

**EMPLOYEE HANDBOOK**  
**HYANNISPORT CLUB, INC.**

2 Irving Avenue

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Hyannis Port, MA 02647

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## **WELCOME TO THE HYANNISPORT CLUB**

This handbook explains the personnel policies and benefits, as well as the specific opportunities and responsibilities that exist for you at the Hyannisport Club (the Club). In an effort to be responsive to the needs of a growing organization, changes or additions to this handbook will be made when necessary, at which time you will be notified.

Thank you for accepting employment at the Hyannisport Club. The management and Board of Directors are glad you have joined the team at the Club, and hopefully you will find your work to be both challenging and rewarding.

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## **THE WAY THE CLUB WORKS**

### **A WORD ABOUT THIS HANDBOOK**

This Employee Handbook contains information about the employment policies and practices of the Club. Each employee is expected to read this Employee Handbook carefully, as it is a valuable reference for understanding your job and the Club. The policies outlined in this Employee Handbook should be regarded as management guidelines only, which in a developing business will require changes from time to time. The Club retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the Club. This handbook supersedes and replaces any and all prior Employee Handbooks. The Club reserves the right to revise, delete, and add to the provisions of this Employee Handbook.

**The Employee Handbook is not a contract and does not make any promises or guarantees.** Nor is this handbook intended to create a contract guaranteeing that you will be employed for any specific time period.

THE HYANNISPORT CLUB IS AN AT-WILL EMPLOYER. THIS MEANS THAT REGARDLESS OF ANY PROVISION IN THIS EMPLOYEE HANDBOOK, EITHER YOU OR THE CLUB MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NO OFFICER, EMPLOYEE OR REPRESENTATIVE OF THE CLUB IS AUTHORIZED TO ENTER INTO AN AGREEMENT—EXPRESS OR IMPLIED—WITH ANY EMPLOYEE FOR EMPLOYMENT OTHER THAN AT-WILL UNLESS THOSE AGREEMENTS ARE IN A WRITTEN

CONTRACT SIGNED BY THE PRESIDENT OF THE CLUB OR HIS DESIGNEE.

## **EQUAL EMPLOYMENT OPPORTUNITY**

The Hyannisport Club is committed to equal employment opportunity. The Club will not discriminate against employees or applicants for employment on any legally-recognized basis including, but not limited to race, color, religion, religious creed, national origin, ancestry, sex/gender, sexual orientation, gender identity or expression, age, physical or mental disability handicap, veteran status, or genetic information or any other protected classes under state or federal law.

You may discuss equal employment opportunity related questions with your supervisor or any other member of management.

## **AMERICANS WITH DISABILITIES ACT / MASSACHUSETTS FAIR EMPLOYMENT PRACTICES ACT**

The Hyannisport Club is committed to providing equal employment opportunities to otherwise qualified individuals with disabilities, which may include providing reasonable accommodation where appropriate. In general, it is your responsibility to notify your supervisor of the need for an accommodation. Upon doing so, your supervisor may ask you for your input or the type of accommodation you believe may be necessary or the functional limitations caused by your disability.



Also, when appropriate, the club may need your permission to obtain additional information from your physician or other medical or rehabilitation professionals.

## **A WORD ABOUT THE HYANNISPORT CLUB'S EMPLOYEE RELATIONS PHILOSOPHY**

The Hyannisport Club is committed to providing the best possible climate for maximum development and goal achievement for all employees. Each employee is treated as an individual. Teamwork is individuals working together to attain a common goal.

In order to maintain an atmosphere where these goals can be accomplished, the Club provides a comfortable and progressive workplace. Most importantly, a workplace where communication is open and problems can be discussed and resolved in a mutually respectful atmosphere.

With direct communication it is possible to resolve any difficulties that may arise and develop a mutually beneficial relationship.

## **NON-HARASSMENT**

The Hyannisport Club prohibits discriminatory harassment of one employee by another employee, supervisor, or third party for any reason including, but not limited to: race, color, religion, religious creed, national origin, ancestry, sex/gender, sexual orientation, gender identity or expression, age, physical or mental disability handicap, veteran status, or genetic information or any other protected

classes under state or federal law. Discriminatory harassment of third parties by our employees is also prohibited.

The purpose of this policy is to assure that in the workplace, no employee harasses another for any reason.

While it is not easy to define precisely what harassment is, it includes: slurs, epithets, threats, derogatory comments, or visual depictions, unwelcome jokes, and teasing.

Any employee who feels that (s)he is a victim of such harassment should immediately report the matter to employee's supervisor or any other member of management. The Hyannisport Club will investigate all such reports as confidentially as possible. Adverse action will not be taken against an employee because he or she, in good faith, reports or participates in the investigation of a violation of this policy. Violations of this policy are not permitted and may result in disciplinary action, up to and including discharge.

## **SEXUAL HARASSMENT**

Sexual harassment of one employee by another employee, supervisor, or third party is against Club policy and is unlawful under state and Federal law. Harassment of third parties by Club employees is also prohibited. The purpose of this policy is to assure that in the workplace, no employee is subject to sexual harassment.

Sexual harassment of any kind will not be tolerated. Violations of this policy may result in disciplinary action, up to and including discharge. Retaliation against an individual who has reported or complained about sexual harassment and retaliation against individuals who cooperate in an investigation of a sexual harassment complaint is unlawful and will not be tolerated by this Club.

In Massachusetts, the legal definition for sexual harassment is this: “sexual harassment” means sexual advances, requests for sexual favors and verbal or physical conduct of a sexual nature when:

- a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or
- b) such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual’s work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

Under these definitions, direct or implied requests by a supervisor for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits or continued employment constitutes sexual harassment.

The legal definition of sexual harassment is broad and in addition to the above examples, other

sexually oriented conduct, whether intended or not, that is unwelcome and has the effect of creating a work place environment that is hostile, offensive, intimidating or humiliating to male or female workers may also constitute sexual harassment.

While it is not easy to define precisely what sexual harassment is, it includes:

1. Unwelcome sexual advances.
2. Requests for sexual favors.
3. Verbal or physical conduct of a sexual nature, when submission to that conduct is made either explicitly or implicitly as a condition of employment.
4. Verbal or physical conduct of a sexual nature, when submission to or rejection of such conduct by an individual is used as a component of the basis for employment decisions affecting that individual.
5. Verbal or physical conduct of a sexual nature that has the effect of interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Examples of sexual harassment include but are not limited to: sexually-related drawings, pictures, jokes, teasing, uninvited touching, or other sexually-related comments.

Any employee who feels that (s)he is a victim of sexual harassment should immediately report such actions in accordance with the following procedure. All complaints will be promptly and thoroughly investigated.

1. Any employee who believes (s)he has been sexually harassed or retaliated against for complaining of sexual harassment should report the situation immediately to either Walter Lankau, Business Manager at 2 Irving Ave., Hyannis Port, MA 02647, (508)778-0231 (who has been designated to receive such complaints), or to Steven Klemenz, General Manager, or to employee's supervisor, at 2 Irving Ave., Hyannis Port, MA 02647, (508)775-0669. If an employee prefers not to discuss the matter with these individuals, (s)he may go directly to any other member of management.
2. The Club will investigate every reported incident in a prompt manner. Any employee, supervisor, or agent of the Club who has been found to have sexually harassed another employee may be subject to disciplinary action, up to and including immediate discharge.
3. The Club will strive to conduct all investigations in a discreet manner. The Hyannisport Club recognizes that every investigation requires a determination based on all the facts in the matter. The Club also

recognizes the serious impact a false accusation may have. The management and Board of the Club trust that all employees will continue to act responsibly.

4. The reporting employee and any employee participating in any investigation under this policy have the Club's assurance that no reprisals will be taken as a result of a sexual harassment complaint made in good faith. It is the policy of the Hyannisport Club to encourage discussion of the matter, to help protect others from being subjected to similar inappropriate behavior.

The Club strongly encourages employees to file a complaint of sexual harassment using the Hyannisport Club's complaint procedure. However, using the Club's internal complaint process does not prohibit you from contacting one of the following agencies:

- Massachusetts Commission Against Discrimination, Boston Office: One Ashburton Place, Room 601, Boston, MA 02108 (617) 727-3990. Springfield Office: 436 Dwight Street, Suite 220, Springfield, MA 01103 (413) 739-2145. New Bedford Office: 800 Purchase Street, Room 501, New Bedford, MA 02740 508-990-2390.
- Equal Employment Opportunity Commission, John F. Kennedy Federal Building, Government Center, 4th Floor,

Room 475, Boston, MA 02203 (617) 565-3200 (voice) (617) 565-3204 (TTY).

Each of the agencies has a short time period for filing a claim (EEOC and MCAD – 300 days).

## **WHISTLE BLOWER POLICY**

The purpose of this policy is to (i) require reporting of any suspected business, accounting, financial reporting or similar irregularities or improprieties, (ii) require reporting of any fraudulent activities and (iii) provide a workplace free of discrimination, harassment, and/or retaliation arising there from.

It is the policy of the Hyannisport Club to comply with all applicable legal and regulatory requirements and to create and maintain an environment at the Club that makes this fact clear to all Club employees. The Club requires its employees to do likewise in the performance of their duties. Every employee of the Club has the responsibility to assist the Club in meeting these very important legal and regulatory requirements.

The Club's internal controls and operating procedures are intended to prevent, deter, and remedy any violation of applicable laws and regulations. Even the best designed systems of control, however, cannot provide absolute safeguards against the occurrence of such violations. This policy therefore establishes and governs the process through which employees that become aware of violations or fraudulent activity can either directly or anonymously notify

responsible individuals. The policy specifically prohibits discrimination, harassment, and/or retaliation against any employee who in good faith provides any of the foregoing information or who otherwise assists in an investigation or proceeding regarding any of the foregoing. No employee of the Club, including without limitation those in management positions, has the authority to engage in any conduct that is prohibited by this policy. This policy applies to all employees of the Club.

### Policy: Reporting of Improprieties and Irregularities

Any employee of the Club who becomes aware of any information concerning any fraudulent activity or conduct that he or she reasonably believes to constitute a financial reporting, accounting, auditing or internal control irregularity or impropriety or to be in violation of laws regarding mail, wire or bank fraud, the commission or possible commission of a federal offense, violations of the Club's accounting practices or internal controls, or other concerns, is required to report such information promptly by communicating with an appropriate officer of the Club (i) by telephone, (ii) by email, and/or (iii) by mail, courier or hand delivery addressed to such executive officer at: Hyannisport Club – PO Box 392 – Hyannis Port, MA 02647

Employees are required and encouraged to report their awareness of any such information promptly in any of the methods listed above. The report should contain all the facts forming the basis of such employee's belief. The report may be written or oral, and, at the employee's option, may be



submitted anonymously and with complete confidentiality. The report must be sufficiently detailed and inclusive to ensure a clear understanding by the recipients of the issues raised. The report should be candid and set forth all of the information the employee knows regarding the allegation or concern, including the identities of individuals involved. The report must contain as much corroborating evidence as possible since this would be necessary and helpful to support the commencement of an appropriate investigation. If the report contains only unspecified unsupported allegations it may not result in the commencement of an appropriate investigation. Particular care should be taken to comply with each of foregoing requirements in instances where the report is made anonymously, because in such cases there may be limited or no opportunity to obtain any information that is not initially supplied by the caller. As appropriate, an inquiry of the suspected fraudulent activity, irregularities, or improprieties will be made to gather the relevant facts and reach a timely and proper resolution of the matter. Any such inquiry will generally be conducted under the direction of an executive officer of the Club.

### Categories of Employment

Immediate family – spouses, children, and siblings of Hyannisport Club members are not eligible for employment with the Hyannisport Club.

**FULL-TIME YEAR-ROUND EMPLOYEES:** In accordance with their positions and length of employment, employees who are regularly

scheduled to work a minimum of 30 hours per workweek year-round are eligible for the Club's fringe benefits package in addition to any statutory benefits to which they may be entitled.

**PART-TIME YEAR-ROUND EMPLOYEES:** Are employees who are regularly scheduled to work less than 30 hours in each work week and are eligible for STATUTORY BENEFITS only.

**SEASONAL EMPLOYEES:** Are hired to perform a specific job for a specified period of time, normally less than 1 year. These employees are eligible for STATUTORY BENEFITS only.

**PER DIEM EMPLOYEES:** Do not work regularly scheduled hours, but are called in to work on an as-needed basis. Per diem employees are eligible for STATUTORY BENEFITS only.

**STATUTORY BENEFITS:** Include Sick Leave, Social Security, Workers' Compensation insurance, unemployment compensation insurance, and access to the Massachusetts Health Connector.

In addition to the preceding, employees are also categorized as "exempt" or "non-exempt".

**NON-EXEMPT EMPLOYEES:** Pursuant to the Fair Labor Standards Act (FLSA) and applicable state laws, non-exempt employees are eligible for overtime pay for all hours worked in excess of 40 hours per week.

**EXEMPT EMPLOYEES:** Exempt employees are not eligible to overtime pay.

Upon hire, your supervisor will notify you of the classification of your position with the Club.

### **DRIVER'S LICENSE / DRIVING RECORD**

Employees in positions where the operation of a motor vehicle is an essential duty of the position must present and maintain a valid driver's license and acceptable driving record to the Club's insurer. Changes in the Employee's driving record must be reported to the Employee's supervisor immediately. Violations of this policy may result in immediate termination of the Employee's employment.

### **NEW EMPLOYEE ORIENTATION**

Upon joining the Hyannisport Club, you were given this copy of the Club's employee handbook. After reading this handbook, please sign the receipt page and return it to your supervisor. You will be asked to complete personnel, payroll and benefit forms.

If you lose your handbook or if it becomes damaged in any way, please notify your supervisor as soon as possible to obtain a replacement copy.

Your supervisor is responsible for the operations of your department. (S)he is a good source of information about the Club and your job.

## TALK TO US

The Hyannisport Club encourages you to bring your questions, suggestions, and complaints to the attention of your supervisor. The Club will carefully consider each of these in a continuing effort to improve operations.

If you feel you have a problem, present the situation to your supervisor so the problem can be settled by examination and discussion of the facts. Your supervisor should be able to satisfactorily resolve most matters.

If you still have questions after meeting with your supervisor or if you would like further clarification on the matter, request a meeting with the General Manager. (S)he will review the issues and meet with you to discuss possible solutions.

Finally, if you still believe that your problem has not been fairly or fully addressed, request a meeting with the board of directors.

Your suggestions and comments on any subject are important and you are encouraged to take every opportunity to discuss them with your supervisor. Your job will not be adversely affected in any way because you choose to use this procedure.

If at any time you do not feel comfortable speaking with your supervisor or the next level of management, discuss your concern with any other supervisor with whom you feel comfortable.

## **YOUR PAY**

### **RECORDING YOUR TIME**

All Non-exempt employees must record their hours on the time clock function of the Paychex Plus system. No one is permitted to clock-in more than five minutes prior to his(her) scheduled shift without the approval of a manager, nor is it permissible to clock-out after the scheduled end time of one's shift without the approval of a manager. All employees are expected to work until the end of their shift. Do not clock-in for any other employee under any circumstances.

It is the responsibility of each employee to accurately clock-in and out for employee's shifts. Correct pay is dependent upon accurate payroll records being submitted. If an employee makes a mistake in recording his/her work times it is the responsibility of the employee to notify employee's manager prior to the weekly submittal of payroll on Tuesday mornings.

For payroll purposes, the workweek starts on Monday and ends on Sunday.

Violations of the "recording your time" policies are not permitted and may result in disciplinary action, up to and including discharge.

## **PAYDAY**

All employees will be paid weekly on Friday for the period which has ended on the previous Sunday. When a payday is on a holiday, you normally will be paid on the last working day before the holiday.

Please review your paycheck for errors. If you find a mistake, report it to your supervisor immediately. Your supervisor will assist you in taking the steps necessary to correct the error.

## **PAYCHECK DEDUCTIONS**

All deductions and the amount of the deductions are listed on your pay stub. These deductions are totaled each year for you on your Form W-2, Wage and Tax Statement.

If you have any questions, please see the Club's Business Manager.

## **GARNISHMENT / CHILD SUPPORT**

When an employee's wages are garnished by a court order, the Club is legally bound to withhold the amount indicated in the garnishment order from the employee's paycheck. The Hyannisport Club will, however, honor federal and state guidelines which protect a certain amount of an employee's income from being subject to garnishment.

## **DIRECT DEPOSIT**

All employees are eligible to receive their pay through direct deposit.

## **PAY ADVANCES**

Pay advances will not be granted to employees.

## **OVERTIME**

There will be times when you will be required to work overtime so that the Club may meet the needs of the members. Non-exempt employees must have all overtime approved in advance by their supervisors.

Overtime is paid to Non-exempt employees in accordance with wage and hour laws. If you have any question about a pay check, please promptly inform the business office and your supervisor.

## **TIPPING**

The Hyannisport Club is a non-tipping club. The exceptions to this policy are caddies and golf bag handlers. The House Charge on food and beverage is a source of funding for replacing soft furnishings in the Club House; it is not a gratuity and should not be interpreted as a benefit to the employees of the Hyannisport Club in any way.

## **END OF SEASON DISCRETIONARY BONUS**

The end of season discretionary bonus is meant to reward those employees who have worked to ensure a very positive member experience. The bonus pool is funded by voluntary member contributions distributed before Christmas to the address of record of those employees who have met the bonus criteria.

Eligibility for inclusion in the pool is based on 4 criteria.

- Eligible employees will have worked for a minimum of 200 hours (150 for tennis) in the season for which the member contribution is made.
- Eligible employees will have worked through their commitment - the end date on their employment application, or a later date agreed upon with their supervisor. They will also have worked through their notice and posted schedule.
- Eligible employees will have received a favorable rating from their supervisor (supervisors use a 1 - 4 scale for performance) only ratings of 2 – 4 are eligible for the employee bonus.
- Departed in good standing with the management team.



Once eligibility is established the calculation of each eligible employee's bonus will be based on 3 factors:

1. number of hours worked in the season;
2. years of service, and;
3. supervisor's rating.

Finally, the management staff has discretion in adjusting the calculation of an individual bonus based on legitimate business criteria.

## **TIME AWAY FROM WORK** **AND OTHER BENEFITS**

### **EMPLOYEE BENEFITS**

If you have questions about your benefits, please promptly inform the Business Office, and we will assist in obtaining the answers to your specific questions.

### **VACATION**

Full-time year-round employees are eligible for paid vacation time upon completion of 90 days of consecutive employment. Other employees are not eligible for paid vacation benefits. Vacation is calculated according to the calendar year. After completing 90 days of employment, full-time year-round employees will begin to accrue vacation time at the rate of 1.54 hours of vacation per week, with a maximum accrual of 2 weeks (80 hours) per calendar year. For full-time, year-round employees who have been employed as such with the Club for 5 consecutive years the annual paid vacation increases to 3 weeks (120 hours) per calendar year.

Submit vacation requests in writing at least 1 week in advance to your supervisor. Vacation time must be taken by the day, not the hour. When possible, vacation requests are granted, taking into account operating requirements. Length of employment may determine priority in scheduling vacation times.

Vacation pay is not granted in lieu of taking the actual time off. However, up to a maximum of 40 hours vacation time can be carried over until April 30<sup>th</sup> of the following year, with special management approval.

Upon termination, eligible employees are paid for earned and unused vacation time.

### **PERSONAL DAYS**

Full-time year-round employees are eligible to earn and use up to 5 paid personal days each year upon completion of 90 days of consecutive employment. All other employees are not eligible for paid personal days. Personal time accrues at the rate of 1 hour for every 30 hours worked.

Personal days are calculated according to the calendar year.

Personal days may be used for witness leave, bereavement or school visitation, among other reasons and employees must obtain manager's approval.

Requests for planned personal days must be given to your supervisor for approval.

Personal days cannot be carried over to the following year nor can employees be paid in lieu of taking the actual time off.

Upon termination, employees are paid for earned and unused personal days.

## **SICK DAYS**

Employees are eligible to earn and use up to 40 hours of paid sick time per calendar year. Sick time accrues at the rate of 1 hour for every 30 hours worked, and employees can begin to use earned sick time upon completion of 90 days of consecutive employment.

Sick days are calculated according to the calendar year. Sick days may be used for:

- (1) care for the employee's child, spouse, parent, or parent of a spouse, who is suffering from a physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care;
- (2) care for the employee's own physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care;
- (3) attend a routine medical appointment or a routine medical appointment for the employee's child, spouse, parent, or parent of spouse;
- (4) address the psychological, physical or legal effects of domestic violence; or
- (5) travel to and from an appointment, a pharmacy, or other location related to the purpose for which the time was taken.

Up to 40 hours of unused sick leave will be rolled over into the next calendar year. Employees are not paid in lieu of taking the actual time off.

Employees are not paid for accrued, but unused sick days upon termination.

## **HOLIDAY PAY**

The Hyannisport Club's paid holidays considered in holiday pay calculations are New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.

Holiday pay will be paid to all Non-exempt employees who work a holiday at 1 and ½ pay for the hours they work on the holiday itself. If they work over 40 hours during a week, they will be paid overtime on only the hours actually worked over 40, holiday pay is not subject to overtime calculations.

Full-Time Year-Round Non-Exempt employees, upon completion of 30 days of consecutive employment, will be paid for 8 hours at their regular rate of pay on all "Hyannisport Club paid holidays" regardless of whether they work the holiday or not provided they work the regularly scheduled shifts before and after the holiday – those who do work will be paid for a full 8 hours but the additional half time for holiday pay will only be paid on the hours actually worked on the holiday. If they work over 40 hours in that week, they will be paid overtime on only the hours actually worked over 40, holiday pay is not subject to overtime calculations.

## **JURY DUTY**

Employees summoned for jury duty, who are regularly employed, receive their regular wages for the first 3 days. “Regularly employed” includes all full-time year-round employees, all part-time year-round employees, seasonal and per diem employees whose hours may be reasonably determined. Thereafter, regularly employed employees summoned for jury duty are granted an unpaid leave in order to serve.

All other employees summoned for jury duty are granted unpaid time off in order to serve.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Make arrangements with your supervisor as soon as you receive your summons.

The Hyannisport Club expects you to return to your job if you are excused from jury duty during your regular working hours.

## **VOTING LEAVE**

The Club believes that every employee should have the opportunity to exercise employee’s right to vote in any state or federal election, general primary, or special primary. Employees will be granted paid time to vote for the first 2 hours the polls are open if the employees are otherwise scheduled to work those hours and they apply for voting leave.

Notify your supervisor of the need for leave as soon as possible. When you return from voting leave, you must present a voter's receipt to your supervisor as soon as possible.

## **MILITARY LEAVE**

Employees who are required to fulfill military obligations in any branch of the Armed Forces of the United States or are engaged in state military service are given the necessary time off and reinstated in accordance with federal and state law.

Full-time year-round and part-time year-round employees are paid the difference between their normal rate of pay and their military pay for up to 2 weeks. Thereafter, the time off is unpaid, unless state law dictates otherwise.

All other employees are granted an unpaid leave in order to serve, except where state law dictates otherwise.

Accrued vacation may be used for this leave if the employee chooses. Military orders should be presented to your supervisor and arrangements for leave made, as early as possible, before a departure. Employees are required to give advance notice of their service obligations to the Club unless military necessity makes this impossible. You must notify your supervisor of your intent to return to employment based on requirements of the law. Your benefits may continue to accrue during the

period of leave in accordance with state and federal law.

Additional information regarding military leaves may be obtained from your supervisor.

## **PARENTAL LEAVE**

Full-time year-round employees are eligible for an unpaid parental leave upon completion of 90 days of consecutive employment.

Eligible employees are entitled to a leave of up to 8 weeks for giving birth to a child, for adopting a child under the age of 18 (23 if the child is mentally or physically disabled), for placement of a child under the age of 18 (23 if the child is mentally or physically disabled), or for the placement of a child pursuant to a court order. 2 employees who require leave to care for the same child are entitled to 8 weeks total parental leave between them.

Eligible employees are required to provide 2 weeks' notice of their expected departure date and intention to return to their job or provide notice as soon as is practicable if the delay in notice is for reasons beyond the employee's control.

At the end of the leave, eligible employees are entitled to return to their previous or similar position, without detriment to pay, hours, status, length of service credit or seniority, unless other employees of equal service time and status in the same or similar positions have been laid off due to



reduction in force. This leave may run concurrently with any approved disability leave. No sick time, vacation time, or personal time will accrue during the leave. Health coverage will continue on the same basis as before the leave.

## **FAIRNESS TO PREGNANT WORKERS**

Under the Massachusetts Pregnant Workers Fairness Act, employees have the right to be free from discrimination in relation to pregnancy or a condition related to the employee's pregnancy including, but not limited to, lactation or the need to express breast milk for a nursing child. The right to be free from such discrimination includes the right to reasonable accommodations for conditions related to pregnancy.

The Club shall provide a reasonable accommodation for an employee's pregnancy or any condition related to the employee's pregnancy (which includes, but is not limited to, lactation or the need to express breast milk for a nursing child) to enable the employee to perform the essential functions of the employee's job, unless the requested accommodation would impose an undue hardship to the Club. A reasonable accommodation may include, among other things: (i) more frequent or longer paid or unpaid breaks; (ii) time off to attend to a pregnancy complication or recover from childbirth with or without pay; (iii) acquisition or modification of equipment or seating; (iv) temporary transfer to a less strenuous or hazardous position; (v) job restructuring; (vi) light duty; (vii)

private non-bathroom space for expressing breast milk; (viii) assistance with manual labor; or (ix) a modified work schedule.

Employees seeking pregnancy-related accommodations should make a request to Human Resources. After the employee has requested an accommodation, the Club and the employee will engage in an interactive process to determine the feasibility of a requested accommodation. During the interactive process, the Club may require documentation about the need for a reasonable accommodation from an appropriate health care or rehabilitation professional unless the employee has requested more frequent restroom, food or water breaks, seating, limits on lifting over 20 pounds, or a private non-bathroom space for expressing breast milk. The Club may also require documentation when an employee seeks an extension of the accommodation beyond the originally extended accommodation.

In determining whether an accommodation constitutes an undue hardship, the Club will consider the nature and cost of the needed accommodation, the overall financial resources of the Club, the overall size of the business of the Club with respect to the number of employees and the number, type and location of its facilities, and the effect on expenses and resources or any other impact of the accommodation on the Club's program, enterprise or business.

The Club will not:

- take an adverse action against an employee that requests or uses a reasonable accommodation;
- deny an employment opportunity to an employee because of the Club's need to provide the employee a reasonable accommodation based on a known condition related to the employee's pregnancy;
- require an employee to accept an accommodation the employee chooses not to accept where the accommodation is not necessary to enable the employee to perform the essential functions of the job;
- demand that an employee take a leave of absence if another reasonable accommodation would suffice and would not pose an undue hardship to the Club; or
- refuse to hire a person who is pregnant because of the person's pregnancy or condition related to pregnancy where the person can perform the essential functions of the position with a reasonable accommodation that would not impose an undue hardship to the Club.

## **LEAVES OF ABSENCE**

### Requesting a Leave of Absence

An employee seeking a leave of absence must submit a written request for leave to his or her supervisor or the General Manager. The request for leave must include:

- Name of employee;
- Name of supervisor;
- Date of request;
- Reason for leave (please provide specifics);
- Anticipated timing and duration of leave;  
and
- Signature of employee.

Employees must provide 30 days advance notice of the need to take a leave of absence when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable, which should be on the same day or next business day of the date the employee becomes aware that the leave is needed. In all cases, employees taking a leave of absence are expected to comply with the Club's normal call-in procedures for taking time off. Employees who provide less than 30 days' notice are required to provide an explanation as to why they were unable to do so.

Employees who fail to meet these notice requirements may be denied leave.

### Employee Obligations During a Leave of Absence

Employees on a leave of absence are required to report to the Club periodically (at least every 2 weeks) regarding their status and intention to return to work. Employees on a leave of absence in a location other than their regular residence must provide the Club with a mailing address and telephone number where they can be reached. If an employee on leave fails to respond to written communications from the Club, the employee may be deemed to have resigned.

Employees on a leave of absence are not permitted to hold outside employment or consulting jobs without the written permission of the Club.

An employee returning from a leave of absence due to a serious health condition will be required to present a fitness-for-duty certificate prior to being restored to work.

### Family and Medical Leave Act (FMLA) Leave

#### *Types of FMLA Leave*

Eligible employees can take FMLA leave for the following reasons:

### *Parental Leave*

Employees may take FMLA leave for incapacity due to pregnancy, prenatal medical care, or child birth. Such leave may also be used to care for the employee's child after birth, or placement for adoption or foster care

### *Leave due to the Employee's Own or a Family Member's Serious Health Condition*

Employees may take FMLA Leave for a serious health condition that makes the employee unable to perform the employee's job. Employees may also take FMLA leave to care for the employee's spouse, son, daughter, or parent, who has a serious health condition.

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least 2 visits to a health care provider or 1 visit and a regimen of continuing treatment, or incapacity due to pregnancy, or

incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

### *Qualifying Exigency Leave*

Eligible employees with a spouse, son, daughter, or parent on covered active duty or called to covered active duty status in (i) the National Guard or Reserves in support of a contingency operation, or (ii) the regular armed forces who are in or called to covered active duty in a foreign country, may use FMLA leave to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for a military member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty, and attending post-deployment reintegration briefings.

### *Military Caregiver Leave*

Eligible employees may take FMLA leave to care for a son, daughter, parent, or next of kin who is a covered servicemember. A covered servicemember is (i) a current 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 (ii) a

veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.\*

\*The FMLA definitions of “serious injury or illness” for current service members and veterans are distinct from the definition of “serious health condition” for other types of FMLA leave, as set forth above. Employees seeking military caregiver leave should see Human Resources for more information.

### *Length of FMLA Leave*

Employees may take up to 26 weeks of Military Caregiver leave during a single 12-month period.

For all other types of FMLA leave, each employee may be granted leave for a period up to 12 weeks (during any twelve-month period). In determining eligibility for leave, a “rolling” 12-month period is used, measuring forward from the date the employee uses any FMLA leave.

In circumstances where both spouses work for the Club, the employees may be limited to a combined total of 12 weeks of leave for parental leave or for leave to care for the employee’s parent with a serious health condition, or to a combined total of 26 weeks of military caregiver leave.



If an employee is eligible for FMLA leave and takes time off for an FMLA-qualifying purpose, such leave shall be counted as FMLA leave. Leaves taken pursuant to other Club policies (for example, workers' compensation, parental leave, short term disability) shall be deemed to run concurrently with FMLA leave.

### *Required Certifications*

Employees seeking leave due to a family member's serious health condition will be required to submit a completed "Certification of Health Care Provider for Family Member's Serious Health Condition" form. Employees seeking FMLA leave due to the employee's own serious health condition will be required to submit a completed "Certification of Health Care Provider for Employee's Serious Health Condition" form.

In all cases of leave due to the employee's or a family members serious health condition, the Club reserves the right to request a second medical opinion at Club expense and further medical opinion, where appropriate. Periodic recertification also may be required for requested extensions of medical leave, lengthy leaves of absence, and other appropriate circumstances.

Employees seeking Qualifying Exigency Leave will be required to submit a completed "Certification of Qualifying Exigency for Military Family Leave" form.

Employees seeking Military Caregiver Leave will be required to submit a completed “Certification of Serious Injury or Illness of Covered Servicemember” form. In lieu of the form, the employee may provide invitational travel orders (ITOs) or invitational travel authorizations (ITAs).

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, the Club asks that employees not provide any genetic information when submitting the required certifications.

### *Compensation During FMLA Leave*

Employees on FMLA leave are not required to apply any accrued paid time off, sick, personal or vacation time while taking FMLA leave. Employees must comply with the Club’s normal policies for use of accrued paid time off.

If an employee does not have any accrued paid time, and is not eligible for other benefits, such as workers’ compensation payments the FMLA leave will be unpaid.

### *Benefits During FMLA Leave*

An employee on FMLA Leave will be retained on the Club’s health plan on the same condition as

active employees, except that the employee must make arrangements with Human Resources for timely payment of the employee's portion of the premium in order to continue such coverage, and if any premium payment is more than thirty days late, coverage may be lost during the remainder of the leave. In circumstances where an employee is on paid leave, the appropriate deductions will be made in the same manner as the employee's regular paycheck.

Arrangements also may be made with Human Resources for the continuation of certain other benefits during the period of leave. However, any FMLA leave will be treated as continued service for purposes of the Club's pension and other retirement plans.

An employee on an FMLA leave of absence *will not* be eligible for holiday pay during a designated holiday observed during the leave. If a holiday falls during a full week of FMLA leave, the holiday will count towards the employee's annual FMLA total. If the employee is taking less than a full week of FMLA leave, the holiday will only count as FMLA leave if the employee would have been scheduled and expected to work on the holiday.

In the event that an employee fails to return from leave, the employee may be liable for the employer's share of the insurance premiums unless: (i) the employee's failure to return to work stems from the continuation, recurrence, or onset of a serious health condition of the employee or a family

member; or (ii) the failure to return stems from circumstances beyond the control of the employee.

### *Reduced Work Schedule/Intermittent FMLA Leave*

For all types of FMLA leave except Parental leave, an employee does not need to use the leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary.

Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Club's operations. Further, where a reduced work schedule or intermittent leave is foreseeable based on planned medical treatment, the Club reserves the right to temporarily transfer the employee to a position that better accommodates the employee's recurring periods of leave.

### *Club Notifications Regarding FMLA Leave*

Employees requesting leave will be notified regarding whether they are eligible under FMLA. If they are, the notice will specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the Club will provide a reason for the ineligibility.

The Club will inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave

entitlement. If the Club determines that the leave is not FMLA-protected, the employee will be notified.

### *Return from FMLA Leave*

Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms, except that the employee will not be entitled to any employment rights or benefits, greater than those he or she would have had in the absence of taking such a leave.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

If an employee is unable to return from FMLA leave on the date set forth in the leave request and/or certification of healthcare provider, the employee is expected to contact the Club prior to the anticipated return to work date. If an employee fails to return from FMLA leave when scheduled, and does not contact the Club in advance, the employee may be deemed to have resigned.

### *Employee Protections Under the FMLA*

The FMLA prohibits the Club from:

- Interfering with, restraining, or denying the exercise of any right provided under the FMLA; or

- Discharging or discriminating against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

The FMLA does not affect any Federal or State law prohibiting discrimination or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

### *Questions and Forms*

Please direct questions and submit forms to the General Manager or Business Manager

### **MEDICAL INSURANCE**

All employees who work an average of 30 hours a week or 130 hours a month over a 12-month period as well as any full-time year-round employees may enroll in the Hyannisport Club's medical insurance plan upon completion of 30 days of consecutive employment, or on their change of status date. Additionally, certain supervisory employment positions within the Club are also eligible to participate in the Hyannisport Club's medical insurance plan.

Information and enrollment forms may be obtained from the Club Business Manager.

The Club pays a portion of the contract. You are responsible for paying the difference through payroll deduction.

A booklet containing the details of the plan and eligibility requirements may be obtained from the Club Business Manager.

## **COBRA**

Upon termination, you may be entitled to continuation or conversion of the group medical insurance plan in accordance with the terms of the policy and/or applicable federal or state law. For more information, contact the Club Business Manager. You and your covered dependents will have the opportunity to continue medical (and/or dental and vision)\* benefits for a period which is consistent with applicable laws when group medical (and/or dental and vision)\* coverage for you and your covered dependents would otherwise end due to your death or because:

- your employment terminates, for a reason other than gross misconduct;
- your employment status changes due to a reduction in hours;
- your child ceases to be a “dependent child” under the terms of the medical (and/or dental and vision)\* plan;
- you become divorced or legally separated;  
or
- you become entitled to Medicare.

In the event of divorce, legal separation, or a child's loss of dependent status, you or a family member must notify the plan administrator within 60 days of the occurrence of the event.

The plan administrator will notify the individuals eligible for continuation coverage of their right to elect COBRA continuation coverage.

\*COBRA applies to dental and vision care insurance only if dental and vision care insurance are offered.

## **SOCIAL SECURITY**

During your employment, you and the Club both contribute funds to the federal government to support the Social Security Program. This program is intended to provide you with retirement benefit payments and medical coverage once you reach retirement age.

## **UNEMPLOYMENT INSURANCE**

Upon separation of employment, you are entitled to apply to the state for unemployment benefits. Eligibility to apply for state unemployment benefits does not mean you are eligible to receive the unemployment benefits.

## **WORKERS' COMPENSATION**

If you are injured on the job, you have an obligation to immediately report the injury to your supervisor, failure to do so could result in the claim ultimately



being denied by the worker's compensation carrier. If you are out of work as a result of a workplace injury or accident, you are to fill out the appropriate form at the Business Office.

You may be entitled to receive Worker's Compensation Benefits.

### **SIMPLE RETIREMENT PLAN**

The Club provides eligible employees with a Simple Retirement Plan which offers an excellent means of long-term savings to supplement Social Security benefits at retirement. The plan is self-directed using traditional investment options and a professional investment advisor who will help employees tailor a program to their individual investment objectives. The Club will make a matching contribution of the lesser of either the employee's elective deferrals or 3% of the employee's compensation. The Club makes no recommendations and assumes no liability on the investments chosen by each employee. Plan details and eligibility information can be obtained in the Club's business office.

Employees must earn a minimum of \$5,000.00 for each of the 2 years prior to enrolling in the club's matching simple IRA.

### **PERFORMANCE REVIEWS**

Your performance is important to the Club. Once each year, generally in December for returning

year-round employees or at the beginning of the new season for returning seasonal employees the Club will strive to have your supervisor review your job progress within the Hyannisport Club and help you to set new job performance plans.

The Club's performance review program provides the basis for better understanding between you and your supervisor, with respect to your job performance, potential, and development within the Club.

## **UNIFORMS**

The Club provides uniforms to certain employees at no charge. Proper care of these uniforms is required.

All uniforms, accessories, or name tags issued by the Club must be returned in good condition upon leaving the Hyannisport Club.

## **ON THE JOB**

### **STANDARDS OF CONDUCT**

Each employee has an obligation to observe and follow the Club's policies and to maintain proper standards of conduct at all times. If an individual's behavior interferes with the orderly and efficient operation of a department, corrective disciplinary measures will be taken.

Disciplinary action may include a verbal warning, written warning, suspension, and/or discharge. The appropriate disciplinary action imposed will be determined by the Club. The Club does not guarantee that one form of action will necessarily precede another.

The following may result in disciplinary action, up to and including discharge: violation of the Club's policies or safety rules; insubordination; unauthorized or illegal possession, use or sale of alcohol or controlled substances on work premises, during working hours, while engaged in Club activities or in Club vehicles; unauthorized possession, use or sale of weapons, firearms or explosives on work premises; theft or dishonesty; physical harassment; discriminatory or sexual harassment; disrespect toward fellow employees, visitors or other members of the public; poor attendance or poor performance, other criminal acts or acts that bring disrepute to Club. These examples are not all inclusive. We emphasize that discharge decisions will be based on an assessment

of all relevant factors. Nothing in this policy is designed to modify our employment-at-will policy.

## **WORK ASSIGNMENTS**

Work assignments will be distributed by your supervisor. When possible, you will be advised of future assignments in advance, so you will have ample time to prepare for the assignment. Once you have begun an assignment you will report directly to your supervisor for all matters relating to its completion.

## **ATTENDANCE AND PUNCTUALITY**

Attendance and punctuality are important factors for your success within the Club. Teamwork is the watchword at the Hyannisport Club and requires that each person be in the right place at the right time.

It is the responsibility of each employee to notify a supervisor, in writing, of time-off requests. Once a schedule is posted it is the responsibility of each employee, who needs time off, to call employee's supervisor as soon as possible to notify the supervisor so efforts can be made to cover employees scheduled shift with an employee who is approved to cover the shift.

If you are going to be late for work or absent, you must speak to your supervisor at least 3 hours prior to the start of your shift. An exception will be made for shifts that begin before 8 am; in those cases, you

must call to speak to your supervisor when the supervisor is scheduled to arrive for their shift.

Personal issues requiring time away from your work, such as doctor's appointments or other matters, should be scheduled during your non-work hours if possible.

If you are absent for three days without notifying the Club, it is assumed that you have voluntarily abandoned your position with the Club, and you will be removed from the payroll.

### **MEAL TIME**

A 30-minute, unpaid meal break should be taken each day by employees who work a shift of more than 6 hours. Your supervisor is responsible for approving the scheduling of this time.

### **DRESS POLICY**

Our members' satisfaction represents the most important and challenging aspect of business at the Hyannisport Club. Whether or not your job responsibilities place you in direct member contact, you represent the Club with your appearance as well as your actions. The properly attired individual helps to create a favorable image to the public and fellow employees. Employees who need to change into a uniform at work are required to use the staff locker room prior to clocking-in for a shift.

## **PERSONAL HYGIENE**

Proper hygiene promotes professionalism within the Club and a favorable image to our members.

Employees are expected to maintain the highest standards of personal cleanliness and present a neat, professional appearance at all times.

## **LOCKERS**

Employees are offered the use of lockers in the club house and in the Maintenance Administration Building. These lockers are the property of the Hyannisport Club and as such they may not be locked overnight and are furthermore subject to search by the Club. The Club is not responsible for loss or damage to personal property. Valuable personal items, such as purses, wallets and all other valuables, should not be left in lockers or any other place where theft may occur.

## **PERSONAL TELEPHONE CALLS**

It is important to keep Club telephone lines free for member calls. Although the occasional use of the Club's telephones for a personal emergency may be necessary, routine personal calls should be approved by a supervisor.

The use of cell phones is not permitted except in personal vehicles when approved by a supervisor.

## **EMPLOYEE PARKING**

Club house employees are required to park in the church lot either along the woods or building and enter through the back-kitchen door or the office door off the church lot. Staff will be notified in advance if an event will require employees to park behind the Pro Shop. Golf staff is required to park in the Pro Shop lot and Greens staff is required to park within the designated parking spaces at the Golf Maintenance Facility or in the field adjacent to the pond.

## **CARE OF EQUIPMENT**

You are expected to demonstrate proper care when using the Club's property and equipment. No property may be removed from the premises without the proper authorization of management. If you lose, break, or damage any property, report it to your supervisor at once.

## **CLUB VEHICLES**

As an operator of club equipment, you are responsible for checking the level of gasoline or diesel before leaving the garage area. No machine shall be left with the motor running while being filled with gasoline or diesel.

After use, club equipment shall be washed off and replaced in its assigned storage place. Operators will fill out daily equipment inspection records.

Operators of Club vehicles are responsible for safe operation and cleanliness of the vehicle.

Additionally, all equipment shall be operated at a moderate to slow speed when on the course. High speeds or obviously rough usage may lead to disciplinary action, up to and including discharge.

Accidents involving a Club vehicle must be reported to your supervisor immediately.

Club vehicles may only be used for job-related travel.

The use of seat belts is mandatory for operators and passengers of Club vehicles.

### **TRAVEL / EXPENSE ACCOUNTS**

The Club will reimburse employees for reasonable expenses incurred through pre-approved business travel or entertainment when supported by dated receipts from each service provider.

The following business expenses will be reimbursed if pre-approved by a supervisor:

- Travel Expense;
- Automobile Expense;
- Lodging;
- Tips; and



- Business Meals (in accordance with our per diem rates; room service excluded).

## **ON THE JOB TRAINING**

Your supervisor is responsible for initiating all on the job training for employees within your department. This may include safety training, participation in off-site training and continuing education when necessary for job safety and work performance. Training will be conducted during regular working hours whenever possible.

The Club will pay for any required training programs. Employees may be tested from time to time to evaluate the effectiveness of the training program.

If you have any questions regarding training, please see your supervisor.

## **CONFLICT OF INTEREST / CODE OF ETHICS**

A Club's reputation for integrity is its most valuable asset and is directly related to the conduct of its officers and other employees. Therefore, employees must never use their positions with the Club, or any of its clients, for private gain, to advance personal interests or to obtain favors or benefits for themselves, members of their families or any other individuals, corporations or business entities.

The Club adheres to the highest legal and ethical standards applicable in managing its business. The Club's business is conducted in the strict observance of both the letter and spirit of all applicable laws and the integrity of each employee is of utmost importance.

Employees of the Club shall conduct their personal affairs in such a fashion that their duties and responsibilities to the Club are not jeopardized and/or legal questions do not arise with respect to their association or work with the Club.

### **MEMBER AND PUBLIC RELATIONS**

Our Club's reputation is built on excellent service and quality work. To maintain this reputation requires the active participation of every employee.

The opinions and attitudes that members have toward the Club may be determined for a long period of time by the actions of one employee. It is sometimes easy to take a member for granted, but in doing so one runs the risk of losing not only that member, but his or her associates, friends or family who may also be members or prospective members.

Each employee must be sensitive to the importance of providing courteous treatment in all working relationships.

### **SOLICITATION AND DISTRIBUTION**

In order to avoid unnecessary annoyances and interruptions from your work, solicitation by an

employee of another employee is prohibited while either person is on working time.

Employee distribution of literature, including handbills, in work areas is prohibited at all times.

Trespassing, soliciting or distribution of literature by non-employees on these premises is prohibited at all times.

### **PROTECTING CLUB INFORMATION**

Protecting our Club's information is the responsibility of every employee; all employees and members share a common interest in making sure it is not improperly or accidentally disclosed. Do not discuss the club's confidential business with anyone who does not work for the Hyannisport Club.

The Club's address shall not be used for the receipt of personal mail.

### **INFORMATION SECURITY POLICY**

All employees will review and adhere to the Hyannisport Club's information security policy concerning the protection of personal information of club members, employees and others against unauthorized access to or use of such information. "Personal Information" is defined as a natural person's first name and last name, or first initial and last name, in combination with any one or more of the following:

- a) Social Security Number;

- b) Driver's License Number or State Identification Card Number issued in lieu of a Driver's License; or
- c) Financial Account Number, or credit or debit card number.

### **CHANGES IN PERSONAL DATA**

To aid you and/or your family in matters of personal emergency, we need to maintain up-to-date information.

Changes in name, address, telephone number, marital status, number of dependents or changes in next of kin and/or beneficiaries should be given to your supervisor promptly.

### **ACCESS TO PERSONNEL FILES**

Employees who submit a written request may review or copy their personnel record on Club premises and during normal business hours within five business days of their request. Removal or correction of any information in the record may be done by mutual agreement. If no agreement is reached, you may submit a written explanation to be part of the record.

For more information, contact your supervisor.

### **REFERENCE CHECKS**

The Hyannisport Club will not honor any oral requests for references. All requests must be in

writing. Generally, management personnel will only confirm employees' dates of employment, salary history and job title.

An employee, under no circumstances, should provide another individual with information regarding current or former employees of the Club. If you receive a request for reference information, please forward it to your supervisor.

### **BULLETIN BOARDS**

Information of interest and importance to you is regularly posted on department bulletin boards. We suggest that you look at your department's regularly. This bulletin board is for administrative use only; employees may not post or remove any information.

## **SAFETY IN THE WORKPLACE**

### **EACH EMPLOYEE'S RESPONSIBILITY**

Safety can only be achieved through teamwork. Each employee, supervisor, and manager must practice safety awareness by thinking defensively, anticipating unsafe situations, and reporting unsafe conditions immediately.

Please observe the following precautions:

1. Notify your supervisor of any emergency situation. If you are injured or become sick at work, no matter how slightly, you must inform your supervisor immediately.
2. The use of alcoholic beverages or illegal substances during working hours will not be tolerated. The possession of alcoholic beverages or illegal substances on the Club's property is forbidden.
3. Use, adjust and repair machines and equipment only if you are trained and qualified.
4. Get help when lifting or pushing heavy objects.
5. Understand your job fully and follow instructions. If you are not sure of the safe procedure, don't guess...ask your supervisor.

6. Know the locations, contents, and use of first aid and firefighting equipment.
7. Wear personal protective equipment in accordance with the job you are performing.

A violation of a safety precaution is in itself an unsafe act. A violation may lead to disciplinary action, up to and including discharge.

## **WORKPLACE VIOLENCE**

Violence by an employee or anyone else against a member, an employee, supervisor, or member of management will not be tolerated. The purpose of this policy is to minimize the potential risk of personal injuries to employees at work and to reduce the possibility of damage of Club property in the event someone, for whatever reason, may be unhappy with a Club decision, a member, or action by an employee or manager.

If you receive or overhear any threatening communications from an employee or outside third party, report it to your supervisor at once. Do not engage in either physical or verbal confrontation with a potentially violent individual. If you encounter an individual who is threatening immediate harm to an employee or visitor to our premises, contact an emergency agency (such as 911) immediately.

All reports of work-related threats will be kept confidential, (to the extent possible) investigated

and documented. Employees are expected to report and participate in an investigation of any suspected or actual cases of workplace violence.

Violations of this policy, including your failure to report or fully cooperate in the Club's investigation, may result in disciplinary action, up to and including immediate discharge.

### **GOOD HOUSEKEEPING**

Good work habits and a neat place to work are essential for job safety and efficiency. You are expected to keep your place of work organized and materials in good order at all times. Report anything that needs repair or replacement to your supervisor.

### **SMOKING IN THE CLUBHOUSE**

The Hyannisport Club recognizes that smoking in the workplace may adversely affect employees and members, so smoking is not permitted in any work areas. Smoking breaks are allowed during, and within, the 30-minute meal break allowed to an employee who is scheduled for a shift of more than 6 hours or at the very end of a shift when an employee has clocked-out. Violations of this policy may result in disciplinary action, up to and including immediate discharge.

### **CONCEALED WEAPONS**

Firearms are not permitted at the Club. Unauthorized possession, use or sale of weapons,



firearms or explosives on work premises is forbidden, in accordance with state and local laws. Violations of this policy will result in disciplinary action.

## **SOCIAL MEDIA POLICY**

At the Hyannisport Club, we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends, and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

This policy applies to all employees.

### Guidelines

In the rapidly expanding world of electronic communication, *social media* can mean many things.

*Social media* includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the Club, as well as any other form of electronic communication.

The same principles and guidelines found in the Club's policies and three basic beliefs apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow employees or otherwise adversely affects members, customers, suppliers, people who work on behalf of the Club or the Club's legitimate business interests may result in disciplinary action up to and including termination.

### *Know and Follow the Rules*

Carefully read these guidelines, along with the Club's other policies regarding workplace conduct and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

### *Be Respectful*

Always be fair and courteous to fellow employees, members, guests, suppliers or people who work on behalf of the Club. Also, keep in mind that you are more likely to resolve work related complaints by speaking directly with your co-workers or by utilizing our open door policy than by posting complaints to a social media outlet. Nevertheless, if

you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening, or intimidating, that disparage members, guests, employees or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, age, gender identity or expression, sexual orientation, national origin, ethnicity, religion or any other status protected by law or Club policy.

### *Be Honest and Accurate*

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about the Club, fellow employees, members, guest, suppliers, people working on behalf of the Club or competitors.

### *Post Only Appropriate and Respectful Content*

Maintain the confidentiality of the Club's trade secrets and private or confidential information. Trades secrets may include information regarding the development of systems, processes, products, know-how, and technology. Do not post internal

reports, policies, procedures, or other internal business-related confidential communications.

Do not create a link from your blog, website, or other social networking site to the Club's website.

Express only your personal opinions. Never represent yourself as a spokesperson for the Club. If the Club is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the Club, fellow employees, members, guest, suppliers, or people working on behalf of the Club. If you do publish a blog or post online related to the work you do or subjects associated with the Club, make it clear that you are not speaking on behalf of the Club. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of the Hyannisport Club."

### *Using Social Media at Work*

Refrain from using social media while on work time or on equipment we provide, unless it is work-related as authorized by your manager or consistent with the Club's equipment policies.

Do not use the Club's email addresses to register on social networks, blogs or other online tools utilized for personal use.

### *Retaliation is Prohibited*

The Club prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

### *Media Contacts*

Employees should not speak to the media on the Club's behalf without contacting the General Manager. All media inquiries should be directed to the General Manager.

### *For More Information*

If you have questions or need further guidance, please contact the General Manager.

This policy is not intended to infringe upon an employee's right to engage in protected concerted activity under the National Labor Relations Act (NLRA). Employees have the right to discuss terms and conditions of employment and mutual work related concerns.

## **SUBSTANCE ABUSE TESTING POLICY**

As we are all aware, drug abuse and alcohol dependency are national social and health problems that have devastating consequences to individuals and their friends and families. Such issues can also have a negative impact on the workplace, the well-being of our fellow employees and the quality of work performed for our members. The Hyannisport Club is concerned about the adverse effects of drug abuse on employees' job performance, health, and safety.

Massachusetts law allows for the controlled use of medical marijuana. Although employees who legally obtain a medical marijuana "registration card" from the Massachusetts Department of Public Health are allowed to possess and consume certain quantities of marijuana, doing so is not permitted on Hyannisport Club property or at Hyannisport Club sponsored events (either on or off Club property). Marijuana is classified as a Schedule I drug according to the Controlled Substances Act. Thus, the use, possession, cultivation, or sale of marijuana violates federal policy.

### Purpose

To foster a drug-free, healthful, and safe work environment for all at the Hyannisport Club.

## Scope

The scope of this policy includes all of the Hyannisport Club's employees who are present at the Club's premises (as defined below) or who are engaged in, or traveling to or from, any activity, appearance or other engagement on behalf of the Hyannisport Club or otherwise while in the course of their employment.

## Policy

### *Provisions*

All employees are prohibited from the following:

- The manufacture, possession, use, sale, distribution, dispensation, receipt, or transportation of illegal substances while on Hyannisport Club property or while otherwise engaged in Hyannisport Club business.
- The consumption of alcoholic beverages or marijuana, either while on duty or preceding duty which affects the employee's fitness for duty.
- Being under the influence of substances while on Hyannisport Club property or while otherwise engaged in Hyannisport Club business or during employment.

Violation of this policy will not be tolerated and may subject violator to discipline, up to and including termination of employment.

Any employee who refuses to submit to testing as provided for in this policy may also be subject to disciplinary action, up to and including termination of employment.

### Definitions

**POSSESSION:** To have on one's person, in one's personal effects, in one's vehicle, or otherwise under one's care, custody, or control.

**SUBSTANCE:** Any alcohol, drugs, other substances whether ingested, inhaled, injected (subcutaneously, or otherwise) that have known mind altering or function-altering effects upon the human body or that impair one's ability to safely perform his or her work, specifically including, but not limited to, prescription drugs and over-the-counter medications; alcohol; drugs and other substances made illegal under federal or state law; "synthetic or designer" drugs; illegal inhalants; "look-alike" drugs; amphetamines, cannabinoids (marijuana and hashish), cocaine, phencyclidine (PCP), and opiates; and any drugs or other substances referenced in Schedule I through V of the Controlled Substances Act (whether or not such drugs or other substances are narcotics).

**PREMISES:** For the purpose of this policy all property, facilities, buildings, structures,



installations, work locations, work areas, or vehicles owned, operated, leased, or under the control of the Hyannisport Club entity to which such premises or property pertains. Private vehicles parked on premises or properties are also included under this definition. Although the vehicle used by an employee is not under the control of the Hyannisport Club, this Policy shall be construed as prohibiting the use of substances by the employee while traveling to and from the premises, or to any other location at which the employee has been designated to work, in such vehicle.

**UNDER THE INFLUENCE:** The condition wherein any of the body's sensory, cognitive, or motor functions or capabilities is altered, impaired, diminished, or affected due to substances. This also means the detectable presence of substances within the body, regardless of when or where they may have been consumed, having an alcohol test result of 0.02 or greater alcohol concentration of blood or breath, and/or having a positive test for other substances.

**PRESCRIPTION:** A valid prescription issued to the employee by a licensed health care provider authorized to issue such prescription and used for its intended purpose as prescribed before any expiration date.

### Legal Compliance

The provisions of this policy are subject to any federal, state, or local laws that may prohibit or

restrict their applicability, and testing for substances shall be conducted in accordance with and limited by such laws notwithstanding any terms of this policy to the contrary.

### Post-Accident / Injury Testing

If a workplace accident occurs causing injury to an employee or damage to property under circumstances that raise a question about possible substance abuse, the employee may be subject to substance abuse testing.

### Reporting to Law Enforcement

Where available evidence warrants, the Hyannisport Club may bring violations of this policy to the attention of appropriate law enforcement authorities.

### Medications

Employees taking legally prescribed or over-the-counter medications that have the potential to negatively impact the employee's ability to perform his/her job functions in a safe and effective manner (e.g., medications which caution against use while operating machinery) must report such use to their immediate supervisor, and may be required to present medical documentation describing the effects such medication may have on the employee's ability to perform his/her tasks. The Hyannisport Club may take such action as it deems appropriate, including but not limited to temporarily

transferring the employee to a different position, permitting the employee to take a leave of absence or other steps, depending on the circumstances.

### Workplace Searches

Management may conduct searches of Hyannisport Club property, including lockers, and an employee's personal property in cases where there is reason to suspect a violation of this policy. An employee who refuses to consent to and/or cooperate in the conducting of such searches may be subject to disciplinary action up to and including termination of employment.

### Off-Premises Use

The Hyannisport Club reserves the right to suspend, with or without pay, any employee who has been arrested or charged with a criminal offense related to alcohol, marijuana or illegal substances pending resolution of the charges to the Hyannisport Club's satisfaction. The Hyannisport Club reserves the right to take such action as it deems appropriate under the circumstances, including termination. Employees who are charged or convicted or any substance related violation under state or federal law, including employees who plead guilty or nolo contendere (i.e., no contest) to such charges must inform the Hyannisport Club. Failure to do so may result in disciplinary action, up to and including termination.

## Testing Procedures / Confidentiality of Test Results

Any drug testing required or requested by the Hyannisport Club will be conducted by a laboratory licensed by the state. All expenses related to the test will be incurred by the Hyannisport Club.

Employees asked to undergo a Substance Abuse Test will be asked to sign a Consent for Substance Abuse Testing Form. Refusal to sign the form may result in discipline, up to and including termination.

Specimens that are found to be adulterated or substituted will be considered a refusal to test, and therefore may result in termination of employment or ineligibility for hire.

The Hyannisport Club will strive to keep the employee's test results confidential, treating them the same as other medical records and disseminating the result only on a need-to-know basis, such as in response to any government inquiry, court order, in defense of any legal, administrative, or grievance proceedings that may be brought against the Hyannisport Club by the tested employee, or as otherwise may be required by law or in the course of legal, administrative or grievance proceeding.

## Prior Reporting of an Abuse Problem

Employees are encouraged to seek help if they have a drug or alcohol problem. Any employee who, prior to being asked to report for testing and prior to

any violation of this policy, reports to his or her manager or Human Resources that he or she believes he or she has a substance abuse problem, shall be permitted an unpaid leave of absence to seek treatment for such problem provided (i) the Hyannisport Club is made aware of the treatment program, and (ii) the employee successfully completes the treatment program, as determined and certified by the treatment facility.

### Positive Results

If an employee tests positive on an initial screening test, the employee will be placed on unpaid administrative leave. The employee will be given the opportunity to explain the positive result and will be informed that employee may have the same sample retested at a laboratory of their choice at their cost.

Employees with confirmed positive results will be subject to disciplinary action, up to and including termination. Discipline selected by the Hyannisport Club will depend upon a variety of factors, including the prior work record of the employee; the length of prior employment; the prior accident and attendance record of the employee; the circumstances which led to the testing; and the proposals by the employee to address the problem.

First time violators may, at the discretion of the Hyannisport Club, be permitted an unpaid leave of absence to seek treatment, as provided for in the section above on prior reporting of a substance

abuse problem. In such circumstances, the employee must agree to provide the Hyannisport Club with information about their progress and completion of the program. Such employees will also be required to submit to substance abuse testing prior to being permitted to return to work, and may also be subject to random testing for a 1 year period following completion of the program, in addition to any testing otherwise provided for in this policy.

### Enforcement

The Hyannisport Club's Human Resources department staff shall be charged with implementing and monitoring this policy. Failure by any employee responsible for complying with the directions set forth in this policy will result in disciplinary action up to and including termination of employment.

### **ACKNOWLEDGEMENT OF RECEIPT OF SUBSTANCE ABUSE TESTING POLICY**

I, \_\_\_\_\_,  
acknowledge that I have received a copy of the Hyannisport Club Substance Abuse Testing Policy (the "Policy"). I have read and understand the Policy. I understand that, if I violate the Policy, I may be subject to disciplinary action, including termination. I further understand that, under the Policy, I may be subject to post-accident/injury and reasonable suspicion substance abuse testing. I also understand that if I am asked to submit to a substance abuse test, and refuse to do so, I may be

subject to disciplinary action, including termination. I will contact my supervisor if I have any questions about any aspect of the Policy. I further understand that that I am an employee-at-will and that the Policy does not alter that status.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

**CONSENT FOR SUBSTANCE ABUSE TESTING**

I have received, read and understand the Workplace Substance Abuse Testing policy of the Hyannisport Club.

I hereby voluntarily consent to allow

\_\_\_\_\_  
(the “Laboratory”) to take a specimen of my [hair] [saliva] [urine] for drug and/or alcohol testing. I further consent to allow the Laboratory to make the results of such test available to the Hyannisport Club. I understand that the information so released to the Hyannisport Club will be used to determine whether I was fit to perform my job duties, and/or whether I had violated the Hyannisport Club’s policies concerning substance abuse, and that the results of such tests may form the basis for disciplinary action against me, up to and including termination.

I understand that if I refuse to submit to such testing or if I fail to cooperate with the testing procedures, I may be subject to disciplinary action, up to and including termination.

In consideration for such testing services being rendered on my behalf, I hereby release the Laboratory, its officers, agents, and employees, from any and all claims which I might otherwise have due to such results being made so available. I hereby consent not to file any action at law or in equity against the Hyannisport Club, Laboratory, their respective officers, agents or employees in connection with the results of such screen being made so available, and I hereby agree to indemnify and save harmless the Hyannisport Club, Laboratory, their respective officers, agents, and employees from all damages, expenses, reasonable attorney's fees, and costs of court which they or any of them may suffer or incur, jointly or severally, due to the results of such screen being made so available.

With full knowledge of the above information, I have decided to voluntarily submit to the requested substance abuse test.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness



## **IF YOU MUST LEAVE**

Should you decide to leave your employment, the Club asks that you provide your supervisor with at least two weeks' advance written notice. Your thoughtfulness is appreciated and will be noted favorably should you ever wish to reapply for employment with the Club.

Additionally, all resigning employees must complete a brief exit interview prior to leaving. All Club property, including this handbook, must be returned upon termination. Otherwise, the Club may take further action to recoup any replacement costs and/or seek the return of Club property through appropriate legal recourse.

You should notify the Club if your address changes during the calendar year in which termination occurs so that your tax information will be sent to the proper address.

**ACKNOWLEDGMENT OF RECEIPT OF  
EMPLOYEE HANDBOOK**

1. I have received the Club's Employee Handbook and agree to read it thoroughly.
2. I understand that the policies, rules, and benefits described in the Handbook are intended for guidance only and are subject to change at the sole discretion of the Club any time, without notice.
3. I further understand that the Handbook does not create a contract of employment, but rather my employment with the Club is on an at-will basis. As such, I am free to resign at any time, and the Club may terminate my employment at any time, for any reason at all, with or without notice.
4. I understand that it is my responsibility to be familiar with the material contained in this handbook, prior to the beginning of work.

I hereby acknowledge receipt of the Employee Handbook provided by \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature

**ACKNOWLEDGMENT OF RECEIPT OF  
HARASSMENT POLICIES**

As described in the Non-Harassment Policy and the Sexual Harassment Policy, harassment is prohibited at the Club.

By signing below,

- I acknowledge that I have received a copy of the Club’s Non-Harassment Policy and Sexual Harassment Policy, and I understand that it is my responsibility to read and comply with both policies and any revisions made to them.
  
- I acknowledge that retaliating or discriminating against an employee who reports a suspected incident of harassment or who cooperates in an investigation is prohibited.
  
- I acknowledge that employees who violate this policy or retaliate against an employee in any way will be subject to disciplinary action, up to and including termination.

\_\_\_\_\_   
Date

\_\_\_\_\_   
Employee Signature

\_\_\_\_\_   
Please print your full name