

San Diego Chapter Sick Leave Plan (Approved by IPSSA, Inc.)

Chapter Role

Sick Route plans are operated by Chapters in conformance with these IPSSA Sick Route Rules. An IPSSA Chapter may not conduct any sick route or similar program that is not in compliance with these Rules.

Chapter Can Add Policies to IPSSA Inc. Rules

Chapters may enact Sick Route policies in addition to these Rules, but said policies shall be effective only with the prior approval of IPSSA. The purpose of this requirement is to protect IPSSA from lawsuits and governmental action against all of IPSSA for errors or oversights of Chapter Sick Route plans.

Chapters shall notify IPSSA of any new or amended Chapter Sick Route policies, and submit complete copies of the proposed additions or changes. IPSSA's Sick Route Committee will, in turn, review the proposed changes or additions within thirty (30) calendar days of actual receipt of the complete copy of the proposed additions or changes. IPSSA'S BORD shall approve the additions or changes to the extent that they are not inconsistent with these Sick Route Rules, and that they do not pose a material threat to the interests of IPSSA or its members. Any Chapter policy that is not approved by IPSSA is void and in violation of these Sick Route Rules.

Chapters are required to operate and administer the Sick Route program in a fair and reasonable way. Chapters shall apply all rules and requirements uniformly to all IPSSA members within any given category of membership. Chapters shall not discriminate against any member, competitor, consumer or supplier based on legally prohibited criteria, such as race, ethnicity, religion, gender, etc.

Chapters shall report any suggestions, problems, substantial complaints, threats of litigation, irregularities, failures or other concerns to the Regional Director as soon as possible after receiving the same. The Regional Director will report to the IPSSA Executive Office and Sick Route Committee.

Charges for Sick Route Coverage

A servicing member may not charge the sick member or a sick member's customer for sick route services. The reason for this provision is that IPSSA is not a commercial business or insurance company. Its reason for existence is to provide mutual professional benefit and growth of its members, and to improve the pool and spa service industry. Entry into this program as a commercial enterprise is beyond IPSSAS nonprofit purposes, and could trigger employment related and antitrust complaints, among other things.

**IPSSA – SAN DIEGO CHAPTER
SICK LEAVE COVERAGE PLAN (DRAFT)
INTRODUCTION**

In order to make this plan function as outlined, smoothly, efficiently and without problems it is essential to establish and maintain good communications with all parties involved. Communications goes both ways between senders and receivers. Active communication between the Sick Member, the Sick Leave Committee, the Servicing Members and the Customers being served is vital to the success of the Plan.

When breakdowns occur problems will develop that may be harmful to the Association, Members and Customers. They may lead to loss of accounts, hard feelings, misunderstandings, strained relationships and possibly fines, suspensions and even expulsions. Remember it is always an honor to help someone out in a time of need and to preserve another person's business. This is the essence of IPSSA and what makes it such a great Association.

Throughout the years this process has been very successful in accomplishing this goal. Many individuals have participated in the implementation of the Plan. We have learned a lot and have made a number of changes so that it is even more effective in fulfilling and improving the Plan. Please take the time to read this Revised Plan, particularly before receiving an assignment, so that you are fully aware and understand your obligations in whatever role you happen to find yourself.

All members are required to support the plan. Any Sick Member that wants to administer his own Sick Leave Plan by recruiting and assigning Chapter Members to do his pools is free to do so. Servicing Members under this arrangement will not earn any Sick Leave points. Any non-IPSSA members hired to do any service or repairs must be covered by liability insurance.

IPSSA – CODE OF ETHICS

As a member of the Independent Pool and Spa Service Association, Inc., I will utilize my professional knowledge and skilled practical workmanship in providing quality customer service. To that end, it will be my responsibility to keep informed of developments in the pool and spa industry including new techniques and product applications.

My second obligation will be to IPSSA members by giving them any professional assistance they need including sick route coverage. In this endeavor, I shall respect their clientele and not encroach upon their routes.

My final responsibility will be to my community and its citizens. I will strive to communicate the necessity for pool safety and other issues of importance to pool and spa owners.

In these ways, I will promote the ideals and objectives of the Independent Pool and Spa Association, Inc.

SAN DIEGO CHAPTER SICK LEAVE COVERAGE PLAN

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IPSSA – SAN DIEGO CHAPTER
SICK LEAVE COVERAGE PLAN
ATTENTION

BEFORE SERVICING POOL PLEASE READ THESE INSTRUCTIONS

1. LEAVE DOOR HANGER ON FIRST VISIT

Note your Name, phone number and day you will be servicing the pool.

2. CHECK OUT POOL FIRST TRIP

- A) CIRCULATION
- B) ALGAE PROBLEMS
- C) CONDITIONER LEVEL
- D) REPORT ANY PROBLEMS IMMEDIATELY TO SICK LEAVE COMMITTEE AND THE SICK MEMBER
- E) AFTER FIRST CALL, ANY COMPLAINTS ON CONDITION OF POOL AND EQUIPMENT NOT REPORTED WILL BE THE RESPONSIBILITY OF THE SERVICING MEMBER.

3. WRITE ON BACK OF YELLOW CARD

- A) PRINT YOUR NAME AND PHONE NUMBER
- B) DATE/DAY POOL SERVICED
- C) SERVICE PERFORMED
- D) CHEMICALS ADDED
- E) NOTES ON CONDITION OF POOL
- F) INDICATE IF YOU WANT REIMBURSEMENT FOR CHEMICAL COSTS.

Note: Failure to complete card will result in a \$100 fine.

4. DO NOT SOLICIT SICK MEMBER'S POOL

Do not leave calling cards or complain to customer on the condition of the pool was left by the Sick Member. Under no circumstances take over the service. Simply refuse and explain that it would be unethical and against our rules to do so.

5. RETURN YELLOW CARDS AND KEYS TO SICK LEAVE COMMITTEE

The Sick Leave Committee will advise you when your service is completed. Promptly, within five (5) working days, return the completed Yellow Card and keys to the Sick Leave Committee. Failure to return these items within the five-day limit will result in a \$100 fine.

6. REVIEW THE SICK LEAVE COVERAGE PLAN

Make sure you know the rules, your responsibilities and consequences for any violations. The Board may fine you for any violations of Sick Leave Coverage Plan Rules

IPSSA – SAN DIEGO CHAPTER SICK LEAVE COVERAGE PLAN

ARTICLE I IPSSA COVERAGE

Section 1.1 Coverage

IPSSA will cover all pools serviced by Chapter Members within the defined Chapter Zip Code Boundaries. Ideally, IPSSA will cover as many pools for a Sick Member as there are active members in the Chapter so that each active member will be assigned only one pool. If multiple members require Sick Leave coverage at the same time some members may have to be assigned more than one pool.

Section 1.2 New Members

New members will not be covered for pre-existing conditions or elective surgery for the first six months of membership in IPSSA, but will be covered for any accident/injury or hospitalization that occurs while an IPSSA member.

Section 1.3 Requirements

IPSSA or Servicing Members will not be required to cover any one pool more than twice a week. Coverage for certain commercial pools, requiring more service, must be negotiated between the Sick Member, the Sick Leave Committee and the Servicing Member.

Section 1.4 Responsibilities

IPSSA is not liable or responsible for the quality of the Servicing Member's work, customer complaints, loss of customers, or any related matter, other than to hear the matter before the Chapter Board, which could result in The Servicing Member being suspended or expelled from IPSSA.

Section 1.5 Definitions of "Sick"

Active member is unable to perform regular Pool Service due to physical disability, injury or Doctor's advice. Coverage is not just for emergencies. Sick Route coverage is available for injuries and/or illnesses preventing work for more than ten (10) consecutive week days. It is recommended that elective surgeries, whenever possible, be scheduled in the "off" season, Fall and Winter when there is less pool activity.

ARTICLE II SICK LEAVE PARTICIPATION

Section 2.1 Participation

Participation in the Sick Leave Plan is mandatory for all active members. There are no exceptions and no one is exempt or excluded (except Honorary Members). Service for the assigned pool is your ultimate responsibility.

Section 2.2 Answering Machines/Voice Mail

Answering Machines/Voice Mail must be in good working order and should identify the Member and/or Company when called. Avoid the computerized response, "Please leave a Message."

ARTICLE III BLUE CARDS/YELLOW CARDS

Section 3.1 Blue Card Requirements

All active members will be required to have a complete and legible Blue Card on file with the Sick Leave Committee. Blue Cards are issued with each Newsletter and are available for download from the Chapter website www.ipssasandiego.com

Section 3.2 Yellow Card Requirements

All pools to be covered under the Sick Leave Plan must have the latest or current version of the Yellow Card that shows the weekly servicing information on the back. When a new version of the Yellow Card is adopted all Members are obligated to complete new Yellow Cards for their pools. Yellow Cards are available from the Sick Leave Committee.

Section 3.3 Blue Card Submission Requirements

Blue Cards will be updated two times each year. Blue Cards can be submitted to the Chapter P.O. Box, handed to the Chapter Secretary or filled and submitted online.

1. Each April, by the date of the April General Membership Meeting.
2. Each October, by the date of the October Mandatory Membership Meeting.

Section 3.4 Fines

If a Blue Card is received illegible, incomplete and/or not completed online, received or postmarked by the deadline there will be a \$50.00 Fine. After 30 days, an additional \$100.00 Fine. After 60 days, the Member will be subject to suspension.

Section 3.5 Keep Yellow Cards Current

Yellow cards for each card serviced must be kept up to date by Members at all times and be readily available for the Sick Leave Committee to issue to Servicing Members given pool assignments. Service cannot commence until a complete set of Yellow Cards is provided to the Sick Leave Committee. When the backside of the Yellow Card is filled, the Member the Member should complete a new Yellow Card. Be sure to note the correct Zip Code on the Yellow Card, as this is the key item that the Sick Leave Committee uses to make pool assignments.

Section 3.6 Keys and Combinations

Keys and Combinations to pool gate locks and equipment rooms must be properly identified and readily available for issuance to Servicing Members. If keys are not properly identified delays in coverage may result.

ARTICLE IV BOUNDARIES

Section 4.1 Areas Covered

The areas covered by the Sick Leave Plan are the Zip Codes on the current Chapter Blue Card. The only exception is to this coverage area are remote portions of some outlying Zip Codes that will be determined by the Sick Leave Committee on a case-by-case basis.

Section 4.2 Considerations

The Sick Leave Committee will consider both point totals and location of the Servicing Member's Pool Route, not the Member's residence, when determining Pool Assignments.

ARTICLE V QUALIFICATIONS FOR COVERAGE

Section 5.1 Qualifications

To be covered, a Member must meet the following qualifications:

- 1) Be a paid-up Member in good standing.
- 2) Member pools to be covered must be in the area covered by the Sick Leave Coverage Plan.
- 3) Each pool to be covered must have an up-to-date Yellow Card.
- 4) The Member must have an up-to-date Blue Card on file with the Sick Leave Committee prior to the sickness or accident. An inaccurate, illegible or missing Blue Card may delay coverage and/or result in coverage limitations.
- 5) The Member must furnish all necessary medical information to the Chapter Board/Sick Leave Committee.
- 6) Only pools within the Zip Codes on the Sick Member's Blue Card will be covered.

Section 5.2 Spouses

A spouse must be a Member before she/he is eligible to be covered by the Sick Leave Plan.

Section 5.3 Employees

Employees are not covered by the Sick Leave Plan until they are full Members.

Section 5.4 Active Military Duty

Any Member who is called to Active Military Duty will have his/her route covered and will be exempt from paying dues for a period of three (3) months. A review by the Chapter Board will then determine other options available.

Section 5.5 Coverage Timing

A qualified Member will have his/her route covered within a five (5) working days waiting period and a possible additional five (5) working days to assign pools.

Section 5.6 Pregnancy Coverage

The Chapter Board will determine the duration of coverage due to pregnancy.

**ARTICLE VI
EXCLUSIONS**

Section 6.1 Coverage Exclusions

The Sick Leave Plan shall not cover sickness or accident caused or contributed by the following:

The Member sustains an injury while employed in another capacity, either full or part-time, in addition to his/her pool service business.

Section 6.2 Employee Member and Sub-Contracted Pools

IPSSA will not cover Employee Member or Sub-Contracted pools under this Plan. Each pool covered under the Sick Leave Plan must be from the Sick Member's personal service route. Any exception or adjustments to this policy for particular pools due to circumstances and situations must be discussed and approved by the Sick Leave Committee. Whenever possible, Employee Members should service as many pools as possible to minimize the total number of pools assigned to IPSSA Members.

**ARTICLE VII
COVERAGE TIME PERIOD/TERMINATION**

Section 7.1 Coverage Time Period

A Qualified Member will have his/her route covered for a four (4) week period.

Section 7.2 Coverage Extension

The Chapter Board, at its discretion can extend this four (4) week period.

Section 7.3 Coverage Termination

If in the Chapter Board's opinion, the Sick Member's coverage should be TERMINATED, the final determination will be voted on at the next General Membership Meeting. If coverage is to be terminated the Sick Member will be given written notice.

Section 7.4 Death of a Member

In the event of a member's death, the chapter will provide Sick Route coverage of the deceased member's route for a period of three months. An extension can be approved by the chapter board. IPSSA will not be involved in or responsible for the sale or transfer of ownership of any accounts of the surviving spouse.

**ARTICLE VIII
POOL ASSIGNMENTS**

Section 8.1 Acceptance of Assignment

Any Member contacted with a pool assignment MUST ACCEPT IT! (See Article II) The Sick Leave Committee will advise the Servicing member where to pick up the Yellow Card for the assigned pool. This card must be picked up within five (5) business days or the Servicing Member is subject to a \$100 fine.

Section 8.2 Problems with Pool Assignments

A Member may be subject to disciplinary action by the Chapter Board up to and including suspension or expulsion from IPSSA for refusing to service a Sick Member's pool or if a complaint is received pertaining to the service.

Section 8.3 Return Calls within two (2) Business Days

A Member receiving a message on his/her answering machine or voice mail pertaining to a pool assignment must return the call within two (2) business days.

Section 8.4 Accepting Assignments Courteously

When accepting an assignment Members must be polite and courteous and record the necessary information. Remember the Sick Leave Committee will have numerous calls to make and other problems to deal with. Members should avail themselves to accommodate the Sick Leave Committee request.

Section 8.5 First Week Service Requirement

- 1.) The Servicing Member must service the pool the first week of the assignment, **REGARDLESS OF THE WEATHER.**
- 2.) It is essential for Servicing Members to establish contact and communication with customers on their first visit. The customer needs to know who is servicing their pool and must be able to contact them if there are questions or problems.

Section 8.6 Members Responsible for Covering Pool Assigned

If for some extraordinary reason the Servicing Member feels he/she cannot service the assigned pool, the Member must call the Sick Leave Committee to discuss the matter. Servicing Members, however, must realize they are responsible for covering the pools(s) originally assigned if the Sick Leave Committee cannot make any other arrangements.

Section 8.7 Sick Leave Assignments Are Final

All Members being assigned pools must accept the Sick Leave Committees decision regarding pool assignments as **FINAL.** Arguments or disregard of the Sick Leave Committee assignments are grounds for disciplinary action by the Chapter Board

Section 8.8 Vacation Notice Required

All Members are required to notify the Sick Leave Committee at least one week prior to leaving for vacation.

Section 8.9 Service Points

Servicing Members will earn **ONE POINT** for every **SERVICE CALL** made on a Sick Member's pool. At the discretion of the Sick Leave Committee more than one point per service call may be earned for some pools. The Sick Leave Committee will keep a record of accumulated points and will provide periodic reports on point totals and will be posted online. All things being equal, pool assignments will be made to those Members having the lowest total points.

ARTICLE IX **SERVICING OBLIGATIONS**

Section 9.1 Servicing in a Professional Manner

After a pool assignment, the Chapter assumes that it is being serviced in a regular and professional manner. If there is a problem, the Servicing Member must advise the Sick Leave Committee.

Section 9.2 Servicing by Member Employees

Employee Members may service Sick Leave Pools assigned to their Employer Member. Employee Members assigned to service Sick Leave Pools must be trained and qualified to perform pool service. They must be advised of the Sick Leave Plan rules and Member responsibilities. The Member assigned to do the pool is ultimately responsible for the service performed.

Section 9.3 Leaving Door Hangers

The Servicing Member must leave an **IPSSA DOOR HANGER** on the first service visit. Their name and phone number must be included so that the resident or manager will have a way to contact someone if there are any problems or questions.

Section 9.4 Copies of Yellow Cards

At the conclusion of Sick Leave Coverage, Servicing Members should always make a copy of the front and back of the completed Yellow Card for their own personal record of the service performed and chemicals added before turning it back into the Sick Leave Committee.

Section 9.5 Servicing Member Limitations

The Servicing Member's obligations under the Sick Leave Plan shall be limited to:

- 1) Cleaning the pool. This may include the following: Scrubbing the tile; skimming the surface; vacuuming; brushing the walls.
- 2) Adding chemicals.
- 3) Backwashing the filter.
- 4) Emptying the baskets.

Section 9.6 Servicing Time Limits per Service Visit

The Servicing Member will not be required to spend more than one (1) hour at any pool being serviced for a Sick Member.

Section 9.7 Changing Day of Service

The Servicing Member has the right to change the day of service, provided either orally or in writing the customer is advised of the day the pool will be serviced.

Section 9.8 Completing the Back of the Yellow Card

The Servicing Member must completely fill out the back of the Yellow Card to include their Name and Phone Number, the dates and service rendered so that the Sick Member will have an accurate record of the service performed. Failure to do so will result in a \$100 fine. Not returning the Yellow Card to the Sick Leave Committee within five (5) working days after the Sick Member returns to work will be a \$100 fine. If a Yellow Card is received illegible there will be a \$100.00 Fine.

Section 9.9 Taking Care of the Pool

The Servicing Member should take care of the Sick Member's pool as if it was his own pool. Servicing Members may be assigned pools they would not care to service but they should remember that it represents income for the Sick Member and that it is only a temporary assignment.

Section 9.10 No Soliciting of Account Permitted

It is absolutely forbidden for a Servicing Member to solicit any account assigned under the Sick Leave Plan. If approached by the Sick Member's account to take over service, the Servicing Member should simply refuse and politely explain that it would be a violation of our rules and it would also be unethical to do so.

ARTICLE X PROBLEMS WITH SICK LEAVE POOLS

Section 10.1 Algae Problems

Algae problems encountered on the first visit must be treated aggressively and immediately by the Servicing Member. The condition of the pool must be reported to the Sick Leave Committee and on the Yellow Card.

Section 10.2 Extra Chemical Costs

All extra chemicals used to treat algae will be billed, at wholesale cost, to the Sick Member.

Section 10.3 Sick Member Must Respond

If the Sick Member is available and able to respond to reported problems requiring repairs, the needed repairs must be authorized and arrangements made in a timely manner. If the Sick Member is not available, the Sick Leave Committee will contact the customer to get authorization for the repair and will make appropriate arrangements.

Section 10.4 Unresolved Problems

Any problems not resolved after a second notice, the pool/spa will be disqualified from further Sick Leave Coverage Service by IPSSA. The Sick Leave Committee will return the Yellow Card to the Sick Member and the Sick Member will have to make other arrangements to have the pool/spa serviced.

Section 10.5 Sick Leave Report

Sick Members will receive a report from the Sick Leave Committee on all problems and problem pools.

**ARTICLE XI
CHEMICAL COSTS AND PAYMENTS**

Section 11.1 Reimbursement of Expenses

The servicing member may, in his or her discretion, charge the sick member the wholesale cost of chemicals used. The servicing member must keep written records of the quantity and type of chemicals used for the purpose of reimbursement.

Section 11.2 Invoicing for Repairs, Chemicals and Extras

The Servicing Member is obligated to invoice the Sick Member for any extra services, repairs agreed upon and/or chemicals in Section 11.1 within 30 days from the end of Sick Leave Coverage. The Sick Member is responsible for paying the Servicing Member within 30 days of receipt of the Servicing Member's Invoice.

Section 11.3 Excessive Amounts of Chemicals

Servicing Members are not required to add excessive amounts of chemicals. If the pool needs excessive amounts the Servicing Member must call the Sick Member or the Sick Leave Chairman and resolve the problem.

**ARTICLE XII
SICK MEMBER OBLIGATIONS**

Section 12.1 Physician's Written Statement Required

The Sick Member must have a written statement from a Physician prior to the beginning of coverage. Prior to each additional 4-week coverage period, the Sick Member must provide an updated Physician's note before receiving additional coverage.

Section 12.2 Sick Member Must Be Available To Assist The Sick Leave Chairmen

If physically able, the Sick Member must attend the logistical distribution meeting with the Sick Leave Chairmen to assist in assigning the Yellow cards to the Servicing Members and contacting assigned Servicing Members. The Sick Member must be available for phone calls from those Servicing Members or the Sick Leave Chairmen in order to resolve any problems that may occur. If the Sick Member cannot be available in this manner, all calls will be directed to the Sick Leave Chairmen.

Section 12.3 Must Inform Your Customers

Sick Members, emergencies excepted, are obligated to inform their customers before they go out on Sick Leave that their pools will be covered for a specific period of time by a professional IPSSA Member.

Section 12.4 Cannot Accept Any New Business

Sick Members are not permitted to accept any new business while receiving Sick Leave Coverage.

Section 12.5 Cannot do any Work

Sick Members are not permitted to perform any kind of pool service or repair work while receiving Sick Leave Coverage

Section 12.6 A Physician's Release is Required

A Physician's release is required before a Sick Member is allowed to return to work.

Section 12.7 General Meeting Attendance

Sick Members, if physically able, are required to attend all General Meetings during sick leave coverage. This will allow them to give personal reports to Servicing Members of their recovery progress and will enable Servicing Members to inform them of situations on particular accounts and resolve problems.

Section 12.8 General Meeting Excuse Procedure

Sick Members may request to be excused from attending any General Meetings by calling the President prior to the Meeting.

Section 12.9 Meeting Attendance after Sick Leave

Sick Members are required to attend the first General Meeting after returning to work.

ARTICLE XIII

VIOLATIONS OF SICK LEAVE PLAN RULES

Section 13.1 Disciplinary Action

Any violations of these rules by any Member can result in disciplinary action by the Chapter Board including a reprimand, fine suspension or expulsion from IPSSA.

Section 13.2 Disputes/Grievances

Any disputes and/or misunderstandings can trigger a Chapter Board hearing, where the Board can use its discretion on fines, suspension, or expulsion. Any action that the Board takes can be appealed to the Region 7 Board under IPSSA Bylaws.