Students (clients) during the workshop. Workshops are taken on employee time (paid time off or time off without pay.) Application fees for the Essene Priesthood Program are waived after one year, or may be given with permission from Rabbi Cousens as a spiritual gift; application fees for the MA program, Apprenticeships, and Spirit Dance are firm.

F. Daily Mishpacha Meetings

Mishpacha is a community / family gathering which we offer daily at the Tree of Life. It is facilitated by the spiritual teachers and is intended to bring open communication, introspection and community connection to the guests. Some topics of the Mishpacha include understanding the Six Foundations for Spiritual Life and recognizing and exploring spiritual dharma. All TOL Students, employees, and apprentices are welcome to Mishpacha as long as they respect the purpose of bringing guests and clients into the fold of the community.

Section 5.05 Absenteeism

Attendance, Punctuality, and availability for work:

Punctuality and regular attendance are important qualifications of every job. Consistent tardiness or excessive absences, affect ability to perform and place undue burden on co- workers. Therefore absences are permitted or excused under TOL holiday, vacation, sick or other leave policies only. You are responsible for being at work and arriving as scheduled. If you are going to be absent or late, call your manager as soon as possible. If you will be out for several days, you must check in with your manager daily.

Employees must be available for work during all normal business hours for which they could be scheduled. If, for any reason, there is a change in your work availability status and you cannot comply with your schedule you must notify your manager at least two weeks and preferably one month prior to the change. Doing so allows your manager to replace you or adapt to your absence without undue hardship on co-workers or operations. The Tree of Life does not schedule or approve more than 40 hours per week for any staff member.

Vacation Requests

All employees request vacation, holiday, or unpaid leave time off on the Tree of Life, "Bi- Weekly Time Record – All Personnel" form a minimum of one month in advance of the desired time off. Personal days off for a medical, dental, or business nature must be approved two weeks prior to the time desired. At the bottom of the form the employee signs and notes: "Permission requested for time off as noted above." Employees may take paid time off after it has accrued. Managers verify available time off with payroll before approving the request. While managers are exempt from processing their work hours on time sheets, they are still required to keep track of their vacation allotment and to give advance notice to all managers of time off.

Section 5.06 Job Separation

A. Job Commitment and Resigning

All employees are hired with a minimum two year commitment which includes the three month review. The incumbent may have a volunteer trial period the length as determined by the manager. This period is without pay and is not part of the one-year commitment. The pay period begins once the salary is agreed and hours are recorded. The manager sets the minimum seva for each situation and puts this agreement on the Seva and the Employment (Spirit of Service) Commitment. If the employee breaks the commitment after the three-month review period, it is considered job abandonment. All references will state this fact. TOL does not have tenure, guaranteed employment, or severance pay.

An employee who leaves the job with less than 6 months of employment earns no paid days off. After 9 months of employment, with proper notice (4 weeks), and termination with good standing, a former employee may receive earned unused vacation pay. After one year of employment, with proper notice (4 weeks), and termination in good standing, former employees receive earned unused vacation and may request a written reference letter from their manager and signed by Dr. Cousens which reflects their good standing.

Upon giving notice, employees are restricted in their purchase of discounted products. Both the employee's manager and the finance manager must approve and sign the order for any purchases made by a resigning employee. These purchases must be limited to a one month personal supply of product.

TOL requires that employees return all documents, files, computer equipment, uniforms, TOL tools, business credit cards, and other TOL-owned property on or before the week of work. Managers keep a list of such items in the employee file and return the employees allotted keys to the front desk. When all TOL owned property has been collected, the manager authorizes payroll to release the final paycheck. This check will only be released with the direct manager's authorization. Employees who do not turn in TOL keys will be charged for the key, the company-wide key replacement, and locksmith service to replace locks. This is deducted from the last paycheck and a copy of the invoice is sent with the paycheck. This applies to any TOL property in the employee's care / possession which has not been returned. This process may result in a hold on pay until the expenses are processed.

B. Verbal and Written Warnings

A community member will be given direct feedback when there is a problem with performance or when out of alignment with the dharma or the agreements set forth in this handbook / commitment. This warning, based on the severity of the problem, may be verbal, written, or immediate dismissal. All written and verbal warnings are reviewed by the Operations Manager as well as the acting manager. Any community member receiving a written warning will be on probation for a period determined by the managers. Probation means that the employee may be released from their position immediately as behavior or performance warrants such action.

<input type="checkbox"/>		
Employee Information		
Name:		
Date of Birth:	SSN:	DLN:
Current Address:		
City:	State:	ZIP:

Permanent Address:				
City:		State:		ZIP:
Date:		Phone:		E-mail:
Employment Information				
Start Date:		Exempt / Non-Exempt		Supervisory / Non-Supervisory
Start Position:		Start Salary (Monthly/Hourly):		Supervisor:
Current Position:		Current Pay (Monthly/Hourly):		Supervisor:
Seva Trial Period:		Employee Yearly Review Date:		
Emergency Contact				
Name of a relative not residing with you:				
Address:				
City:		State:	ZIP:	Phone:
Relationship:				
Spouse/Partner Information				
Name:				
Date of Birth:		Phone:		
Current Employer:				
Children				
Name:			Date of Birth:	

Seva Information

Name:

Date of Birth:	SSN:	DLN:
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Permanent Address:

City:	State:	ZIP:
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Current Address:

City:	State:	ZIP:
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Phone:	Cell Phone:	
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Seva Information

Start Date:	Start Position:	Supervisor:
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Scheduled Hours:	Scheduled Days:	Expected Duration:
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Compensation / Exchange

Description of Exchange (include expectations, privileges, and compensation)

Emergency Contact

Name of a relative not residing with you:	Relationship
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Address:

City:	State:	ZIP:	Phone:
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Spirit of Service Employee Commitment

I, _____, agree to share my energy as an employee in the Spirit of Service in alignment with the Tree of Life Mission, the Tree of Life Dharma, and the Six Foundations for Spiritual Life for a minimum of one year.

_____ I understand that TOL follows AZ state law which says that employment is at will and may be terminated for any reason at any time.

_____ At the end of the seva trial of one week to one month as determined by my department manager, I may be invited to make a two year commitment.

_____ I know that my first three months at the Tree I am on review.

_____ During my three month training / review period, I will be eligible for the following benefits as an employee: scheduled meals at the Tree of Life Café, access to evening programs and yoga as stated in this manual; I will have access to TOL property and services, (with deference to guests and paying TOL Students as appropriate).

_____ After my three month training / review period, I will be eligible for the following benefits as an employee: family meal passes, discounts in the Shop and Spa and other benefits as listed in the handbook.

_____ I understand that the meal passes are a gift for family members or spouse/mate only. Meal passes are available after 3 months of employment. I am allowed 3 family meal passes monthly for full time service. Friends are not eligible to use the passes. The passes reset each month (are not cumulative). Passes are not transferable.

_____ I am required to wait 6 months to be eligible for paid time off. If I am absent in the first 6 months it will be approved by my manager and will be without pay.

_____ I agree to serve in my assigned position for 8 hours a day 5 days a week or on a set schedule as determined by my manager; I understand that my position job description includes other tasks set by the job and by my manager.

_____ I understand that I must notify my manager in writing of dates of desired paid time off with a one month advance notice; I understand that I must take paid time off in a one-week (five paid days) maximum time span.

_____ I understand that TOL does not provide specified national holidays off (Hanukkah, Thanksgiving, Christmas, etc.) I may arrange with my manager to have a specific holiday off a minimum of one month prior to the requested day off.

_____ I understand that I will not be reimbursed for expenses over \$50 unless approved in advance by TOL.

_____ I am responsible for TOL property in my possession. I will be required to pay for damages and loss of vehicles, cell phones, and other items as noted in this handbook.

_____ I know that I will be charged a replacement fee for lost keys which include the charges for a professional locksmith to exchange the locks. The cost of key replacement is much higher than the cost of one key.

_____ I understand that such spaces as the Unity Room, the Dharma Center, and the Temple are for group use only and that I may use these rooms during scheduled activity or I may acquire permission to conduct a community activity in these rooms by following the procedures in this handbook.

_____ I agree to uphold the Tree of Life Dharma. These values are rigorously held on and off Tree of Life property. I am aware that this includes a strict vegan, 80% live food, and drug free life. This also includes a no gossiping policy. I understand that all edibles on all Tree of Life property must reflect a strict vegan, organic, raw food ethic.

_____ I will not fast or partake in a fasting cleanse on the job without TOL doctor approval.

_____ I understand, have thoroughly read, and agree to follow the drug, alcohol and harmful substances policies.

_____ I understand that work problems are taken directly to the manager. I may also document the problem in writing to be offered at the management meeting. The final decision is made at the meeting which may be monitored by Gabriel Cousens.

_____ I will not approach Dr. Cousens directly with work-related problems unless he is my direct manager. I may approach Dr. Cousens during satsang or after temple for spiritual questions.

_____ I understand that I agree to adhere to the Tree of Life Dharma and Employee Handbook Guidelines and to perform actions that are acceptable in this community. I am aware that, once my three month review period is over, I will receive two warnings before being asked to leave. I understand that I can be immediately dismissed for a severe problem or chronic disregard of management requests.

_____ I hereby certify that I have completely read and fully understand the contents of the Employee Handbook.

_____ I acknowledge that TOL reserves the right to modify or amend its policies at any time, without prior notice. These policies do not create any promises or contractual obligations between TOL and its employees. It is my responsibility to check the handbook periodically and keep aware of changes. I have read and understand the contents of this agreement and agree to the provisions herein.

_____ I also acknowledge that a manager has reviewed and discussed the policies contained in this handbook. I agree to abide by the policies set forth in this handbook, and I understand that compliance is necessary for continued employment. My signature below certifies my knowledge, acceptance and adherence to policies, rules, and regulations.

Employee signature Date

Manager signature: Date:

Spirit of Service Seva Commitment

I, _____, agree to share my energy as a volunteer within the Spirit of Service in alignment with the Tree of Life Mission, the Tree of Life Dharma, and the Six Foundations for Spiritual Life.

_____ I understand that this voluntary position may be terminated for any reason at any time and that I am on probation for my first month. At the end of the first week of satisfactory service, my manager will invite me to continue service for the agreed time. When my time is completed I will receive a letter of appreciation written by my manager and signed by Gabriel Cousens.

_____ I receive scheduled meals at the Tree of Life Café, access to evening programs and yoga as stated in this manual, access to TOL property and services with deference to guests and TOL students as appropriate.

_____ If my seva commitment is over 30 days, I will receive discounts in the Shop and Sp

_____ I agree to serve in my assigned position for 8 hours a day 5 days a week or on a schedule set by my manager; I understand that the position may include additional tasks set by the job and by my manager.

_____ I understand that TOL does not provide specified national holidays off (Hanukkah, Thanksgiving, Christmas, etc.)

_____ I agree to uphold the Tree of Life Dharma. These values are rigorously held on and off Tree of Life property. I am aware that this includes a strict vegan, 80% live food, and drug free life. This also includes a no gossiping policy.

_____ I understand that all edibles on all Tree of Life property must reflect a strict vegan, organic, raw food ethic.

_____ I will not fast or partake in a fasting cleanse on the job without TOL doctor approval.

_____ I understand and have thoroughly read the drug, alcohol and harmful substances policies in this handbook. I understand that all people living on Tree of Life property must adhere to complete abstinence from drugs, alcohol and harmful substances while in service. TOL has a zero tolerance policy and I understand that I will be asked to leave immediately if I do not comply.

_____ I understand that as a dorm resident I must participate in weekly chores and attend weekly dorm meetings.

_____ I understand that work problems must be taken directly to my manager. I may also document the problem in writing to be offered at the management meeting. The final decision is made at the meeting, which may be monitored by Gabriel Cousens.

_____ I will not approach Dr. Cousens directly with work-related problems. I may approach Dr. Cousens during satsang or after temple for spiritual questions.

_____ I understand that I agree to adhere to the Tree of Life Dharma and Employee Handbook Guidelines and to perform actions that are acceptable in this community. I understand that I can be immediately dismissed for a severe problem or chronic disregard of management requests.

_____ I understand that the meal passes are a gift for family members or spouse/mate. Meal passes are available after 3 months of service for a seva with a one-year or more commitment. I am allowed 3 family meal passes monthly for full time service. Friends are not eligible to use the passes. The 3 passes reset each month (are not cumulative).

_____ I am responsible for TOL property in my possession. I will be required to pay for damages and loss of vehicles, cell phones, and other items as noted in this handbook.

_____ I understand that such spaces as the Unity Room, the Dharma Center, and the Temple are for group use only and that I may use these rooms during scheduled activity or I may acquire permission to conduct a community activity in these rooms by following the procedures in this handbook.

_____ I know that I will be charged a replacement fee for lost keys which include the charges for a professional locksmith to exchange the locks. This cost is a great deal higher than the cost of one key.

Employee Handbook

_____ I acknowledge that TOL reserves the right to modify or amend its policies at any time, without prior notice. These policies do not create any promises or contractual obligations between TOL and its volunteers. It is my responsibility to check the handbook periodically and keep aware of changes. I have read and understand the contents of this agreement and agree to the provisions herein. When a change in policy/procedure is made, the revision date will change.

_____ I also acknowledge that I have been given the opportunity to discuss any policies contained in this handbook with a manager. I agree to abide by the policies set forth in this handbook, and I understand that compliance is necessary for continued employment. My signature below certifies my knowledge, acceptance and adherence to policies, rules, and regulations.

Seva Volunteer signature Date

Manager signature: Date: