



## ASSOCIATION POLICIES

### TPG Membership Dues:

Membership Dues of \$375 per physical location plus \$200 for each additional physical location (maximum of 3\* physical locations) must be received from each TPG Member annually to maintain membership benefits and to attend the Annual Conference. A credit card convenience fee will be applied to all who pay by credit card.

### ETHICS STATEMENT

The TPG Ethics Statement will be included on all membership applications and resent during each renewal cycle. The statement will be adjusted with the changes being made in the industry. The Statement reads: *Members will operate in an ethical manner and use reasonable efforts to be fiscally responsible when managing client data, client bank accounts and funds. Members will be in compliance with applicable legal requirements for the payroll industry while extending professional courtesy to clients and fellow TPG members. All proprietary information shared via member communications or via the board during the annual meeting should be confidential (with the exception as required by law) and handled with care amongst current members and shall not be recorded or distributed amongst non-members or other organizations - proprietary information includes but is not limited to financial statements, company structures, and internal policies.*

### ANNUAL CONFERENCE

The TPG Annual Conference is designed for payroll owners and their top decision-making leadership. Online registration procedure includes attendees identifying themselves as an Owner or Non-Owner with the definition of both being provided. An owner must be present for attendance to be counted toward the 2/3 Attendance Policy.

The TPG Annual Conference is for all dues-paying Payroll and Associate Members. TPG Non-Members (payroll or vendor) are not granted access to the Annual Conference. Anyone violating this policy will be asked to leave the premises by the Annual Conference Staff or TPG Board Member.

Associate Members may attend and must purchase a sponsorship in order to participate in the Annual Conference. Table top exhibit spaces around the perimeter of the meal function room is provided. TPG Non-Members are not permitted at conferences or in the vendor hall. The vendor hall is strictly for paid TPG Member conference attendees. Associate Members who allow TPG Non-Members into the vendor hall or to conference activities will have their membership reviewed by the Board and may result in termination. The online registration system will reflect this policy.

Registration (TPG Conference):

- The TPG Annual Conference is designed for dues paying members. An owner or principal must be present for attendance to be counted toward the 2/3 Attendance Policy.

### TPG 2/3 Attendance Policy:



Based on the recommendation from the Membership Committee, the TPG Board has instated an attendance policy for its membership, effective January 1, 2006. In order to sustain membership in The Payroll Group, a company owner, excluding Charter Members, must attend the annual conference twice in three years. This policy is intended to support the exclusive membership process and maintain support for members and providers who attend our annual conference.

Members who fail to attend annual meetings in two out of three years will have their membership status reviewed by the board and placed on a six-month suspension which removes the member from invoking the 35 Mile Radius Rule and access to the list serv. Failure to attend three meetings in three years will result in automatic termination.

#### **Associate vs Payroll Members**

To ensure conflicts of interest are being avoided and to maintain the need for trusted, unhindered discussion amongst member companies, dual member types are not allowed amongst Payroll and Associate Members. The Board of Directors reserves the right to dictate a prospective members membership type if unable to distinguish on one's own.

#### **Client and Employee Solicitation**

Members should not solicit a client of another member if the client is outside of the soliciting member's territory and within the territory of another member. However, if the client is within the soliciting member's territory and outside the client's current member's territory, the soliciting member has all rights to engage the client. Members who knowingly solicit clients of other member within the other member's protected territory may, at the discretion of the board have their membership terminated. Members shall not purposely, intentionally, or knowingly solicit employees of another members. Members who knowingly solicit an employee of another member, at the discretion of the board, may have their membership terminated.

#### **Reporting of an Additional Physical Location**

The TPG by-laws limit members to three\*physical locations. Members are required to report all physical locations when submitting an application for membership in the TPG, and annually thereafter when paying dues for membership renewal. Anyone wishing to expand beyond the three-location limit must apply for an exemption to the membership committee who will make a recommendation to the board. The membership requirements and code of conduct remain the same regardless of the number of locations. If approved, dues are required to be paid on all locations. The applying member, if a member of the membership committee or board, must recuse themselves from the discussion and proceedings.

Before an existing member acquires or opens an additional physical location, or hires an outside sales person they must report the location to the TPG to determine if there is another member within the 35 mile measurement from address of the existing member utilizing Google Maps, Mapquest or similar program. The 35 mile rule applies to all applicants new or existing members expanding.

If a member is within the 35 mile radius you must obtain written consent from the member allowing you to acquire or open a new physical location, or place an outside sales person within their protected territory.



Failure to obtain the consent of the member whose territory is being encroached upon may result in immediate termination of the violating member's membership in the TPG.

If permission is given to a member to open a new physical location within another member's protected territory, the original member still has the right to deny the member receiving permission from opening another physical location within the protected territory and, to deny a company applying for membership from opening a physical location within the member's protected territory.

A member can protect up to three\* physical locations by using the 35-mile restriction if the member is paying dues on all locations.

#### **Definition of a Physical Location**

A physical location is where any of the following functions are performed by one or more employees or contractors at a building that the member rents, leases, or owns:

1. Production and or printing of payrolls.
2. Sales.
3. Marketing.

The following do not constitute a physical location:

1. Web advertising only.
2. Yellow page advertisement and other non focused publications distributed to a wide area that may overlap other Member locations.
3. Other advertising that is not specifically targeted to a location is permitted.
4. If a member is processing payrolls as a back-office operation for another company the other company will not be considered a physical location as long as there is no common ownership or family relation.

#### **Outside Sales People:**

In order to maintain the spirit of the TPG in having as members, small local payroll companies, while allowing members to explore sales opportunities outside of their main sales territory, we feel it is necessary to limit the number of outside sales people that a member can employ.

The location of outside sales people will not be considered a physical location, but members need to limit the number of outside sales people working out of their homes to no more than three. These outside sales people cannot be located within the restricted territory of another member without the other member's permission.

#### **E-List Serve Confidentiality**

Each Regular Member Owner (payroll) is provided access to the E-List Serve that can be accessed by sending an email to [tpg@thepayrollgroup.org](mailto:tpg@thepayrollgroup.org). Access is granted once the membership is activated and dues are received. Communications between members is confidential and should not be shared or forwarded in any manner to Associate Members or TPG non-members. Regular Members Owner / Principal (payroll) who violate



the E-List Serve Confidentiality guidelines will be put under review by the Board and Membership Committee that may result in termination of membership.

1. First offense: Member will receive a warning issued by the Board;
2. Second offense: The violating member will be put under review by the Board and Committee.
3. The resolution will be communicated to the Board by the Membership Committee and may result in revoking membership.

### **Contracts & Agreements**

All contracts that are negotiated on behalf of The Payroll Group must be reviewed by at least two Board Members.

