



SPHM  
HOSPITALITY

EMPLOYMENT POLICIES



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Series 200

# Employment Policies

**Subject: Equal Opportunity**

**P-200.01**

**A. Policy.** It is the policy of the club to comply with the requirements of Title VII of the Civil Rights Act of 1964, commonly referred to as Equal Employment Opportunity.

**B. Discussion**

1. The Civil Rights Act requires employers to provide equal employment opportunities and not to discriminate on the basis of race, color, religion, age, sex, national origin, disability, or veteran status. This policy covers all aspects of the employment relationship, including hiring, training, promotion, job assignments, compensation, discipline, termination and application of all of the club's policies, procedures and benefits.
2. The club fully supports this requirement. Not only is it the law, but it also makes good business sense to ensure access to the most qualified individuals available for any position without regard to race, color, religion, age, sex, national origin, disability, or veteran status.
3. All actions such as recruiting, hiring, training, disciplining, evaluation, promotion, and administering any and all personnel actions are done without regard to race, color, religion, age, sex, national origin, disability, or veteran status.
4. All employees are required to fully support this policy.

**Subject: Employment-at-Will**

**P-200.02**

- A. Policy. It is the policy of the club that all employment is considered to be Employment-at-Will.
- B. Discussion.
  - 1. Employment-at-Will means that during the course of an individual's employment, he is free to leave the club at any time for any reason, and the club reserves a similar right. Thus, both the individual and the club have the right to terminate an individual's employment at any time, with or without advance notice, and with or without cause.
  - 2. No one other than an officer of the club has the authority to alter this arrangement.
    - a. Management and supervisory staff are not to make representations to employees or applicants concerning the terms or conditions of employment which are not consistent with this policy.
    - b. No statements made in pre-hire interviews or discussions are to alter the at-will nature of employment or imply that discharge will occur only for cause.
    - c. This policy may not be modified by any statements made in the Directives Database or any other employee handbooks, employment applications, training material, memorandums, or other material provided to employees in connection with their employment.
  - 3. Successful completion of the introductory period or conferral of full time or part time designation does not change the employee's at-will status or in any way restrict the club's right to terminate such an employee or change the terms or conditions of employment.

**Subject: Employment Agreements**

**P-200.03**

- A. Policy. It is the policy of the club that no manager, department head, or supervisor has the authority to enter into employment agreements with employees or alter the employment at-will status of employees.
- B. Discussion
  - 1. No one, other than an officer of the club, has the authority to alter the employment-at-will status of any employee.
  - 2. No one, other than an officer of the club may enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the employment-at-will policy of the club.

**Subject: Employment Status**

**P-200.04**

- A. Policy. It is the policy of the club that eligibility for benefits is based upon an employee's employment status.
- B. Discussion. An employee's employment status is determined by the number of hours worked.
  - 1. Full Time – Employees who work not less than 35 hours per week on a continuous basis and employment is anticipated to last 11 months or more.
  - 2. Part Time – Employees who work less than 35 hours per week on a continuous basis and employment is anticipated to last 11 months or more.
  - 3. Seasonal – Employees whose employment is expected to last less than 11 months regardless of the number of hours worked per week.

**Subject: Introductory Period****P-200.05**

A. Policy. It is the policy of the club that new employees are considered to be in an introductory period for the first 90 days of their employment.

B. Discussion

1. During the introductory period the club and the employee have the opportunity to determine whether they are compatible.
2. New employees are not eligible for vacation days during the introductory period, although the computation of this benefit will relate back to the original date of hire once the employee has completed the introductory period. See [Vacation Pay] for more information.
3. A new employee's performance and suitability for his position will be strictly reviewed during the introductory period. The club has the sole discretion to extend the introductory period when it determines that an extension is necessary or appropriate.
4. Following the introductory period, salaries and wages are reviewed annually. Positive performance reviews do not necessarily guarantee an increase. See [Annual Compensation Review] for more information
5. Completion of the introductory period does not in any way alter the employment-at-will relationship between the club and the employee. See [Employment-at-Will] for more information.
6. Full Time and Part Time employees will receive a performance review before the end of the introductory period. See [Performance Reviews] for more information. Prior to the completion of the introductory period, supervisors have three options:
  - a. Terminate the employee if his performance is unsatisfactory and will probably not improve. This must be done before the 90-day introductory period is completed.
  - b. Extend the introductory period for up to 60 days if his performance does not meet our standards but probably would with additional training and/or counseling.
    - (1) The decision to extend the introductory period must be communicated to the employee in writing, giving the date to which the introductory period is extended, and the reasons for the extension. This notification may be done on the performance review form itself or in a Notice of Extended Introductory Period, [CRI Form 126].
    - (2) In either case, the Personnel Administrator must be given a copy of the review or notice to document the extension.
    - (3) When an employee's introductory period is extended, eligibility for benefits is

postponed until successful completion of the introductory period.

- c. Notify the Personnel Administrator, by means of the employee's satisfactory performance review, that he has completed his introductory period.

**Subject: Pre-Hire Screening****P-200.06**

- A. Policy. It is the policy of the club that all prospective employees are carefully screened prior to employment.
- B. Purpose. The purpose of the pre-hire screening is to determine the absence or presence of alcohol or illegal drugs, the employee's physical suitability for the position, and the accuracy of information provided on applications and during pre-employment interviews.
- C. Discussion
  - 1. Applicable screenings:
    - a. Full and part time employees are subject to the following screenings:
      - (1) Physical exam,
      - (2) Drug screening. See [Alcohol and Drug Policy] for more information, and
      - (3) Background check, which may include all or part of the following:
        - (a) employment history verification,
        - (b) Department of Motor Vehicle records check (if position requires driving),
        - (c) criminal records, and
        - (d) work references.
    - b. Seasonal employees are subject only to the Drug Screening and Background Checks, unless the position for which they are being hired requires heavy lifting, i.e., more than 40 pounds. In such cases, seasonal employees will also be required to undergo the Physical Exam.
    - c. Certain positions may require a valid driver's license, and/or technical or professional certifications.
  - 2. Employment offers to external applicants are conditional on the applicant's ability to pass all required screenings, including the Drug Screening. Offers to existing employees to transfer to another position within the club may be made conditional on the ability to pass an alcohol and drug test in the same manner as external applicants for employment. See [Conditional Employment Offers] for more information.
  - 3. A check will also be made for a valid driver's license for all employees employed in positions requiring driving a motorized vehicle to include golf carts and lawn mowers.

4. Should an employee take an unpaid leave of absence of more than 90 days, he or she will be required to take another physical exam and drug screening before returning to work. This requirement is waived for an employee who is on a leave of absence of 90 days or less.
5. Former employees who are rehired within 90 days of their termination will not need to take another physical exam and drug screening; those rehired after 90 days will.
6. All employees are reminded that the club may require random drug testing at any time.

**Subject: Conditional Employment Offers**

**P-200.07**

A. Policy. It is the policy of the club that all offers for employment to external applicants are conditional upon successful passing of all pre-hire screenings. Offers to employees transferring from one position to another within the club may be conditional upon successful completion of the Drug Screening.

B. Discussion

1. Employment offers to external applicants are conditional on the applicant's ability to pass all required screenings, including the Drug Screening. Failure to pass the Drug Screening or any tampering with the test or test results will result in ineligibility for employment and termination of the conditional employment offer. The recipient of a conditional employment offer will be required to sign an Alcohol and Drug Testing Authorization, [SPHM Form 101] prior to testing.
2. Offers to existing employees to transfer to another position within the club may be made conditional on the ability to pass an alcohol and drug test in the same manner as external applicants for employment. The applicant for transfer will also be required to sign the Alcohol and Drug Testing Authorization prior to testing.

**Subject: Legal Status to Work****P-200.08**

A. Policy. It is the policy of the club to abide by all laws regulating the legal status of aliens to work in the Indonesia.

B. What Every Employer Should Know about Employment Eligibility Verification

1. The Immigration Reform and Control Act require all employers to verify the employment eligibility and identity of all employees hired to work in the United States after November 6, 1986. Employers are required to complete Employment Eligibility verification forms (I-9) for all employees, including citizens.
2. Every employer must have a Form I-9 in its files for each new employee, unless:
  - a. The employee was hired before November 7, 1986 and has been continuously employed by the same employer since that time.
  - b. Services are provided by an independent contractor (i.e., they are not employees, but rather, self-employed, independent business entities in a position to make a profit or loss based upon how they manage their own independent enterprise).
3. Employers should not waste time getting I-9 information on all job applicants – this information is only required for those who are actually hired. However, remember that the law requires employers to verify the I-9 information by the end of the third day of a worker's employment.
4. Employers are not required to keep copies of documents a new hire presents for the I-9 form; however, keeping copies will help a company show that it tried in good faith to verify the identity and work authorization of their employees. (The club requires that copies be made of all documents presented to establish employment eligibility and identity.)
5. I-9 records must be kept for three years after the date of hire, or for one year after the employee leaves, whichever is later. Many employment attorneys recommend that their employer clients keep this and all other employment records for seven years after an employee leaves in order to exhaust all statutes of limitations for various employment-related causes of action.

C. What Do We Do with I-9 Forms Once They're Completed?

1. Unlike tax forms, for example, I-9 forms are not filed with the federal government. The requirement is for employers to maintain I-9 records in their own files. This means that Form I-9 needs to be retained for all current employees, as well as terminated employees whose records remain within the retention period.
2. Form I-9 records may be stored at any location as long as they can be retrieved and provided for official inspection within three days.
3. Immigration law neither requires nor prohibits storing a private employer's I-9 records in employee personnel files.

- D. **Discrimination Prohibited.** The law protects certain individuals from unfair immigration-related employment practices by an employer, including being refused employment based on a future expiration date of a current employment authorization document.
- E. **What is an Employee's Responsibility Regarding Form I-9?**
  - 1. A new employee must complete Section 1 of Form I-9 no later than close of business on his or her first day of work. The employee's signature holds him or her responsible for the accuracy of the information provided.
  - 2. The employer is responsible for ensuring that the employee completes Section 1 in full. No documentation from the employee is required to substantiate Section 1 information provided by the employee.
- F. **What is an Employer's Responsibility Regarding Form I-9?**
  - 1. The employer is responsible for ensuring completion of the entire form. No later than close of business on the employee's third day of employment, the employer must complete Section 2 of the Form I-9.
  - 2. The employer must review documentation presented by the employee and record document information on the form. Proper documentation establishes both that the employee is authorized to work in the United States and that the employee who presents the employment authorization document is the person to whom it was issued. The employer should supply the employee with the official list of acceptable documents for establishing identity and work eligibility; this list is contained on the I-9 itself. The employer may accept any List A document, establishing both identity and work eligibility, or a combination of a List B document (establishing identity) and a List C document (establishing work eligibility) that the employee chooses from the list to present.
  - 3. The employer should examine the document(s) carefully and accept them if they reasonably appear to be genuine and to relate to the employee who presents them. Requesting more or different documentation than the minimum necessary to meet this requirement may constitute an unfair immigration-related employment practice.
  - 4. If the documentation presented by an employee does not reasonably appear to be genuine or relate to the individual who presents them, employers must refuse acceptance and ask for other documentation from the list of acceptable documents that meet the requirements. An employer should not continue to employ an individual who cannot present documentation that meets the requirements.
- G. **What about the Authenticity of Documents?** Fortunately, employers are not required to be document experts. In reviewing the authenticity of the documents, employers are held to a standard of "reasonableness." An employer who receives a document that appears not to be genuine may request assistance from the nearest immigration field office or contact the Office of Business Liaison.
- H. **Discovering False Documentation.** False documentation includes documents that are counterfeit or those that belong to someone other than the individual who presented them. Occasionally, an employee who initially presented false documentation to gain employment later obtains proper work

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authorization. In such a case, immigration law does not require the employer to terminate the employee's services. However, the club does require employees who falsify their application to be terminated.

I. Photocopies of Documents. There are two separate and unrelated photocopy issues in the employment eligibility verification process.

1. The first one is whether an employer may accept photocopies of identity or employment eligibility documents to fulfill the I-9 requirements. The answer: Only original documents (not necessarily the first document of its kind ever issued to the employee, but an actual document issued by the appropriate authority) are satisfactory, with the single exception of a certified photocopy of a birth certificate.
2. The second issue is whether the employer may or must attach photocopies of documents submitted to satisfy I-9 requirements to the employee's Form I-9. The answer: This is permissible, but not required. If an employer undertakes this practice, it must be consistently applied to every employee, without regard to citizenship or national origin.

J. Official Inspection of I-9 Forms. Upon request, all I-9 forms subject to the retention requirement must be made available in their original form or on microfilm or microfiche to an authorized official of Citizenship and Immigration Services, the Department of Labor and/or the Justice Department's Office of Special Counsel for Unfair Immigration-Related Employment Practices. The official will give an employer at least three days advance notice before the inspection takes place. Original documents (as opposed to photocopies) may be requested.

K. Acceptable Documents. This act also requires prospective employees to present documents proving their identity and authorization to work. This requirement may be met by the employee furnishing:

1. One item from the following list of documents that establish both identity and employment eligibility:
  - a. Passport (unexpired or expired).
  - b. E-KTP (Electronic Identity Card)
  - c. Certificate of Naturalization.
  - d. Unexpired foreign passport with stamp or attached INS Form indicating unexpired employment authorization.
  - e. Alien Registration Receipt Card with photograph.
  - f. Unexpired Temporary Card.
  - g. Unexpired Employment Authorization Card.
  - h. Unexpired Reentry Permit.
  - i. Unexpired Refugee Travel Document.
  - j. Unexpired Employment Authorization Document issued by the INS which contains a photograph.
2. Or, one item from the following list which establishes identity AND one item from the list under paragraph 2.a.(3) below that establishes employment eligibility:

- a. Driver's license or ID card issued by a State or outlying possession of the Indonesia provided it contains a photograph or information such as name, date of birth, sex, height, eye color, and address.
- b. ID card issued by Dinas Kependudukan & Catatan Sipil, or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, sex, height, eye color, and address.
- c. School ID card with a photograph.
- d. Voter's registration card.
- e. For persons under age 18 who are unable to present a document listed above:
  - 1) School record or report card.
  - 2) Clinic, doctor, or hospital record.
  - 3) Day -care or nursery school record.

3. Documents that establish employment eligibility:

- a. Social Security card issued by the Social Security Administration (other than a card stating it is not valid for employment)
- b. Certification of Birth Abroad issued by the Catatan Sipil.
- c. Original or certified copy of a birth certificate issued by a Catatan Sipil.

4. Employers cannot specify which document(s) they will accept from an applicant.

5. Because of the prevalence of false documents, the Personnel Administrator is warned to look closely at all documents supplied. If there is any doubt about the validity of any document, contact the nearest immigration field office.

6. As part of the employment paperwork, all prospective employees are required to complete and sign the Immigration and Naturalization Service.

**Subject: Hiring**

**P-200.09**

- A. Policy. It is the policy of the club to follow established procedures when hiring employees.
- B. Discussion
1. Supervisors who need to fill a vacant position will submit a Personnel Requisition, [SPHM Form 127], to the Personnel Administrator with the draft wording of any advertisement for the opening.
2. The Personnel Administrator will:
  - a. Post a “Position Opening Notice” on bulletin boards throughout the club to alert employees to the position opening, and
  - b. Place any necessary ads in local papers.
3. Applicants will fill out applications.
4. Supervisors who have already recruited an individual should provide the recruit’s application to the Personnel Administrator or send the recruit to the Personnel Administrator to fill out an application.
5. Supervisors will interview applicants, asking only the appropriate questions listed in [Appropriate Hiring Questions]. After the interview the supervisor will check references using the Applicant Reference Check, [SPHM Form 108], noting the comments of all references.
6. Once the supervisor has made his selection, he should fill out a Personnel Data Sheet (PDS), [SPHM Form 104], providing all pertinent data and submit it to the Personnel Administrator.
7. All employment offers are contingent upon:
  - a. The applicant successfully completing all required pre-hire screenings. See [Pre-Hire Screening] for more information, and
  - b. The applicant’s legal status to work in the United States. See [Legal Status to Work] for more information.

**Subject: Alcohol and Drug Policy****P-200.10**

A. Policy. It is the policy of the club not to tolerate or condone the use of illegal drugs or the abuse of alcohol or legal drugs on the part of our employees, nor will it tolerate or condone any employee behavior on or off the job that adversely affects job performance, threatens health or safety in the workplace, or damages the club's reputation and professional standing.

B. Background

1. Use of illegal drugs and the abuse of alcohol and legal drugs are among the greatest problems facing our society today. The nationwide impact of drug and alcohol use and abuse in the workplace is estimated to exceed \$30 billion annually. This staggering amount only measures lost productivity and quality; it does not put a dollar value on personal pain and suffering. Use of illegal drugs and abuse of alcohol or legal drugs have an adverse effect on job performance, create dangerous situations, and serve to undermine our members' and the community's confidence in us.
2. The club is concerned about the well-being of our employees. We are equally concerned that our hard-earned reputation and positive image not be compromised in any way.

C. Definitions

1. Alcohol Beer, wine, liquor, or any other beverage or substance containing at least one-half of one percent (0.5%) alcohol by volume.
2. Drug Any substance capable of altering a person's mood, perception, pain level, or judgment, including inhalants.
3. Legal drug Any prescription drug or over-the-counter drug.
4. Illegal drug Any drug or controlled substance, the manufacture, distribution, purchase, sale, possession, or use of which is unlawful under any Federal, State, or local law, regulation, or ordinance. Illegal drugs include, but are not limited to, any legal drug which has been obtained illegally, for which a valid prescription is required and lacking, or which is being used in violation of the terms of a valid prescription.
5. Impairment Being unable, as a result of alcohol or a drug, to perform work in a safe and effective manner or being in a physical or mental condition that creates a risk to the health, safety or well-being of any person or of damage to any property.
6. Reasonable cause A belief that a person is or has been using, misusing, or abusing alcohol, legal or illegal drugs, where the belief is based on the appearance, behavior,

speech, odor or other observation or characteristic of the person suspected, including, but not limited to:

- a. observing any conduct that violates this policy;
- b. observing the physical symptoms of being under the influence of alcohol or drugs, such as slurred speech, unsteady gait or alcohol odor;
- c. abnormal conduct or erratic behavior;
- d. arrest or conviction for a drug-related offense; or
- e. safety accidents, incidents where safety precautions were violated, or any other situation or circumstance where reasonable care was lacking.

#### D. Discussion

1. Violations of Policy. The following actions or events constitute a violation of the club's Alcohol & Drug Policy:

- a. The manufacture, distribution, purchase, sale, negotiation for purchase or sale, possession or use of any illegal drug at any time or place, whether on or off duty, whether on or off the property of the club, is prohibited and will result in discipline up to and including discharge.
- b. Any use, misuse, or abuse of alcohol or any legal drug at any time or place that results in impairment while on duty, or otherwise has or may have an adverse effect on job performance, as determined by the club in its discretion, is prohibited and will result in discipline up to and including immediate discharge.
- c. Any use of a legal drug that results or may result in impairment or otherwise has or may have an adverse effect on job performance must be reported by the employee to his or her supervisor. Appropriate temporary changes in job responsibilities may be necessary in this situation.
- d. The use or possession of alcohol while on duty or on the club's property is prohibited and will result in discipline up to and including discharge.
- e. The use, possession or serving of alcohol at any activity or event sponsored in whole or in part by the club, or that takes place on club property, must be approved in writing in advance by the club.

2. Covered Employees. All current and prospective employees of the club are subject to screening under this Alcohol and Drug Policy.

Testing Circumstances

- a. The club reserves the right to enforce this policy by appropriate testing, which may occur at the request of the General Manager under any of the following circumstances:
  - (1) Pre-Employment and Pre-Transfer Testing
    - (a) Employment offers to external applicants are conditional on the applicant's ability to pass an alcohol and drug test. Failure to pass the test or any tampering with the test or test results will result in ineligibility for employment and termination of the conditional employment offer. The recipient of a conditional employment offer will be required to sign an Alcohol and Drug Testing Authorization, [SPHM Form 101], prior to testing.
    - (b) Offers to existing employees to transfer to another position within the club may be made conditional on the ability to pass an alcohol and drug test in the same manner as external applicants for employment. The applicant for transfer will be required to sign the Alcohol and Drug Testing Authorization, [SPHM Form 101], prior to testing.
  - (2) Reasonable Cause Testing. If the club determines that reasonable cause exists with respect to an employee, the employee may be required to submit to an alcohol and drug test. The employee will be required to sign the Alcohol and Drug Testing Authorization, [SPHM Form 101], prior to testing.
  - (3) Accident and Injury Testing. If an employee is involved in an accident or is injured while on duty or on club property, or if the accident or injury is otherwise determined by the club to be work- or workplace-related, the employee may be required to submit to an alcohol and drug test.
  - (4) Random Testing. If, at the sole discretion of the club, it is deemed advisable to determine that employees are free of alcohol and illegal drugs, random alcohol and drug testing may be conducted. Such testing may be required of any randomly-selected individual or group of employees, up to and including all of the employees assigned to a particular function or facility. Testing may also be performed during medically-related events, such as periodic medical examinations. The employee will be required to sign the Alcohol and Drug Testing Authorization, [SPHM Form 101], prior to testing.
- b. The club may use any lawful method of investigation or testing deemed necessary to determine whether a violation of this policy has occurred.

4. Substances for which Testing May be Done. The club may conduct screening tests for alcohol and legal or illegal drugs as defined above.

**5. Testing Procedures**

- a. The club makes use of urinalysis testing for the presence of drugs and breathalyzer testing for the presence of alcohol during accident investigations. All alcohol and drug testing will be carried out, and all samples or specimens will be analyzed, in accordance with applicable law. The club will use reasonable efforts to carry out all aspects of alcohol and drug testing with discretion and with appropriate regard for the privacy of persons involved.
- b. If testing yields an initial positive result, the specimen will be re-tested. An employee who tests positive for alcohol or illegal drugs may be suspended with or without pay until the results of the re-test are obtained. An employee with initial positive test results will be taken off suspension and reinstated with all pay due if it is determined that the initial test results were inaccurate and the employee did not otherwise violate this policy.
6. **Adverse Consequences of Refusal to Test.** Any employee or prospective employee who refuses to submit to testing under this policy is subject to discipline up to and including discharge, or, in the case of applicants, the termination of any conditional offer of employment and of any further consideration for employment:
7. **Adverse Personnel Actions.** The following conduct is also considered in violation of this policy and will result in discipline up to and including discharge, or, in the case of applicants, the termination of any conditional offer of employment and of any further consideration for employment:
  - a. failing to cooperate with or consent to any alcohol or drug test, program or search consistent with this policy;
  - b. switching, adulterating or in any other way altering or changing or attempting to alter or change, any alcohol or drug test, test sample or specimen, or test results;
  - c. testing positive for the presence of alcohol or an illegal drug; or
  - d. being convicted of a criminal violation relating to the use of alcohol or drugs.
8. **Right to Written Test Results.** Employees have the right, upon request, to receive a written copy of test results.
9. **Right to Confidential Explanation.** Employees who have a confirmed positive test will be afforded an opportunity, upon request, to explain in a confidential setting any reasonable alternative medical explanation for the results.
10. **Confidentiality of Test Results.** Results of drug and alcohol tests are for the specific use of the club under the provisions of this policy and are considered confidential. Disclosure of results is limited to:
  - a. the tested employee or prospective employee or such persons designated in writing by them,

- b. individuals designated by the employer to receive and evaluate the test results or hear explanations given by the employee or prospective employee, and
- c. management or supervisory employees of the club who have a need to know in reaching their employment or disciplinary decisions.

11. **Searches.** If the club determines, in the reasonable exercise of its discretion, that it is necessary or advisable to conduct a search for alcohol, illegal drugs or drug paraphernalia, an employee may be requested to allow a designee of the club to conduct a search of the employee's packages, lockers, or other belongings. The search will be performed in the employee's presence by a designated representative of the club and any witnesses approved by the club. The search will be conducted with such privacy and confidentiality as is reasonable under the circumstances.

#### E. Disclaimers

- 1. The club reserves the right, in its sole discretion, to amend, modify or cancel this policy at any time for any reason.
- 2. No officer, employee or agent of the club has any authority to change or waive this policy or any term, condition or provision of this policy, and no statement or representation to the contrary will be effective, nor may any such statement or representation be relied on by any employee or other person.
- 3. Nothing in this policy shall be construed to change employment-at-will relationships. This policy is not in any way to be construed as a contract between the club and any employee, applicant for employment, or any other person.

**Subject: Employee Confidentiality Agreement**

**P-200.11**

- A. Policy. It is the policy of the club that all employees read and sign a confidentiality agreement.
- B. Discussion
  - 1. During the course of one's employment with the club, employees may come in contact with information that is confidential to the club.
  - 2. Part of the club's responsibilities to members is to safeguard such information.
  - 3. In addition, the club has developed a large amount of proprietary practices and information that must not be disclosed to individuals or organizations outside the club.
  - 4. Finally, employees are sometimes exposed to information about club members, such as the membership lists, members' financial information, or events and actions that take place at clubs. Such information should never be repeated or disclosed to others.
- C. Procedures
  - 1. All new hires will be asked to sign an Employee Confidentiality Agreement, SPM Form 142, during in processing.
  - 2. The completed and signed original of the Employee Confidentiality Agreement will be placed in the employee's Personnel File.

**Subject: Hiring of Members/Members' Relatives**

**P-200.12**

- A. Policy. It is the policy of the club not to hire members or members' relatives.
- B. Discussion
  - 1. Due to the many potential problems involved, hiring of members or relatives of members by the club is not permitted.
  - 2. For the purposes of this policy, relatives of members are defined as spouses, children, parents, siblings, significant others, and related or unrelated persons living in the same household.

**Subject: Rehiring Former Employees**

**P-200.13**

- A. Policy. It is the policy of the club that former employees who left in good standing and after giving appropriate notice may be rehired.
- B. Discussion
  - 1. It is the responsibility of the hiring department head or supervisor to note if the prospective hire indicated on the application whether or not he worked at the club before. If so indicated, the department head or supervisor must go to the Personnel Administrator's Office and check the prospective hire's previous personnel file to determine whether or not he left in good standing (i.e., it is noted that the supervisor would rehire on the employee's Employee Separation Document, SPHM Form 117), and gave appropriate notice.
  - 2. If the former employee did not leave in good standing and/or did not give appropriate notice, he may only be hired with the approval of the General Manager.
  - 3. The Personnel Administrator will not in-process a former employee who did not leave in good standing or without appropriate notice without the General Manager's approval.
  - 4. The introductory period, seniority, and benefits such as vacation and sick days earnings will be restarted as if the rehired individual was a new hire.

**Subject: Harassment****P-200.14**

- A. Policy. It is the policy of the club to prohibit harassment of its employees in the workplace by any person and in any form.
- B. Discussion
  - 1. It is the club's goal to maintain a pleasant and productive work environment for all its employees. Therefore, all forms of harassment related to an employee's race, color, religion, age, sex, marital status, national origin, disability, or veteran status constitute violations of this policy and will be subject to disciplinary action.
  - 2. In furtherance of this policy, the club will not permit the use of racial, religious, age-related, sexual or ethnic epithets, innuendoes, slurs, or jokes within its facilities. In addition, all forms of verbal and physical harassment based on the above categories are prohibited.
  - 3. See [Sexual Harassment] for more information on that topic.
  - 4. If at any time an employee feels he may have been subjected to verbal or physical harassment, of a sexual nature or otherwise, he should be instructed to notify his supervisor immediately so that an investigation can be made and appropriate action taken.
  - 5. If for any reason an employee does not feel comfortable notifying his supervisor about the matter, he should contact the General Manager or Personnel Administrator, who will initiate an investigation and take appropriate action.
  - 6. The club will investigate all complaints and will attempt to handle these matters fairly and professionally. Where harassment is found to have occurred, immediate and appropriate corrective action will be taken.
  - 7. Confidentiality will be respected to the extent practical under the circumstances.
  - 8. No employee will be punished for bringing an issue to the club's attention in good faith, even if he does not have all the facts.

**Subject: Sexual Harassment****P-200.15**

- A. Policy. It is the policy of the club to prohibit sexual harassment of its employees in the workplace by any person and in any form.
- B. Discussion
  - 1. Sexual harassment generally is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:
    - a. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
    - b. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting the individual; or
    - c. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.
  - 2. In addition to being a violation of club policy, sexual harassment is against the law, and the company will not tolerate harassment of its employees by anyone – including supervisors, other employees, members and their guests, or individuals conducting business with our club.
  - 3. Supervisors have no authority whatsoever (whether real or apparent, express or implied) to use their position to commit, permit by others, or fail to report harassment.
  - 4. It is important to remember that behavior which one individual considers innocent or harmless may be regarded as sexual harassment by another.
  - 5. To address and prevent sexual harassment, the club has established the following rules:
    - a. All supervisors must work to maintain a workplace free of sexual harassment. Employees will not be subjected to insulting, degrading, or exploitative sexual treatment, or endure a hostile work environment because of sexual harassment.
    - b. No employee including supervisors may:
      - (1) Threaten or insinuate, either explicitly or implicitly, that another employee's refusal to submit to sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature will affect adversely the employee's employment, evaluation, wages, advancement, duties, shifts or any other condition of employment or career development;
      - (2) Make any employment decision affecting an individual based on the individual's submission to or rejection of unwelcome sexual advances, requests for sexual

favors, or other verbal conduct of a sexual nature;

- (3) Make unwelcome sexual flirtations, advances, requests, suggestive comments, or propositions;
- (4) Demand sexual favors;
- (5) Engage in verbal abuse of a sexual nature;
- (6) Engage in sexual joking or teasing;
- (7) Make graphic verbal comments about an individual's body;
- (8) Use sexually degrading words to describe an individual;
- (9) Engage in unwelcome touching such as hugging, pinching, kissing, patting, or brushing against another employee;
- (10) Display sexually suggestive objects or pictures; or
- (11) Engage in any other sexual activity that creates a hostile, intimidating, or offensive work environment.

3. Any incident believed to constitute sexual harassment should be reported immediately to a supervisor, the General Manager, or Personnel Administrator.

- a. Employees need not first report to their supervisor if they find it uncomfortable. Instead, they may, at all times, first report complaints to the General Manager or Personnel Administrator.
- b. Supervisors and the Personnel Administrator must immediately report complaints of sexual harassment to the General Manager.
- c. Every effort will be made to ensure that complaints of sexual harassment are investigated and resolved promptly, confidentially, and effectively. The club will undertake appropriate follow-up investigation and take appropriate measures to assure the harassment has stopped and does not reoccur.
- d. Violation of the Sexual Harassment Policy will result in discipline up to and including discharge.

4. No employee or supervisor shall retaliate in any way against another employee for making a complaint of sexual harassment in good faith.

**Subject: Outside Employment**

**P-200.16**

**A. Policy**

1. It is the policy of the club that hourly employees may hold outside employment as long as it does not interfere with the employee's work with the club.
2. Supervisors and department heads may not hold outside employment without the express approval of a General Manager.
3. When outside employment has been approved for supervisors or department heads, the needs and requirements of employment with the club must take precedence over any outside obligation.
4. Failure to meet the requirements of this policy may result in revocation of approval for outside employment and/or disciplinary action up to and including discharge.

**Subject: Layoff and Recall****P-200.17****A. Policy**

1. It is the policy of the club that when levels of business warrant, layoffs be conducted to maintain the club's financial position.
2. When business picks up, laid off employees will receive recall priority before hiring new employees.

**B. Discussion****1. Layoffs:**

- a. Layoffs are painful for all involved. As much as possible layoffs will be avoided by staffing facilities with Full and Part Time employees for the slower levels of business experienced throughout the year. Peak periods will be handled with the addition of seasonal positions.
- b. Should a layoff become necessary, management will determine how many positions within each department will need to be eliminated.
- c. Department heads will determine which positions (by type) will be affected.
- d. The Personnel Administrator will prepare a list of all employees within an employment status holding that type of position with their hire dates.
- e. [Seniority] will be used as the basis for determining which employees are to be laid off. In other words, the most recently hired will be the first to go.
- f. The Personnel Administrator will prepare layoff letters to those employees who are affected. These letters will be delivered to the department heads on the effective date.
- g. All management staff involved will maintain all matters regarding the layoff in strictest confidence to ensure that employees do not hear of a layoff until official notification.
- h. Department heads will meet individually with affected individuals, inform them of the layoff, explain their recall rights, and present the letter.

**2. Recalls**

- a. All employees laid off from the club will be placed in Recall Status for a period of one year.
- b. If at any time during that year business picks up and the club wishes to reactivate positions, the Personnel Administrator will attempt to contact the laid off individuals (in order of previous Seniority) by phone and by registered letter (if necessary) and offer the position.



## Personnel Policies

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- c. If the individual in Recall Status declines the recall or cannot be reached by reasonable efforts, he will be removed from the recall list and the club is free offer the position to the next employee in the Recall Status for the open position or to recruit among new applicants.

**Subject: Terminations**

**P-200.18**

- A. Policy. It is the policy of the club that employee terminations fall into one of four categories.
- B. Discussion. An employee terminates employment with the club under one of four conditions:
  - 1. Voluntary Quit
    - a. This occurs when an employee decides to leave the club's employ of his own volition.
    - b. An employee may notify the club of his decision to leave the club orally or in writing.
    - c. If the notification is orally, the department head should ask the employee to sign in the comments section under terminations on a Personnel Data Sheet (PDS), [SPHM Form 104], giving the effective date of the termination.
  - 2. Abandonment of Position
    - a. This occurs when an employee fails to show for work for three scheduled shifts and does not notify his supervisor of his intention to quit.
    - b. In this instance, the department head should fill out a Personnel Data Sheet (PDS), [SPHM Form 104], indicating that the employee abandoned his position with the effective date as the last date worked.
  - 3. Layoff. See [Layoff and Recall] for more information.
  - 4. Discharge. See [Discharge] for more information.

**Subject: Seniority**

**P-200.19**

- A. Policy. It is the policy of the club that seniority is used as the basis to determine conflicting vacation requests and layoffs when all other factors are equal.
- B. Discussion
  1. Seniority refers to the precedence of an employee's date of hire. An employee hired on a chronologically earlier date has seniority over an employee hired on a later date.
  2. When two or more employees have requested vacation during the same time period and the supervisor is unable to let all go at once, seniority will be used to determine whose request will receive priority. Unresolved conflicts between two employees with the same hire date should be determined by chance, e.g., toss of a coin, drawing straws or cards.
  3. When layoffs are made, the most recently hired within the employment status of the position affected by the reduction will be laid off. In other words, if the layoff will affect only Full Time employees within a given department, the most recently hired Full Time employee in that position will be laid off.
- Example: If it is determined that the club must reduce its dining room staff and that three Full Time server positions be eliminated, the three most recently hired Full Time servers will be affected by the layoff.
4. There may be other conflicts where it is appropriate for seniority to be used as the deciding criterion. In such cases, this will be communicated to employees.

**Subject: Youth Employment**

**P-200.20**

**A. Policy.**

1. Because of the many requirements and restrictions of Federal and State labor laws in regards to the hiring and working of children, it is the policy of the club not to hire anyone under age 16 without the approval of the General Manager.
2. Persons ages 16 to 18 must submit a valid work permit prior to working.

**B. Child Labor Laws**

1. State and Federal prohibitions regarding youth employment revolve around two main issues:
  - a. The age of the child and restrictions on the hours and days they may work, particularly during the school year.
  - b. Certain trades and occupations in which they may not work. Included in these prohibitions are children operating certain types of dangerous equipment.
2. While the Federal government has enacted basic child labor laws and these laws and regulations are promulgated and enforced through the Department of Labor, each State has enacted its own child labor laws and employers should check with their State labor department for the specifics of State laws.

**Subject: Nepotism****P-200.21**

- A. Policy. Because of the potential problems that may arise from family members or relatives working under the supervision of other family members, it is the policy of the club not to hire or assign individuals in such situations.
- B. Discussion
  1. The problem of hiring family members arises when one family member works under the supervision of another. This situation can create the perception of unfairness in the minds of other employees and must be avoided.
  2. This policy does not preclude a family member working in another department under the supervision of another department head or two family members working in the same department as long as neither supervises the other.
  3. A special case arises when two family members working within the club handle sales receipts and/or accounting records or control inventories. While these situations may or may not be problematic, any case where an applicant is related to a current employee of the accounting department or one who handles inventories, hiring approval must be obtained from the General Manager.
  4. For the purposes of this policy, family member is defined as spouses, children, parents, siblings, significant others, related and unrelated persons living in the same household, aunts, uncles, nieces, nephews, in-laws, and first cousins.

**Subject: Appropriate Hiring Questions****P-200.22**

- A. Policy. It is the policy of the club that employees conducting hiring interview ask only those questions considered appropriate in keeping with Federal and State civil rights laws.
- B. Discussion
  - 1. Pre-employment questions on subjects regulated by civil rights laws imply that an employer may discriminate in hiring based on the answers given. For that reason, an employer should be careful not to ask questions that, if answered, would provide information that cannot legally be a factor in hiring.
  - 2. As a result supervisors interviewing applicants should ask questions in an acceptable format – one that does not ask for information that could lead to a charge of discrimination.
- C. Topics and Questions
  - 1. Age
    - a. Appropriate – whether applicant is a minor.
    - b. Inadvisable – age of applicant, birth date, date of high school graduation.
  - 2. Arrests: Appropriate – none; convictions not erased from record are significant, but not arrests. It is inadvisable to ask for the number and kinds of arrests. See Conviction Records below.
  - 3. Availability for Work on Weekends
    - a. Appropriate – statement by employer of regular days, hours or shifts to be worked; inquiry about schedule conflicts.
    - b. Inadvisable – any inquiry about religious observance or religion preventing weekend work, unless it is part of regular schedule.
  - 4. Birthplace and Citizenship
    - a. Appropriate – after employment, submit verification of legal right to work in Indonesia.
    - b. Inadvisable – Birthplace of applicant, applicant's parents or spouse; birth, naturalization, or baptismal certificate prior to hiring.
  - 5. Conviction Records: Appropriate – inquiry into felony convictions if related to job duties and has not been erased from record.
  - 6. Creed or Religion: Appropriate – none. It is inadvisable to ask about applicant's religious affiliation, church, parish, or religious holidays observed.
  - 7. Credit Records: Appropriate – none. It is inadvisable to make inquiries about charge accounts, bank accounts, etc.
  - 8. Disability

- a. Appropriate – are you able to perform the required tasks? What accommodations, if any, do you need to perform those tasks?
- b. Inadvisable – to ask applicant about medical history or workers' comp history, unless conditional job offer has been made.

9. Family Status

- a. Appropriate – does applicant have responsibilities that prevent him/her from meeting work schedule? Asked of both sexes.
- b. Inadvisable – questions about marital status, number and age of children, spouse's job, child care requirements, names of spouse or children, pregnancy.

10. Height/Weight: Appropriate – none, unless job related. It is inadvisable to make any inquiry unrelated to job requirements.

11. Language

- a. Appropriate – languages applicant speaks or writes fluently, if job related.
- b. Inadvisable – applicant's mother tongue, language used at home, how acquired ability to read, write, or speak a foreign language.

12. Marital Status: Appropriate – none. It is inadvisable to ask whether applicant is single, married, divorced, separated, engaged or widowed.

13. Medical History

- a. Appropriate – none. After offer is made, employer is entitled to have the applicant's completed medical history.
- b. Inadvisable – any questions regarding medications, injuries, etc., before offer is made.

14. Military Service

- a. Appropriate – relevant job skills learned in the military.
- b. Inadvisable – general questions about military service or questions about type of discharge.

15. Name

- a. Appropriate – Whether applicant has worked under or used a different name.
- b. Inadvisable – the original name of applicant whose name has been legally changed, national origin of name, maiden name.

16. National Origin

- a. Appropriate – none.
- b. Inadvisable – applicant's lineage, ancestry, national origin, descent, parentage, or nationality of applicant, parents, spouse.

17. Organizations

- a. Appropriate – applicant's membership in professional or other job-related organizations.
- b. Inadvisable – all clubs, social fraternities, societies, lodges, organizations to which applicant belongs.

18. Photographs

- a. Appropriate – statement that photograph may be required after hiring.

- b. Inadvisable – photograph required with application, or mentioning “optional” photograph.
- 19. Pregnancy
  - a. Appropriate – applicant’s anticipated term of employment or anticipated medical absences.
  - b. Inadvisable – any inquiry into pregnancy, medical history, pregnancy or family plans.
- 20. Race or Color: Appropriate – none prior to hiring. Questions about race, color, complexion, color of eyes, hair or skin are not advisable.
- 21. References
  - a. Appropriate – names of character references.
  - b. Inadvisable – name of applicant’s pastor or religious leader or questions about organizations that indicate race, marital status, etc.
- 22. Relatives and Friends
  - a. Appropriate – names of applicant’s relatives already employed by our company or competitor.
  - b. Inadvisable – names of friends working for the company or relatives other than those working for our company.
- 23. Residence: Appropriate – place of residence. It is inadvisable to ask whether the applicant rents or owns home.
- 24. Responsible Contact in Case of Emergency
  - a. Appropriate – name and address of person to be notified in case of an emergency.
  - b. Inadvisable – name and address of closest relative.
- 25. Sex
  - a. Appropriate – none, except where sex is a bona fide occupational qualification.
  - b. Inadvisable – any inquiry except if an occupational qualification.
- 26. Workers’ Comp History: Appropriate – none. Any inquiry about filing claims or receiving benefits under workers’ comp is inadvisable.

**Subject: Accommodation of Disabilities****P-200.23**

- A. Policy. It is the policy of the club to provide reasonable accommodations to the disabilities of employees and applicants for employment with the club.
- B. Requirements
  - 1. The Americans with Disabilities Act (ADA) provides civil rights protection to individuals with disabilities. The Act guarantees equal opportunity for individuals with disabilities in public accommodations, employment, transportation, State and local government services, and telecommunications.
  - 2. Employers with 15 or more employees are covered by the ADA.
  - 3. Employment Nondiscrimination Requirements
    - a. The ADA prohibits discrimination in all employment practices, including job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment.
    - b. It also applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.
    - c. Employment discrimination is prohibited against “qualified individuals with disabilities.” This includes applicants for employment and employees. An individual is considered to have a “disability” if, (1) he or she has a physical or mental impairment that substantially limits one or more major life activities, (2) has a record of such impairment, or (3) is regarded as having such an impairment. (4) Persons discriminated against because they have a known association or relationship with an individual with a disability are also protected.
      - (1) The first part of the definition covers individuals with impairments that limit major life activities, such as seeing, hearing, speaking, walking, breathing, performing manual tasks, learning, caring for oneself, and working. A person with epilepsy, paralysis, HIV infection, AIDS, a substantial hearing or visual impairment, mental retardation, or a specific learning disability are covered, but a person with a minor, non-chronic condition of short duration, such as a sprain, broken limb, or the flu, generally would not be covered.
      - (2) The second part of the definition protecting individuals with a record of disability would cover a person who has recovered from cancer or mental illness.
      - (3) The third part of the definition protects individuals who are regarded as having a substantially limiting impairment, even though they may not have such an impairment. For example, this provision would protect a qualified individual with a severe facial

disfigurement from being denied employment because an employer feared the “negative reactions” of customers and co-workers.

- (4) Discrimination based upon “relationship or association” is prohibited by the ADA, for example, a person whose spouse has a disability from being denied employment because of an employer’s unfounded assumption that the applicant would use excessive leave to care for the spouse. It would also protect a person who does volunteer work for people with AIDS.

#### 4. Public Accommodation Requirements

- a. Private clubs are exempt from the ADA’s title III requirements for public accommodation.
- b. However, it makes good business sense and shows our dedication to serving our members and guests when we make efforts to make our facilities more accessible and accommodate the needs of members and guest who may have disabilities.

#### C. Discussion

1. A qualified individual with a disability is a person who meets legitimate skill, experience, education, or other requirements of an employment position that he or she holds or seeks, and who can perform the essential functions of the position with or without reasonable accommodation. Requiring the ability to perform "essential" functions assures that an individual with a disability will not be considered unqualified simply because of inability to perform marginal or incidental job functions. If the individual is qualified to perform “essential” job functions except for limitations caused by a disability, the employer must consider whether the individual could perform these functions with a reasonable accommodation. If a written job description has been prepared in advance of advertising or interviewing applicants for a job, this will be considered as evidence, although not conclusive evidence, of the essential functions of the job.
2. An employer is free to select the most qualified applicant available and to make decisions based on reasons unrelated to a disability. For example, suppose two persons apply for a job as a typist and an essential function of the job is to type 75 words per minute accurately. One applicant, an individual with a disability, who is provided with a reasonable accommodation for a typing test, types 50 words per minute; the other applicant who has no disability accurately types 75 words per minute. The employer can hire the applicant with the higher typing speed, if typing speed is needed for successful performance of the job.
3. An employer may not ask or require a job applicant to take a medical examination before making a job offer. It cannot make any pre-employment inquiry about a disability or the nature or severity of a disability. An employer may, however, ask questions about the ability to perform specific job functions and may, with certain limitations, ask an individual with a disability to describe or demonstrate how he or she would perform these functions.
4. An employer may condition a job offer on the satisfactory result of a post-offer medical examination or medical inquiry if this is required of all entering employees in the same job

category. A post-offer examination or inquiry does not have to be job-related and consistent with business necessity.

5. However, if an individual is not hired because a post-offer medical examination or inquiry reveals a disability, the reason(s) for not hiring must be job-related and consistent with business necessity. The employer also must show that no reasonable accommodation was available that would enable the individual to perform the essential job functions, or that accommodation would impose an undue hardship. A post-offer medical examination may disqualify an individual if the employer can demonstrate that the individual would pose a "direct threat" in the workplace (i.e., a significant risk of substantial harm to the health or safety of the individual or others) that cannot be eliminated or reduced below the "direct threat" level through reasonable accommodation. Such a disqualification is job-related and consistent with business necessity. A post-offer medical examination may not disqualify an individual with a disability who is currently able to perform essential job functions because of speculation that the disability may cause a risk of future injury.
6. After a person starts work, a medical examination or inquiry of an employee must be job-related and consistent with business necessity. Employers may conduct employee medical examinations where there is evidence of a job performance or safety problem, examinations required by other Federal laws, examinations to determine current "fitness" to perform a particular job, and voluntary examinations that are part of employee health programs.
7. Information from all medical examinations and inquiries must be kept apart from general personnel files as a separate, confidential medical record, available only under limited conditions.
8. Tests for illegal use of drugs are not medical examinations under the ADA and are not subject to the restrictions of such examinations.
9. The ADA does not require employers to develop or maintain job descriptions. However, a written job description that is prepared before advertising or interviewing applicants for a job will be considered as evidence along with other relevant factors. If an employer uses job descriptions, they should be reviewed to make sure they accurately reflect the actual functions of a job. A job description will be most helpful if it focuses on the results or outcome of a job function, not solely on the way it customarily is performed. A reasonable accommodation may enable a person with a disability to accomplish a job function in a manner that is different from the way an employee who is not disabled may accomplish the same function.
10. Reasonable accommodation is any modification or adjustment to a job or the work environment that will enable a qualified applicant or employee with a disability to participate in the application process or to perform essential job functions. Reasonable accommodation also includes adjustments to assure that a qualified individual with a disability has rights and privileges in employment equal to those of employees without disabilities.
  - a. Examples of reasonable accommodation include making existing facilities used by employees readily accessible to and usable by an individual with a disability; restructuring a job; modifying work schedules; acquiring or modifying equipment; providing qualified

readers or interpreters; or appropriately modifying examinations, training, or other programs.

- b. Reasonable accommodation also may include reassigning a current employee to a vacant position for which the individual is qualified, if the person is unable to do the original job because of a disability even with an accommodation. However, there is no obligation to find a position for an applicant who is not qualified for the position sought. Employers are not required to lower quality or quantity standards as an accommodation; nor are they obligated to provide personal use items such as glasses or hearing aids.
- c. The decision as to the appropriate accommodation must be based on the particular facts of each case. In selecting the particular type of reasonable accommodation to provide, the principal test is that of effectiveness, i.e., whether the accommodation will provide an opportunity for a person with a disability to achieve the same level of performance and to enjoy benefits equal to those of an average, similarly situated person without a disability. However, the accommodation does not have to ensure equal results or provide exactly the same benefits.
- d. An employer is only required to accommodate a "known" disability of a qualified applicant or employee. The requirement generally will be triggered by a request from an individual with a disability, who frequently will be able to suggest an appropriate accommodation. Accommodations must be made on an individual basis, because the nature and extent of a disabling condition and the requirements of a job will vary in each case. If the individual does not request an accommodation, the employer is not obligated to provide one except where an individual's known disability impairs his or her ability to know of, or effectively communicate a need for, an accommodation that is obvious to the employer. If a person with a disability requests, but cannot suggest, an appropriate accommodation, the employer and the individual should work together to identify one. There are also many public and private resources that can provide assistance without cost.
- e. The individual with a disability requiring the accommodation must be otherwise qualified, and the disability must be known to the employer. In addition, an employer is not required to make an accommodation if it would impose an "undue hardship" on the operation of the employer's business. "Undue hardship" is defined as an "action requiring significant difficulty or expense" when considered in light of a number of factors. These factors include the nature and cost of the accommodation in relation to the size, resources, nature, and structure of the employer's operation. Undue hardship is determined on a case-by-case basis. Where the facility making the accommodation is part of a larger entity, the structure and overall resources of the larger organization would be considered, as well as the financial and administrative relationship of the facility to the larger organization. In general, a larger employer with greater resources would be expected to make accommodations requiring greater effort or expense than would be required of a smaller employer with fewer resources.
- f. If a particular accommodation would be an undue hardship, the employer must try to identify another accommodation that will not pose such a hardship. Also, if the cost of an accommodation would impose an undue hardship on the employer, the individual with a

disability should be given the option of paying that portion of the cost that would constitute an undue hardship or providing the accommodation.

11. Individuals who currently engage in the illegal use of drugs are specifically excluded from the definition of a "qualified individual with a disability" protected by the ADA when the employer takes action on the basis of their drug use. A test for the illegal use of drugs is not considered a medical examination under the ADA; therefore, employers may conduct such testing of applicants or employees and make employment decisions based on the results. The ADA does not encourage, prohibit, or authorize drug tests. If the results of a drug test reveal the presence of a lawfully prescribed drug or other medical information, such information must be treated as a confidential medical record.
12. While a current illegal user of drugs is not protected by the ADA, if an employer acts on the basis of such use, a person who currently uses alcohol is not automatically denied protection. An alcoholic is a person with a disability and is protected by the ADA if he or she is qualified to perform the essential functions of the job. An employer may be required to provide an accommodation to an alcoholic. However, an employer can discipline, discharge or deny employment to an alcoholic whose use of alcohol adversely affects job performance or conduct. An employer also may prohibit the use of alcohol in the workplace and can require that employees not be under the influence of alcohol.

**Subject: Workplace Relationships****P-200.24****A. Policy**

1. It is the policy of the club that employees in a supervisory position will not have personal or intimate relationships with an employee who reports to or whose work is directed by them.
2. It is the policy of the club that employees conduct themselves in a professional manner while working or on club premises and that public displays of affection between employees are inappropriate for the workplace and will not be condoned.
3. While employees who do not fall within a supervisor/subordinate organizational structure are free to enter into a personal or intimate relationship with other employees, it is the policy of the club that such employees be made aware of the potential problems and sexual harassment issues related to workplace relationships.

**B. Discussion**

1. Personal relationships are more common in today's workplace.
2. Employees must have the maturity to understand that overt or public displays of affection are unprofessional and can be distracting and disturbing to other employees and to members and guests.
3. Supervisor/subordinate relationships are prohibited by the club.
  - a. Personal relationships between a supervisor and an employee reporting to or whose work is directed by that supervisor are inappropriate for the same reasons that the club does not permit nepotism, i.e., this situation can create the perception of unfairness in the minds of other employees and must be avoided.
  - b. Further, when initiated by the supervisor, such a situation may open the club up to complaints of sexual harassment.
  - c. Despite this prohibition of supervisor/subordinate relationships, should such a relationship begin to develop, it is the supervisor's responsibility to immediately notify the General Manager. The club will make a good faith effort to reassign one or the other party in the relationship to avoid problems, though the club can make no guarantees that such accommodation can be made.
  - d. If a timely notification is not made, the supervisor will face disciplinary action up to and including discharge.

4. Personal relationships not involving direct supervision are permitted, though once the club becomes aware of the relationship, it will ask the parties involved to sign a Personal Relationship Acknowledgement, [SPHM Form 107], explaining the potential problems and sexual harassment issues.

**Subject: Workplace Violence**

**P-200.25**

- A. Policy. It is the policy of the club to provide a workplace free from violence for its employees.
- B. Discussion
  - 1. The club is committed to providing a workplace that is free from violence for all our employees.
  - 2. There may be occasions when an employee may feel threatened by persons within or outside the club. In such instances employees must understand their responsibility to report threats or their fears.
    - a. First, an employee should report any threats to his supervisor, General Manager or Personnel Administrator.
    - b. Second, depending on the circumstances, the employee may want to alert local authorities and make them aware of the threats.
    - c. Third, the employee may want to investigate other legal options such as restraining orders, court injunctions, and similar steps through the courts.
    - d. Fourth, the employee may want to discuss with his supervisor various safety measures such as emergency evacuation routes, escort to his car, changes to the employee's work schedule, etc.
  - 3. Preventing workplace violence is everyone's responsibility. If any employee finds himself in a threatening situation, he should remain calm, avoid escalating the situation by arguing, if possible; remove himself from the area; and immediately seek assistance from supervisors or other facility management staff.
  - 4. If necessary when there is a threat of violence to an employee at the workplace, managers or supervisors should immediately contact the local law enforcement authority.

**Subject: Purchase Rebate Programs**

**P-200.26**

- A. Policy. It is the policy of the club that employee involvement in purchase rebate programs is prohibited unless the rebate comes back directly to the club.
- B. Discussion
  - 1. Managers must always be careful of rebates offered by vendors to ensure that the rebate is not offered and does not come to the manager personally. This would be a violation of generally recognized business ethics, whereby an individual gains personally from purchase decisions he or she makes for the club.
  - 2. In general, it is the policy of the club not to allow rebates from vendors to anyone who does purchasing. This includes purchasing of resale inventories for retail operations and consumable inventories such as food, beverages, supplies, repair and maintenance materials and parts, and any other items purchased for club operations.
  - 3. The club always wants to take advantage of any rebate or credit that is available from vendors as a means of lowering our costs, but such rebates must be credited back to the club. By doing this, a manager will never have his or her purchasing decisions questioned as motivated by personal gain.
  - 4. Exceptions may be made to this policy in instances where the Head Golf or Tennis Professional own the Pro Shop and purchase resale inventory with their own funds.