

# **Ventura Yacht Club**

# **Employee Handbook**

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## **Employee Handbook Description**

The contents of this Employee Manual are presented for your information. We hope that it will not only introduce you to VENTURA YACHT CLUB (the "Club") but that it will also enhance your job performance and satisfaction. However, this Employee Manual, except as noted below, is not a contract for, or a guarantee of, employment or continuing employment.

This handbook supersedes any prior handbook or verbal or written policy or any procedure that may conflict with the provisions of this handbook. The club reserves the right to modify or change any of the policies or procedures in this handbook from time to time as necessary. However, no oral statements, representations, conduct, or practices of any officer or employee of the Club will act to modify or change any of these policies or procedures. All changes will be in writing.

Each Employee of the Club is an at-will Employee unless specifically notified otherwise in writing. This means that our terms and conditions of employment may be changed with or without advance notice or cause. It also means you may terminate your employment at any time, for any reason, and the Club has the same right to terminate your employment at any time for any reason.

## **Equal Employment Opportunity**

It is the established policy of the Club to provide an equal employment opportunity to all qualified persons and to administer all aspects and conditions of employment without regard to race, religious belief, color, sex, related medical conditions, age, national origin, ancestry, sexual orientation, gender identification, physical or mental disability, medical condition, genetic characteristics, family care, marital status, status as a veteran or qualified disabled veteran, or any other classification protected under applicable law.

The Club affirms its commitment to providing a work environment free from discrimination and harassment. Abuse of the dignity of anyone through ethnic, racist, or sexist slurs, or other derogatory or objectionable conduct, is offensive behavior. Any employee who harasses another employee or an applicant for employment because of race, religious belief, color, sex, pregnancy, childbirth or related medical conditions, age, national origin, ancestry, sexual orientation, gender identification, physical or mental disability, medical condition, genetic characteristics, family care, marital status, status as

a veteran or qualified disabled veteran, or any other classification protected under applicable law, will be subject to disciplinary action, up to and including termination.

The Club will provide reasonable accommodation for the known physical or mental disabilities of an otherwise qualified applicant for employment or employee unless undue hardship results. Any applicant or employee who requires accommodation to perform the essential functions of a job should contact the General Manager. The applicant or employee should provide the General Manager with his/ her doctor's opinion regarding what accommodation would be needed to perform the job relative to the job description. The Club will work with the applicant or employee to determine possible accommodation, if any. If accommodation is reasonable and will not impose undue hardship upon the Club, the Club will make the accommodation.

### **Policy Against Harassment**

The Club is committed to providing a work environment free of harassment. The Club policy prohibits sexual harassment and harassment based on race, religious belief, color, sex, pregnancy, childbirth or related medical conditions, age, national origin, ancestry, sexual orientation, gender identification, physical or mental disability, medical condition, genetic characteristics, family care, marital status, status as a veteran or qualified disabled veteran, or any other basis protected by federal, state, or local law or ordinance or regulation. The Club's anti-harassment by any member, employee, or independent contractor of the Club, as well as outside persons having contact with the Club's employees (this includes our members and potential Members, vendors, delivery persons, etc.)

This policy is intended to serve as a workplace rule that sets the standard of expected behavior for all employees and various third parties while in the workplace, The Club will not tolerate harassment or discrimination of any kind, either against co-workers, independent contractors, Members, or any other outside person(s) having contact with the Club.

Harassment includes verbal, physical, and visual conduct where:

1. Submission to the conduct is made either an explicit or implicit condition of employment or of the business, service, or professional relationship.
2. Submission to or rejection of the conduct is used as a basis for an employment decision or decision affecting the terms of a business, service, or professional relationship,
3. The harassment interferes with work performance or creates an intimidating, hostile, or offensive work environment, It can take many forms and includes, but

is not limited to, the following: slurs, jokes, statements, email messages, gestures, assault, impeding or blocking another's movement or otherwise physically interfering with normal work, pictures, drawings or cartoons based upon race, religious belief, color, sex, pregnancy, childbirth or related medical conditions, age, national origin, ancestry, sexual orientation, gender identification, genetic characteristics, physical or mental disability, medical condition, family care, marital status, status as a veteran or qualified disabled veteran, or any other basis protected by law.

4. Retaliation is taken against an individual for reporting or threatening to report harassment.

Sexual harassment, in particular, refers to all the prohibited conduct described above, as well as unwelcome conduct such as requests for sexual favors, conversations containing sexual comments, and other unwelcome sexual advances, sexually harassing conduct includes any prohibited conduct performed by a person of either the same or opposite sex as the person who is the subject of the harassment.

### **Reporting Harassing Conduct**

If you believe you have been harassed or have witnessed an incident of harassment, a Written Investigation Form needs to be submitted to the General Manager or the Commodore as soon as possible. Your complaint should include details of the incident or incidents, names of the individuals involved, and names of any witnesses, The Club will promptly undertake a thorough and objective investigation of the harassment allegations.

It is the obligation of all employees to cooperate fully in the investigation process. Disciplinary action will be taken against any employee who attempts to discourage or prevent any harassment victim from using the Club's complaint procedure.

If it is determined that harassment has occurred, remedial action will be taken in accordance with the circumstances involved. Any employee determined by the Club to be responsible for harassment will be subject to appropriate disciplinary action, up to and including termination. A Club representative will advise all parties concerned of the general results of the investigation. The Club will not retaliate against you for filing a complaint and will not tolerate or permit retaliation by management, employees, or co-workers.

The Club encourages you to immediately report any incidents of harassment or retaliation forbidden by this policy so that complaints can be quickly and fairly resolved. You also should be aware that the federal Equal Employment Opportunity Commission

and the California Department of Fair Employment and Housing investigate and prosecute complaints of prohibited harassment and retaliation in employment. If you think you have been harassed or that you have been retaliated against for resisting or complaining, you may file a complaint with the appropriate agency.

### **Fraternization**

Fraternization policies are put in place, not to be overly restrictive, but to protect the Club, its Members, and its Employees by creating an environment where everyone is valued and treated with respect. It is important to recognize that Club Employees may frequently be family members of other Employees, or family of Club Members, whose skillset is important and valuable to the success of the Club. It is therefore important and prudent to focus policy on setting expectations of consistent behavior among staff and Members, particularly during working hours.

Club Employees may date and develop friendships and relationships with other Employees and Members, both inside and outside of the workplace, as long as the relationships do not have a negative impact on their work or the work of others. While at work, all Employees are to be treated equally.

Any friendly relationship that interferes with the Club culture of teamwork, the harmonious work environment, or the productivity of Employees, will be addressed by the General Manager, may be subject to the progressive disciplinary policy, and can also include employment termination. If such a friendly relationship interference involves the General Manager, it will be addressed by the Board of Directors.

Adverse workplace behavior, or behavior that negatively impacts the workplace that arises because of personal relationships, will not be tolerated.

Sexual relationships between Managers and Employees who report to them may be perceived as misuse of authority or potentially sexual harassment and are therefore deemed unacceptable and forbidden. Any such breach will result in immediate disciplinary action up to and including termination of both parties.

### **Immigration Law Compliance**

The Immigration Reform and Control Act of 1986 requires the Club to verify all employees' identity and their right to employment in the United States. This is an obligation with respect to temporary employees as well as regular employees. In keeping with this obligation, the General Manager must inspect documentation showing a person's identity and legal right to work before that person begins any work for the Club.

All offers of employment and continued employment for positions in the United States are contingent upon furnishing satisfactory evidence of identity and right to work within the United States within designated time requirements.

The General Manager will monitor the expiration dates of identity and legal authorizations to work in the United States. If your right to work expires, you will be put on an inactive status, and will have five business days to submit renewed documentation of your right to work or your employment will be terminated. You are expected to notify the General Manager at the time of any change in your immigration status.

### **Compliance with Laws**

You must conduct Club business in compliance with the laws of the United States, and if abroad, the laws of the country in which the Club or the Club Employee is doing business as well. You may not use Club funds or assets for any unlawful or improper purpose in the United States or abroad.

### **Employment Status**

- Full-Time Employee

A full-time employee is one who is regularly scheduled to work thirty {30} hours or more in a work week. A full-time employee is entitled to all Employee benefits described in this Manual.

- Part-Time Employee

A part-time employee is one who is regularly scheduled to work less than thirty {30} hours in a work week. Part-time employees who are regularly scheduled to work less than thirty (30) but twenty (20) or more hours in a workweek are entitled to reduced employee benefits. Those who are regularly scheduled to work less than twenty (20) hours in a workweek are not entitled to benefits.

- Exempt Employee

An exempt employee is one who, by virtue of his or her wages or duties and responsibilities, does not fall under certain wage and time requirements of federal and state regulations. An exempt employee does not receive overtime or follow the same timesheet procedures as a non-exempt employee. Management will inform all exempt employees in writing of their status and responsibilities at the time of hire, rehire or promotion.

- Non-Exempt Employee

A non-exempt employee is one who is paid based on hours worked per pay period and who receives compensation for authorized overtime. Non-exempt employees are

required to follow the timekeeping procedures outlined in this Manual. All employees, unless notified otherwise by management, are non-exempt.

### **Introductory Period**

The first ninety (90) days of employment are an introductory period for all newly hired employees. During the introductory period, the Club will evaluate the new employee's work attitude, attendance, and ability to work with other employees and supervisors. Employees in the introductory period do not receive Club benefits, except for those mandated by law.

### **Terminations**

Termination is the severance of the employee-employer relationship, through resignation, layoff, discharge, retirement, or death.

The Club's termination policy is one of "at-will" employment. This means that you have the right to terminate your employment at any time and the Club may terminate your employment for any reason at any time.

### **Medical Examination/ Reference Checks/ Clearances**

Prior to receiving your offer of employment, you may be required to undergo a drug and alcohol screening at a licensed medical facility, a criminal records check and a credit check by a company in the business of such checks, selected and paid for by the Club.

It is the Club's practice to check applicants' educational background and employment or personal references. If you submit incomplete or false information in the application process that is not discovered until after your employment has started, you will be terminated.

If your job position requires you to drive Club vehicles or personal vehicles on Club business, you must have and maintain a valid California driver's license and remain eligible for coverage under the Club's insurance policy.

### **Conditions of Employment**

- Work Schedules

You will be informed of your work schedules by management. Work schedules are subject to change as necessary to meet the needs of the Club. Any changes will be given with reasonable notice to facilitate your personal planning.

- Meal Periods



Non-exempt employees are expected to commence their meal breaks of no less than thirty (30) minutes, no later than the end of the fifth hour of work. All meal breaks are paid for by the Club and do not require clocking in and out.

- Rest Periods

All non-exempt employees are provided one ten (10) minute rest period during every four (4) hours of work. The rest period should be taken in the middle of the four (4) hour work period as much as possible. All rest periods are paid for by the Club and do not require clocking in and out.

- Accommodation Breaks

Any specific physical need for extra unpaid break accommodation is to be discussed and scheduled in advance with the General Manager.

## **Attendance**

### **Absences**

If you cannot report to work for all or any part of a workday for any reason, you must notify your supervisor no less than one (1) hour prior to your starting time. If you are absent more than three (3) days, you must give the same notice each day of absence, unless a specific date for your return to work has been previously approved. If you are absent for three (3) consecutive days without proper notification, you will be subject to disciplinary action, up to and including termination.

The Club reserves the right to request a doctor's certificate for absences due to illness or injury. The Club also reserves the right to require a doctor's certification that you have been released to return to work before you are permitted to return.

Excessive unauthorized absenteeism negatively impacts your job performance and will result in disciplinary action, up to and including termination.

### **Tardiness**

You are expected to begin work at your scheduled starting time. Repeated tardiness will impact negatively on your performance evaluation and will result in disciplinary action, up to and including termination.

### **Overtime**

At times, it is necessary to have employees work overtime. When called upon, you are expected to work reasonable and necessary overtime. All overtime must be authorized by your supervisor in advance. Repeated refusal or unavailability to work overtime, or

working unauthorized overtime, will result in disciplinary action, up to and including termination. Overtime pay shall be paid to non-exempt employees in accordance with applicable law.

### **Reporting Time Pay**

If an employee is required to report for work and does report but is not put to work or is used for less than two (2) hours, the employee shall be paid for at least two (2) full hours at the employee's regular rate of pay.

### **Performance Reviews**

We understand and appreciate the fact that you want to know how your performance is viewed by the General Manager and the Club. Reviews also provide an opportunity for you to discuss and clarify the requirements of the job and the Club's expectations of your performance. You will generally be reviewed at the end of your introductory period and annually thereafter approximately on your date of hire anniversary. A positive performance review does not change your status as an at-will employee.

### **Compensation**

#### **Work Week**

The Club's standard work week begins at 12:01 a.m. on each Monday and ends at midnight on the following Sunday.

#### **Pay Period/ Pay Day**

You will receive your paycheck twice per month, on the fifth (5th) and twentieth (20th) of the month for the period covering the sixteenth (16th) through the end of the month and the first (1st) through the fifteenth (15th) respectively. If a Club holiday falls on this date, paychecks will be issued the day before the holiday whenever possible.

A direct deposit is required and expected to be set up prior to beginning your first day of work.

#### **Payroll Deductions**

Payroll deductions will be made from your paycheck as required by state and federal law. These currently include Social Security (FICA), SUI/SDI, Medicare, and state and federal income taxes.

Other deductions, such as employee health insurance contributions, may also be made if authorized in writing by you. Payroll deductions will not occur unless authorized by law or by you in writing.

## **Garnishments**

When your wages are garnished by a court order or other levy to repay a debt that you have incurred, the Club is legally bound to withhold the amount indicated in the garnishment order from your paycheck. Federal and state guidelines protect a certain amount of your income from being subject to garnishment.

So long as your financial concerns do not interfere with your performance on the job, the Club will make the deductions and payments as required and there will be no further job-related repercussions. However, an excessive number of wage garnishment orders may lead to discipline, up to and including termination, due to the administrative hardship caused.

## **Paid Sick Leave**

In compliance with California Law, after 90 days of employment, the Club provides up to 5 days or 40 hours, whichever is greater, of paid sick leave each calendar year.

Usage:

- An employee may use paid sick leave after 90 days of employment.
- If you are scheduled to work 8 hours and you call in sick, you will be paid 8 hours. If you are scheduled for 4 hours, you will receive 4 hours of sick leave pay.
- Sick leave will be tracked, and available hours reported on employee paystubs.
- Unused sick leave is not paid at the end of the year and does not carry over to the following year.
- Employees must obtain a physician's note authorizing a return to work after the 3 consecutive sick days.
- Sick leave may not be used in conjunction with PTO and may not be used for a denied PTO request.

## **Vacation**

The Club grants time off with pay to provide eligible employees with periods of rest and relaxation away from their regular job duties. Full-time employees are eligible for paid vacation as set forth below.

Years of Service	Vacation Accrual
The first day following completion of the introductory period through completion of 1 year of employment	1 week (40 hours) for the first year, at the rate of 1.67 hours per pay period up to a maximum of 1 week.
The first day of 2nd year of employment through the completion of fifteen (15) years of employment	2 weeks (80 hours) per year at the rate of 3.33 hours per pay period
The first day of the 16th year of employment and each year thereafter	3 weeks (120 hours) per year at the rate of 5 hours per pay period

Part-time employees who are regularly scheduled to work, and who do work less than thirty (30) hours but more than twenty (20) in a work week will receive half the Vacation time as listed above.

You will receive vacation pay based on your current straight-time hourly rate at the time vacation is taken. Vacation cannot be taken in advance of it having been accrued. Accrued vacation may not be carried over from year to year. Unused vacation will be paid out at the end of each calendar year and at your rate of pay in effect at that time.

Upon termination, all accrued but unused vacation will be paid to you at your final rate of pay in effect at that time.

You will not accrue vacation benefits while on any leave of absence.

If a designated paid holiday is observed by the Club during your vacation period, it will not count against your vacation bank.

All requests for vacation of more than 3 sequential days must be submitted at least two (2) weeks in advance to your supervisor for approval. In the event of a conflict in scheduling vacations, business needs will be considered first, and seniority will be given preference in determining vacation schedules when all other factors are equal.

The Club reserves the right to decline requested vacation if deemed harmful to the performance of the Club.

## **Holiday Policy**

Ventura Yacht Club designates the following Holidays (6) as those whereby eligible employees will be paid under the terms of the Holiday Policy.

*New Year's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, the day after Christmas*

All Full-time and Part-time employees as defined in the Employee Manual are eligible if they have completed 90 days of employment.

When the Club is closed for the designated Holiday, you will be paid at your hourly rate for the hours you would typically be scheduled on that day of the week based on the prior 4 weeks.

No other Holidays are covered under the Holiday Policy.

## **Bereavement Leave**

Employees are granted up to five days of Bereavement Leave from work following the death of the employee's family member which includes spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law. Bereavement Leave is unpaid however, available sick leave and/or accrued vacation time may be used during your Bereavement Leave. To be eligible for Bereavement Leave, an employee must have been employed for at least 30 days before taking the leave.

## **Leaves of Absence**

### **Disability Leave**

The Club will reasonably accommodate your need for unpaid leave of absence according to law. Requests for leaves must be submitted in writing to, and approved by, the General Manager.

At least one week prior to returning to work, you must notify the General Manager of your intent to resume work. A doctor's clearance for the usual or modified position may be required.

You will be required to make monthly payments for your health and dental coverage during your leave of absence. Failure to make timely payment for coverage may result in cancellation of that coverage.

The Club will make every effort to return you to the same or similar position upon return from disability; however, hours and job availability may vary.

While you are on disability leave, you may not accept other employment. If you do, you will be subject to immediate termination.

If you fail to return to work as scheduled at the end of a disability leave, you will be considered to have voluntarily resigned from employment. At least one week prior to returning to work, you must notify the General Manager of your intent to resume work. A doctor's clearance for the usual or modified position may be required.

You will be required to make monthly payments for your health and dental coverage during your leave of absence. Failure to make timely payment for coverage may result in cancellation of that coverage.

The Club will make every effort to return you to the same or similar position upon return from disability; however, hours and job availability may vary.

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You will be required to make monthly payments for your health and dental coverage during your leave of absence. Failure to make timely payment for coverage may result in cancellation of that coverage.

The Club will make every effort to return you to the same or similar position upon return from disability; however, hours and job availability may vary.

While you are on disability leave, you may not accept other employment. If you do, you will be subject to immediate termination.

If you fail to return to work as scheduled at the end of a disability leave, you will be considered to have voluntarily resigned from employment.

### **Family Leave**

California law allows you to take up to six weeks of absence for the care of an ill family member, defined as parent, child, spouse, or registered domestic partner, or for bonding with a newborn or recent adoptee.

Although the Club does not pay for this leave, you may be eligible to receive payments from the state Employment Development Department. You contribute to the cost of this insurance through payroll deductions. For further information on this benefit and whether you will be guaranteed reinstatement, please contact the General Manager.

The Club will make every effort to return you to the same or similar position upon return from Family Leave; however, hours and job availability may vary.

### **Workers Compensation Leave**

If you are injured on the job, you may be entitled to a leave of absence while recovering from your injuries. You are entitled to maintain your group health and dental insurance coverage during your leave of absence, but you must pay the entire monthly premium for both you and your dependents during your workers' compensation leave. Failure to make timely payments for coverage will result in cancellation of coverage. For further information on workers' compensation leave, please contact the General Manager.

The Club will make every effort to return you to the same or similar position upon return from Workers' Compensation Leave; however, hours and job availability may vary.

### **Group Insurance**

The Club makes medical insurance coverage available for all full-time employees, and for part-time employees who work more than twenty (20) hours, after completion of your introductory period, as determined by the Board of Directors from year to year. You will be eligible to enroll on the first day of the month after successful completion of ninety (90) days of employment. The Club will pay the premium for full-time employees, and half of the premium for eligible part-time employees. Dependent coverage for spouses, dependents, and registered domestic partners will be paid by the employee. You will pay your share of the premiums through payroll deductions, except when you are on leave of absence you must pay by check monthly, in advance of the covered month, as directed by the General Manager.

For information regarding the continuation of your group insurance and payment of premiums during a leave of absence, contact the General Manager.

Upon termination, you will be covered through the end of the month, after that, you may be eligible to continue coverage through the COBRA program.

Our group insurance benefits may be altered or eliminated from time to time, depending upon changes that might take place in the insurance market, Further details and information regarding the group insurance program may be obtained from the General Manager.

### **Dress Code**

The Club will provide name tags and optional hats for all employees, and logo polo shirts, button-up long-sleeved shirts, and aprons for Social and Bar employees, Kitchen employees will be provided with aprons. All employees are expected to always keep their clothing clean and presentable, Kitchen, Social, and Bar employees are expected to provide and wear dark-colored pants with close-toed, non-skid shoes always.

Office employees are to wear casual business dress with nametags. Safe sandals are allowed.

Holiday and party events may allow a more festive appearance, approved by the General Manager in advance. The General Manager always reserves sole discretion to determine what attire is appropriate for the workplace. The General Manager's decision will be final.

### **Smoking**

Smoking is not permitted anywhere inside the facility; Smoking is not permitted within twenty (20) feet of any entrances to the building. Employees are not permitted to smoke in Club vehicles whether on or off the property, if you are visiting off-site locations, you must observe the no smoking rules on location. If you smoke during rest breaks, you must not smell smoke or tobacco when you return to the workplace.

### **Communications & Technology**

All Club communication services and equipment, including the messages transmitted or stored on them, are the sole property of the Club, The Club can and will access and monitor all employee communications and files, Communications equipment and services including mail, email, messaging, courier services, telephone systems, voicemail, personal computers, computer networks, online services, internet connections, computer files, video equipment, tape recordings, cell phones, and bulletin boards. As technology progresses, there will no doubt be additions included in the scope of the above.



All communications equipment and services are Club property and should only be used for Club business. All employees who have access to some or all the components of the system are expected to observe the following procedures:

- You may not use the Club communications system for personal business. Since the Club cannot be responsible for the loss of personal mail, you are encouraged not to use the Club mail service for incoming or outgoing mail. Using email or the internet to harass others or send and receive anonymous messages is expressly prohibited. You may not use the Club communications system for personal use unless you have obtained prior permission from the General Manager. You have no personal rights in any materials created, received, or sent through email or the Internet.
- You must not attempt to gain access to another employee's personnel file, email, or voicemail messages without the latter's express permission; however, the Club may do so at any time, with or without prior notice. If you wish to disclose your password to other Club employees for a Club business reason, you must first request authorization from the General Manager who will determine if disclosure is reasonable and if any restrictions should be placed on the access granted by that password.

The Club retains access to all files. System security features, including passwords and message delete functions, do not neutralize the Club's ability to access any message at any time. Management reserves the right to access and monitor at any time all Club computers, email, telephone calls, voice mail, text messages, or any other part of our present or future Club communications system. Therefore, you must not have any expectation of privacy in the contents of and your use of this or any other Club equipment.

You are not authorized to install any type of software on any Club computer without first obtaining the approval of the General Manager.

Access to computers and the internet during normal working hours is intended for business use, which may occasionally include limited "browsing" of commercial and entertainment websites to gain familiarity with search tools or to conduct research, but such use during normal working hours should be in connection with business activities or responsibilities. You are accountable for the content of all text, audio, or images that you send through the Club's systems. Improper use is not acceptable and will not be permitted. All web pages, documents, or messages created, sent, or retrieved over the Club's systems are the property of the Club and there is therefore no expectation of privacy in the use of Club systems.

Anyone found to be violating this policy will be subject to disciplinary action up to and including termination. The Club also reserves the right to advise appropriate legal authorities of any illegal activities.

## **Social Media**

Social media refers to blogs, forums, and social networking sites such as Facebook, Twitter, LinkedIn and YouTube, among others. Employees have the right to engage in personal social media activities to express their thoughts or promote their ideas if such activities are not performed during working hours unless directed by the General Manager for the benefit of the Club. Social media activities are not to be performed using Club computers or other electronic communications equipment, should not conflict with Club policies or business, or harm the goodwill or reputation of the Club.

Employees engaging in social media activities must comply with the following guidelines:

- Do not utilize personal social media outlets while on Club time or using Club property.
- Do not disclose confidential information to which you may have access.
- Do not include defamatory, harassing, or racially or sexually offensive material.
- Do not defame the Club, its activities, or any competitors.
- Do not use or reproduce any Club burgee, website link, or other Club distributed information without the approval of the General Manager
- Do not use the Club name in connection with the expression of any opinion or position.

Any employee posts must be those of the employee only and clearly not as a representative of the Club. Anyone posting information on such social media sites must be reminded that they are responsible for all such posts and that they can be sued regarding posts that are defamatory, proprietary, harassing, libelous, or pornographic.

Employees who wish to use social media to promote the efforts or initiatives of the Club must receive prior written approval for all such activity or posted content from the General Manager.

Violations of this policy may result in discipline up to and including termination.

## **Use of Communication Devices**

Because they create distractions and disrupt regular work routines, the use of personal communication devices should be kept to a minimum during work hours and in work areas, unless the Club has provided such device(s) to you for business use only.

You should not make, return, or receive calls on personally owned communication devices during work hours or in work areas. You may make, return, or receive such calls only in non-work areas during official breaks from work. All personally owned communication devices should be muted or turned off during work hours and in work areas.

Without prior approval from the General Manager, cell phone calls are not to be forwarded to business telephones. Phone calls from business telephones are not to be forwarded to personal cell phones.

There can be no excessive use of portable communication devices during the workday.

## **Camera Cell Phones, Cameras & Video Recording Devices**

Camera phones, cameras, and video recording devices may not be used by employees while on Club premises unless specifically directed by the General Manager for Club functions. Further, cameras, camera phones, and video recording devices may not be used to capture images of any Members, guests, or Club employees, confidential or Club trade secret information or to violate individual privacy rights. Unauthorized taking of pictures will result in discipline up to and including termination.

## **Club Provided Devices**

Unless otherwise authorized, Club-provided cell phones must be used only for business purposes. In addition, you should use a Club-provided cell phone only when a less costly alternative does not exist. You must fully reimburse the Club for any personal use of a Club-provided cell phone.

## **Use of Cell Phone While Driving**

The use of a cell phone or similar communications device while driving may present a hazard to the driver, other employees, and the public. Except in emergencies, employees who are driving a Club-owned, personal, or rental vehicle on Club business, or who are driving a Club-owned or Club rental vehicle for any purpose, must use hands-free devices with their cell phones or similar communications devices to make and receive telephone calls while driving. Employees under 18 years of age may not use cell phones for any purpose while driving.

Employees who are driving a Club-owned vehicle, personal or rental vehicle on Club business, or who are driving a Club-owned or Club rental vehicle for any purpose, cannot write, send, or read text messages, emails, or instant messages using any electronic wireless communications device while driving. Such electronic wireless communications devices include but are not limited to cell phones, laptop computers, and the like.

Violations of this policy will result in discipline, up to and including termination, and the imposition of monetary fines by law enforcement authorities.

### **Right of Inspection**

Although storage areas, desks, filing cabinets, vehicles, backpacks, boats, and Club property are made available to you for your convenience and to help you do your job, you should remember that these areas always remain the sole property of the Club. The Club reserves the right to inspect all Club property, as well as its contents, and all personal backpacks, purses, luggage, cars, and any personal belongings brought onto Club property by employees at any time it is deemed necessary or appropriate by management. Moreover, upon management's prior authorization, other employees may enter your desk or other Club property at any time in the performance of their job duties, for example, to attempt to locate documents.

The Club is not responsible for any articles that are placed or left in a locker, storage area, desk, filing cabinet, vehicle, or other Club property that is lost, damaged, stolen, or destroyed. Do not bring anything into the workplace that you would not want to lose.

You should also be aware that the Club reserves the right to monitor certain areas of the facility with security cameras.

### **Club Property**

You are expected to exercise due care in the use of Club property and to utilize such property only for authorized purposes. Negligence in the care and use of the Club property will result in disciplinary action, up to and including termination.

No Club supplies or property may be taken home without prior approval of the General Manager. Unauthorized use or removal of Club property from the premises, including unauthorized use of Club vehicles, is prohibited and will result in disciplinary action, up to and including termination.

Club property issued to you must be returned to the Club at the time of termination, or at any time when requested by the Club.

## **Solicitation**

Soliciting, collecting money, vending, and posting or distributing bills or pamphlets on Club property is prohibited without the General Manager's approval. These activities are closely supervised in order to prevent disruption of Club services and to avoid unauthorized implication of Club sponsorship or approval or undue pressure upon employees to make financial contributions. Violation of this policy will result in disciplinary action, up to and including termination.

## **Suggestions**

The Club encourages you to make suggestions regarding possible improvements in the Club's operating procedures. Suggestions should be submitted in writing to the General Manager for consideration.

## **Personnel & Payroll Information**

Your name, home address, telephone number, and personal email address are kept by the General Manager so that you can be reached in an emergency. Your contact information will not be released to anyone outside the Club without your written permission.

Your personnel file has restricted access. Only you, the General Manager, and management or its designated agents may have access. You are entitled to review the contents of your personnel file, but may not remove, alter, or mark upon any document in your file. You are entitled to receive copies of any document in your personnel file that you have signed. If you wish to review your personnel file, you must do so in the presence of the General Manager or that person's designee at a reasonable time. To set an appointment to review your personnel file, submit a written request to the General Manager

All payroll records are available to you through Paychex Flex or the current software in use. Ask your supervisor if you need access training.

## **Use of Vehicles on Club Business**

### **Personal Automobiles**

You may be required to use your personal automobile on Club business. However, you may not drive your personal automobile on Club business unless you have received permission from the General Manager. You must provide the Club with a copy of a current valid California driver's license and proof of insurance for at least the California statutory minimums. These must be kept current during your employment.

You may be reimbursed for the use of your automobile through mileage reimbursement at the prevailing rate per mile established by the Internal Revenue Service, as amended from time to time. To receive mileage reimbursement, you must log your mileage and submit an expense report for each month to the General Manager by the tenth (10th) of the following month to qualify for reimbursement.

The Club will not be responsible for any damages, parking tickets, insurance deductible, equipment violation citations, or moving violations incurred by, caused by, or happening to you while you are operating your car on Club business. By using your personal vehicle for Club business, you agree to be solely responsible for all such costs or damages.

### **Conflicts of Interest**

The Club recognizes your right to engage in lawful conduct during non-working hours away from our premises. However, a conflict of interest occurs when your private interests (and the private interests of your immediate family members) interfere with your responsibilities at the Club. You are expected not to place yourself or the Club in a position of conflict. If your lawful off-duty activities create a conflict of interest with the Club or prevent you from successfully performing your job duties, you will be asked to terminate the off-duty conduct in question or resign from your employment with the Club.

### **Gifts**

You may not give or accept cash or gifts of over one hundred dollars (\$100.00) in amount or value, any loans, any expensive entertainment, or anything else, as these might be expected to influence your conduct to or from Club Members or their families, business associates, vendors or other persons providing goods or services to the Club, or other employees or independent contractors of the Club, except as approved in writing in advance by the Board of Directors.

### **Club Business Expenses**

The Club will reimburse you for expenses incurred while performing your job duties for the Club. You must obtain the prior approval of the General Manager to incur such expenses. To be reimbursed for business-related expenses, submit receipts and proof of payment to the General Manager within thirty (30) days of incurring the expense.

Expenses incurred without the prior approval of the General Manager may result in a rejection of the receipt for payment.

If you are required to travel on behalf of the Club, contact the General Manager for further information regarding your travel arrangements and reimbursement of expenses.

### **Workers' Compensation**

You are covered by Workers' Compensation Insurance purchased by the Club. This insurance covers occupational illness and injury in accordance with the laws of the State of California. Eligibility for benefits under Workers' Compensation Insurance is effective on the date of hire.

Regardless of the nature or severity, all injuries incurred while on the job must be reported to the General Manager at once. The General Manager or other management personnel may refer you to a physician or a hospital.

Should your consumption of alcohol or use of illegal drugs be found to be the cause of an on-the-job injury, you may not be eligible for Workers' Compensation benefits.

The Club or its insurance carrier may not be liable for the payment of Workers' Compensation benefits for any injury that arises out of your voluntary participation in any off-duty recreational, social, or athletic activity that is not a part of your work-related duties.

The Club will retain you on an extended leave of absence for work-related disabilities until one of the following situations occurs:

1. You are released to return to work in your usual and customary occupation or into an alternate or modified position and the Club can accommodate you.
2. The Club receives medical evidence that you will be unable to return to work at any time in the future.
3. You resign or actually or constructively inform the Club that you do not intend to return to the Club's employ. If you fail to report for work on the day immediately following the expiration of an approved leave, you will be deemed to have voluntarily resigned.

The Club reserves the right to require an examination by a physician of its choice to determine your physical ability to start or remain on a medical leave status,

Although the Club is unable to guarantee reinstatement in all cases, if you return to work at the end of your leave of absence, you will be returned to your former position, if available, or will be offered the first available opening in a comparable position for which you are qualified, Exceptions may result if business conditions have necessitated a reduction in the labor force or other required changes.

If you are enrolled in the Club group health insurance plan at the time your leave begins, you must pay for the entire monthly premium for yourself and your dependents.

When you receive a COBRA notice, you must pay the entire cost of monthly premiums for yourself and your dependents plus an administrative charge for the remainder of your leave. If you do not return at the end of your leave, you may be able to continue your COBRA coverage.

Further information is posted on the Club bulletin boards or may be obtained from the General Manager.

### **First Aid**

Any injury requiring first aid or medical treatment should be brought to the immediate attention of the General Manager, if available, or to the nearest supervisor. First aid supplies are in the kitchen, the bathroom foyer and the Junior shed, and are available for emergency treatment of minor injuries, but employees suffering major physical disorders or illness on Club premises will be taken to the nearest available emergency treatment facility. Medical clearance is required from the General Manager for any employee who leaves the premises because of an occupational illness or injury.

### **Alcohol & Drug Abuse**

The Club has always maintained a strong commitment to providing a safe, efficient, and productive work environment. The Club wishes to ensure that all employees perform their duties safely and efficiently in a manner that protects their interests and those of their co-workers. In keeping with this commitment, the Club has a strict policy regarding the inappropriate use and possession of drugs and alcohol. This policy recognizes that employee involvement with alcohol or drugs, or misuse of legal or prescription drugs, can be extremely disruptive and harmful to the workplace. It can adversely affect the quality of work and performance of employees, pose serious safety and health risks to the user and others, and have a negative impact on work efficiency and productivity.

Accordingly, the Club requires all employees to report for work fit to perform their jobs and prohibits the use or possession of alcohol or illegal drugs, or misuse of legal or prescription drugs during their work shift. If you need to take a prescription drug that affects your ability to perform your job duties, you are required to discuss possible reasonable accommodations with your supervisor. All employees must adhere to the rules stated in this policy.



You may not use, possess, transfer, distribute, manufacture, or sell alcohol except to the extent alcohol is sold or served by the Club, to Club Members and guests, or any illegal drug while on duty, while on on-call status, or while operating a vehicle or potentially dangerous equipment that is owned or leased by the Club. In addition, you may not report for work, begin work, or remain on duty or on-call status while under the influence of, or impaired by, any illegal drug or alcohol, or impaired by a legal or prescription drug sufficiently to create a danger in the workplace or inappropriately inhibit your ability to perform the job. For purposes of this policy, a drug will be considered an "illegal drug" if its use is prohibited or restricted by law. If the drug potentially causes impairment to you in the workplace, or if you improperly use or possess the drug, you may be subject to discipline up to and including termination.

You may be subjected to drug and alcohol testing if the Club or General Manager has a reasonable suspicion that you are under the influence of drugs or alcohol during scheduled work hours or if you are involved in an accident during your work shift that causes damage to property or injury to persons. You may be asked to submit to a medical examination at a laboratory designated and paid for by the Club, to test for the presence of drugs and/or alcohol, and to agree in writing to allow the results of those tests to be furnished to and used by the Club. Examples of on-the-job conduct that might create a reasonable suspicion include but are not limited to slurred speech, erratic behavior, and loss of balance and coordination.

It is essential that all employees comply fully with this policy. If you refuse to be tested or agree and then test positive or are in violation of any portion of this policy, you will be subject to disciplinary action up to and including termination.

## **Workplace Violence**

Any acts or threats of physical violence, including intimidation, harassment, and/or coercion that involve or affect the Club or that occur on Club property will not be tolerated.

Acts or threats of violence include conduct that creates a hostile, abusive, or intimidating work environment for one or more Club employees. Examples of workplace violence include, but are not limited to, the following:

- All threats or acts of violence occurring on Club premises, regardless of the relationship between the Club and the parties involved in the incident.
- All threats including but not limited to threats made online or the internet or acts of violence occurring off the Club premises involving someone who is acting on behalf of the Club.

- All threats or acts of violence occurring off the Club premises involving an employee of the Club if the threats or acts affect the legitimate interests of the Club.
- Any acts or threats resulting in the conviction of an employee or any other representative of the Club under any criminal code provision relating to violence or threats of violence, which adversely affect the legitimate interests of the Club.

Specific examples of conduct that may be considered threats or acts of violence include but are not limited to the following:

- Hitting or shoving an individual
- Threatening to harm an individual or his or her family, friends, associates, or property.
- The intentional destruction or threat of destruction of Club property
- Harassing or threatening phone calls
- Unauthorized surveillance or stalking

Violations of this policy by any individual on Club property, by any individual acting as a representative of the Club while off Club property, or by any individual acting off Club property when his or her actions affect the Club's business interests will not be tolerated and will lead to disciplinary action up to and including termination and/or legal action as appropriate. No provision of this policy shall alter the at-will nature of your employment relationship at the Club.

You have a responsibility to report incidents of threats or acts of violence to the General Manager immediately. State, federal, or other applicable laws may impose additional reporting obligations.

### **Weapons**

You are absolutely prohibited from using, possessing, selling, or purchasing weapons or dangerous materials at any time on Club premises, during work hours, or while representing the Club or conducting Club business anywhere. Likewise, you may not bring weapons or dangerous materials onto the Club premises in your car, bag, or other personal belongings. If you report to work with a weapon or other dangerous material, or if you are found to be in possession of a weapon or other dangerous material while at work, you will be subject to disciplinary action up to and including termination.

### **Open Door Policy**

Suggestions for improving the Club's policies, practices, and procedures are always welcome. At some time, you may have a complaint, suggestion, or question about your

job, your working conditions, or the treatment you are receiving. Your good-faith complaints, questions, and suggestions are important to the Club.

If you have an issue that concerns you, please talk to the General Manager. If you feel that your concern has not received appropriate attention, you may then raise the issue with the Bridge. We cannot guarantee that every problem will be resolved to your satisfaction; however, the Club values your observations and wants you to feel free to raise issues of concern, in good faith, without the fear of retaliation.

## **Arbitration**

The Club is committed to providing a work environment where employees are treated fairly and in accordance with all applicable laws. However, there may be times during or after your employment when you believe that you have a legal claim arising from your employment with the Club. In that case, it is in the best interests of both you and the Club to have that dispute resolved fairly and expeditiously.

Therefore, you agree to submit any claims arising from your employment with the Club to final and binding arbitration, unless such arbitration is prohibited by governing law. While you receive a copy of this Employee Manual, you will also be given an Arbitration Agreement, which you will be asked to review, sign, and return to the General Manager.

## **Conclusion**

In this handbook, we have given you an outline of the Club's major policies, procedures, and benefits. If you have questions about the material covered in this handbook or about anything concerning your employment with the Club, please discuss these questions with the General Manager.

## **Acknowledgment of Receipt**

I acknowledge that I have received a copy of the Employee Handbook, have read the handbook, and am familiar with the contents therein. I agree to follow the guidelines, policies, and amendments contained in the handbook. It is specifically agreed that the handbook is for informational purposes only and is not a contract for or a guarantee of employment or continuing employment. I further understand that the Club has the right to revise the policies and procedures in this handbook at any time. Any such revisions must be in writing. No statements, representations, or actions of any employee or principal of the Club will modify these policies and procedures unless they are in writing.

I also acknowledge and understand that, unless I am advised in writing otherwise, I am an at-will employee of the Club whose employment is for no definite length of time. This

means that the terms and conditions of my employment may be changed with or without cause at any time and without prior notice. It also means that I may leave my employment with or without cause at any time and without prior notice.

I understand and acknowledge that this constitutes the entire agreement between me and the Club regarding my at-will employment status and that it supersedes and replaces any prior written, oral, or implied agreements concerning this subject. I further acknowledge that this at-will relationship cannot be modified or changed during my employment except by a specific written agreement between me and the Club, signed by the General Manager.

I understand and acknowledge that the Club has a no-tolerance policy against harassment. I have reviewed and understand the policy against harassment and reporting harassment policies contained in this handbook and agree to abide by those policies and to immediately report any incident of harassment against me or any other person working for or related in any way to the Club.

I understand and acknowledge the Club's policies on communications systems, social media, and the use of communication devices contained in this handbook. I understand that all electronic and media communications equipment provided to me by the Club or used by me to perform my job duties remain the sole property of the Club. I further understand and acknowledge that I have no right to privacy in the work product, data, messages, or communications sent to or from me, in the course of my work for the Club or related in any way to the Club. I understand that the Club may review my sent and received emails, voicemail, text messages, internet activity, and any other use of electronic storage, media, or communications by me at any time.

I have been shown where the current California State Labor Law posters are located and have read, comprehended, and understand my rights as an employee in the State of California.

### **Arbitration Agreement**

Although Ventura Yacht Club (the "Club") hopes that employment disputes will not occur, the Club believes that where such disputes do arise, it is in the mutual interest of everyone involved to handle them pursuant to the complaint process outlined in the Employee Manual and then, if necessary, binding arbitration, which generally resolves disputes quicker than litigation and with a minimum of disturbance to all parties involved.

The Club and the undersigned employee hereby agree that any dispute with any party that may arise from the employee's employment with the Club or the termination of the employee's employment with the Club shall be resolved by mandatory, binding arbitration before a retired judge. This binding arbitration also includes disputes with Club affiliates, successors, and other employees when related to the employee's employment.

This Arbitration Agreement does not cover the following claims:

- Claims for wages, bonuses, vacation pay, harassment, discrimination, or any other claims presented to an administrative agency such as the Equal Employment Opportunity Commission (EEOC) or Federal Wage and Hour Division, or any equivalent state administrative agency. If any such claim is removed for any reason from the administrative agency's jurisdiction, the parties must then submit to binding arbitration pursuant to the Agreement. However, the employee may utilize arbitration prior to filing a claim with one of these agencies.
- Workers' Compensation benefits
- Unemployment compensation benefits
- Claims based upon any Club employee benefit and/or welfare plan that contains an appeal procedure or other procedure for the resolution of disputes under the plan.
- Claims based on the National Labor Relations Act

The arbitration requirement applies to all statutory, contractual, and/or common law claims arising from employment with the Club, including but not limited to the following:

- Claims that could be asserted in court, including breach of any express or implied contract or covenant, tort claims, claims for retaliation, discrimination, or harassment of any kind including claims based on sex, pregnancy, race, national or ethnic origin, age, religion, creed, marital status, sexual orientation, mental or physical disability or other characteristics protected by law. This includes claims under Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the federal Fair Labor Standards Act, the California Labor Code, or any other federal or state statute covering these subjects.
- Claims for violation of any statutory leave law, including the federal Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), California Paid Family Leave (PFL), or related state statute.
- Violations of confidentiality or breaches of trade secrets

- Violation of any other federal, state, or other governmental law, statute, regulation, or ordinance, whether based on statute or common law. It also covers any claims made against the Club or any of its subsidiary or affiliated entities, or its officers, directors, or employees for any matters arising out of any of the above claims.

Binding arbitration under this Agreement shall be conducted in accordance with any applicable state statutes providing for arbitration procedures. Alternatively, if no such state statutes exist, then the arbitration shall be conducted pursuant to the rules of the American Arbitration Association for employment law disputes. An arbitrator, who shall be a retired superior or appellate court judge, shall be chosen by agreement of the parties, or pursuant to the procedures of the American Arbitration Association, or any local dispute resolution service administered by the Superior Court of the county in which the dispute arose. Any dispute with any party that arises from the employee's employment with the Club or termination of employment with the Club must be submitted to binding arbitration within the applicable statute of limitations prescribed by law. Except for a filing fee that shall not exceed the cost to file a comparable claim in state or federal court, the Club shall pay the fees and costs of the Arbitrator and each party shall pay for its own costs and attorneys' fees. However, the Arbitrator may award costs and/or attorneys' fees to the prevailing party to the extent permitted by law. The parties will be permitted to conduct discovery as provided by the applicable state statute. In the absence of any such statute, the parties shall follow the discovery procedures set forth by the American Arbitration Association. Within thirty (30) days of the conclusion of the arbitration, the Arbitrator shall issue a written opinion setting forth the factual and legal basis for his or her decision. The Arbitrator shall have the power and discretion to award to the prevailing party any costs or fees associated.

I acknowledge that I have carefully read this Arbitration Agreement and understand and agree to its terms. I have entered into this Arbitration Agreement voluntarily and have not relied upon any promises or representations other than those contained herein. I understand that I am giving up my right to a jury trial by entering into this Arbitration Agreement. I understand that this Arbitration Agreement does not change my at will employment status with the Club.

## **ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK AND ALL CONTENTS AND POLICIES THEREIN**

I, \_\_\_\_\_, acknowledge that I have received a copy of the Employee Handbook, have read the Handbook, and am familiar with the contents therein. I agree to follow the guidelines and policies contained in the Handbook and any amendments to the Handbook. It is specifically agreed that the Handbook is for informational purposes only and that it is not a contract for, or a guarantee of, employment or continuing employment. I further understand that the Club has the right to revise the policies and procedures in this Handbook at any time. Any such revisions must be in writing. No statements, representations, or actions of any employee or principal of the Club will modify these policies and procedures unless they are in writing.

I also acknowledge and understand that, unless I am advised in writing otherwise, my employment is for no definite period, and I am an at-will employee of the Club. This means that my terms and conditions of employment may be changed with or without cause. It also means that I may leave my employment at any time and the Club may terminate my employment at any time, with or without cause, and without any prior notice.

I understand and acknowledge that this constitutes the entire agreement between me and the Club regarding my at-will employment status, and that it supersedes and replaces any prior written, oral, or implied agreements concerning this subject. I further acknowledge that this at-will relationship cannot be modified or changed during my employment except by a specific written agreement between me and the Club, signed by the Club Manager.

I understand and acknowledge that the Club has a no-tolerance policy against harassment. I have reviewed and understand the Policy Against Harassment and Reporting Harassment policies contained in this Handbook, and I agree to abide by those policies and to immediately report any incident of harassment against me or any other person working for or related in any way to the Club.

I understand and acknowledge the Club's policies on Communications Systems, social media, and Use of Communication Devices contained in this Handbook. I understand that all electronic and media communications equipment provided to me by the Club or used by me to perform my job duties remains the sole property of the Club. I further understand and acknowledge that I have no right of privacy in the work product, data, messages, or communications sent to or from me, in the course of my work for the Club

or related in any way to the Club. I understand that the Club may review my sent and received emails, voicemail, text messages, internet activity, and any other use of electronic storage, media, or communications by me at any time.

I understand that all documents and information regarding the Club's business and the names, addresses, and specialized requirements of the Club's Members are highly confidential and constitute proprietary information. During employment with the Club or at any time thereafter, I may not use or disclose such proprietary information to any person, firm, company, or corporation for the personal benefit of myself or the benefit of any person, firm company, or corporation other than the Club.

I understand that although Ventura Yacht Club (the "Club") hopes that employment disputes will not occur, the Club believes that where such disputes do arise, it is in the mutual interest of everyone involved to handle them pursuant to the complaint process outlined in the Employee Manual and then, if necessary, binding arbitration, which generally resolves disputes quicker than litigation and with a minimum of disturbance to all parties involved.

I have read and understand the Arbitration Agreement included in the Employee Handbook and agree to abide by all the terms and conditions included therein.

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General Manager Signature

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Date

---

General Manager Printed Name

---

Employee Signature

---

Date

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Employee Printed Name

*Employee Copy*



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I have read and understand the Arbitration Agreement included in the Employee Handbook and agree to abide by all the terms and conditions included therein.

\_\_\_\_\_  
General Manager Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
General Manager Printed Name

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Printed Name

*Employer Copy*