

STAFF MEMBER HANDBOOK

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1.0 <u>INTRODUCTION</u>

1.1 Welcome to the Baltimore Country Club

Welcome to the Baltimore Country Club ("Baltimore Country Club", "BCC" or "the Club"). We are glad to have you with us, and we look forward to working and growing with you in the future.

The Club's primary goal is to satisfy the needs of our members. The Club has been chosen by the members, at a substantial cost to them, as a "home away from home," where they can entertain friends, relatives, and business associates. The high quality of our food and beverages, athletic facilities and programs, as well as the gracious service that we provide, set us above other establishments. "Gracious hospitality" is our creed.

1.2 History of the Baltimore Country Club

The Baltimore Country Club was founded on January 12, 1898. The Club was a success from the start, with 600 members enjoying its 150-acre location less than five miles from downtown Baltimore.

The original Clubhouse in Roland Park, designed by Wyatt & Nolting, was shingled and gabled with porches round about. Tea was a daily event on several of the verandahs and terraces.

Roland Park has hosted several significant athletic events. In 1899, the 5th United States Open Championship of the U.S.G.A. was held at Roland Park. The tournament was won by Willie Smith of Scotland. His winning purse was \$150 in cash, and a medal valued at \$50. In addition, during the late 1930s and 1940s, our grass tennis courts were selected by the National Lawn Tennis Association for the qualifying rounds for the Davis Cup Matches. Teams from Australia, Cuba, Japan, Mexico, Spain, and the United States competed at the Club.

In 1924, an additional 450 acres of beautiful country was acquired approximately seven miles north of Roland Park. This new acreage consisted of five separate farms, from which the name "Five Farms" was derived.

Today, our Five Farms operation boasts two 18-hole golf courses. Our East Course is rated as one of the "Top Fifty Courses in the United States," and top 100 in the world. The Five Farms courses have been the site of many notable golfing events over the years, including the 1928 P.G.A. Championship, the 1932 U.S.G.A. Amateur Championship, the 1965 Walker Cup Match, the 1988 Women's National Championship – The 43rd Women's U.S. Open and will be hosting the Constellation Energy PGA Senior Players Championship Tournament from 2007 – 2010.

The Five Farms Clubhouse was built in the early 1960s. This property features a swim complex consisting of three independent pools, a Golf House, and a state-of-the-art Grounds Maintenance complex. A 10 court tennis complex, pro shop for racquets, fitness center and babysitting will be available at the Five Farms property.

The Roland Park Golf Course was closed in 1962 when all of the property on the west side of Falls Road was sold. New squash courts were built in 1963, and then converted to international softball courts in 1997. Paddle tennis courts were added in 1976 to expand the Club's racquets program. The Club also features wonderful fitness center.

Today, the Club's membership is approximately 3,000 members strong, and its two Clubhouses and supportive sports facilities make it one of the largest and strongest private clubs in the United States. In 2006, the Baltimore Country Club was again rated as a "Platinum Club of America," with a national ranking in the top 1% of all Clubs.

1.3 Purpose of the Handbook / Applicability

This is the staff member Handbook & Orientation Manual ("Handbook") for the Baltimore Country Club. It has been prepared for all full-time, part-time, and seasonal staff members of the organization, unless otherwise noted herein.

The Handbook is intended to assist staff members in getting acquainted with our organization, and to serve as a reference manual for information about the Club's policies, procedures, practices, benefits, and other programs. However, it is not possible to explain every policy, procedure, practice, and benefit in this Handbook. The policies outlined herein should be regarded as guidelines only, which may change from time to time. The Baltimore Country Club reserves the right to add to, suspend, delete, or modify any part of the Handbook, at any time and without notice.

The Club will attempt to keep you apprised of any changes to its policies, procedures, and practices. However, you may not always be notified in advance of a change. Furthermore, the Club reserves the right to respond to each situation in the manner that will best serve the interests of fairness and responsible business management.

If you cannot find the answer to a question that you have, or if you have specific questions about the interpretation or application of a particular Handbook provision, please feel free to consult with your supervisor, the Director of Human Resources, and/or the General Manager.

The current version of this Handbook supersedes all prior versions.

1.4 At-Will Employment

Nothing in this Handbook constitutes a contract of employment, a guarantee of continued employment, employment for a specific term, or a guarantee of benefits. Unless you have a contract of employment, signed by the General Manager, your employment is at-will. This means that you can terminate your employment at any time, for any reason and without notice, and the Club can do the same.

2.0 EMPLOYMENT POLICIES

2.1 Equal Opportunity Policy

The Baltimore Country Club is an equal opportunity employer. We make all employment decisions without regard to age, race, color, religion, sex, national origin, physical or mental disability, sexual orientation, marital status, veteran status, or any other basis prohibited by federal, state, or local law. This policy applies to all of the terms and conditions of employment, including, but not limited to, hiring, placement, training, compensation, transfer, promotion, leaves of absence, benefits, and termination.

If you believe you have been discriminated against in violation of this policy, you should report your concerns to your supervisor. If your problem is not resolved to your satisfaction,

you should report your concerns to the Director of Human Resources and/or the General Manager.

2.2 Compliance with Immigration Reform and Control Act

Baltimore Country Club complies with the Immigration Reform and Control Act of 1986 by hiring people who are able to provide proof of eligibility to work in the United States. You must supply this proof of eligibility within three days of your start date.

2.3 Workplace Harassment Policy

I. Policy

It is the policy of the Baltimore Country Club to provide a workplace free of harassment discrimination, or intimidation based on age, race, color, religion, sex, national origin, physical or mental disability, sexual orientation, marital status, veteran status, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender or any other category protected by federal, state, or local law. The Club does not tolerate harassment or hostile actions in the workplace and takes prompt action to correct any such situation. Any staff member who violates this policy will be subject to disciplinary action, up to and including termination.

Harassment can result from a broad range of actions, including, but not limited to:

- Verbal conduct, such as insulting comments, slurs, threats, or other statements that are based on age, race, color, religion, sex, national origin, physical or mental disability, sexual orientation, marital status, veteran status, or any other legally protected classification. This includes unwanted sexual advances, invitations, or comments;
- Visual conduct, such as derogatory posters, cartoons, drawings, leering, or gestures; and
- Physical conduct, such as hitting, pushing, touching, or other unwanted physical conduct, or a threat to take such action.

II. Sexual Harassment

A. Sexual Harassment Defined

Federal law defines *sexual harassment* as unwanted sexual advances, requests for sexual favors, or verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made a term or condition of employment;
- Submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual; or
- Such conduct has the purpose or effect of unreasonably interfering with a staff member's work performance, or creating

an intimidating, hostile or offensive work environment, provided that the conduct is severe or pervasive.

The following is a partial list of behaviors that may constitute sexual harassment. However, it is important to note that behavior less severe than these examples also may constitute actionable sexual harassment:

- Unwanted sexual advances, such as making a "pass" at another staff member;
- Offering employment benefits, or implying that things will go smoothly, in exchange for sexual favors;
- Making or threatening reprisals after a negative response to sexual advances;
- Non-verbal conduct, such as leering, making sexual gestures, displaying sexually suggestive objects or pictures, e-mails, cartoons or posters;
- Verbal conduct, such as making or using derogatory comments, slurs, sexually explicit jokes or comments about an staff member's body or dress;
- Remarks of a sexual nature, graphic verbal commentary about an individual's body, sexual or degrading words to describe an individual, or aggressive or obscene letters, notes, messages or invitations; or
- Physical conduct, such as touching, assaulting or impeding or blocking movement.

It is against Club policy for males to sexually harass females or other males, and for females to sexually harass males or other females. Sexual harassment on the job is unlawful whether it involves co-worker harassment, harassment by a supervisor or manager, or harassment by persons doing business with or for the Club, including independent contractors and volunteers.

B. Reporting

Management cannot take corrective action unless it has knowledge that a problem exists. If you believe that you have been subjected to harassment in violation of this policy, you must provide a written or oral report to the Director of Human Resources. This report should be made within fifteen (15) days of the incident. If you are not comfortable making such a report to the Director of Human Resources, or if you are dissatisfied with the results achieved in making a report, you may send a written report by certified mail, return receipt requested, to the General Manager.

Furthermore, if you are aware that another staff member is being subjected to harassment, you should file a written or oral report with the Director of Human

Resources. If you are not satisfied with the resolution of an issue of sexual harassment, you should send a written report by certified mail, return receipt requested, to the General Manager.

C. Investigation

Each report of harassment will be promptly investigated. Investigations will be conducted confidentially, to the extent reasonably practicable. Management will take and document whatever corrective action is appropriate under the circumstances. The complaining staff member will receive confirmation of the investigation at its conclusion. If you do not receive a prompt response to your complaint, you should report the lack of prompt response to one of the individuals listed above.

D. Consequences of Harassment

Staff members at any level who violate this policy will be subject to appropriate disciplinary action, up to and including termination of employment. Any manager or supervisor who knows about the harassment and takes no action to report or stop it also may be disciplined, up to and including termination of employment.

E. Retaliation Prohibited

No staff member will be retaliated against for reporting in good faith violations of this policy, or for filing, testifying, assisting with, or participating in any investigation, proceeding or hearing conducted by the Baltimore Country Club or by a federal or state enforcement agency. Prohibited retaliation includes, but is not limited to, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions, or otherwise denying an employment benefit.

Any individual who retaliates or attempts to retaliate will be subject to disciplinary action, up to and including termination of employment. If you feel that you have been retaliated against, you should report this to the appropriate personnel, as outlined above.

F. Authority and Responsibility

All supervisors and managers are responsible for preventing staff members from being subjected to harassment, and for reporting any complaint or incident of harassment using the procedures outlined above.

2.4 Accommodation of Disabilities

The Baltimore Country Club will conform to the requirements and regulations of the Americans with Disabilities Act of 1990, as amended, the Rehabilitation Act of 1973, and all applicable state and local laws. Qualified individuals with disabilities may be entitled to an accommodation in the workplace. If you believe you are such an individual, please communicate that information to the Director of Human Resources and/or the General

Manager. We will attempt to work with you to accommodate your needs, as well as our work requirements.

If you have any questions regarding the application of these laws to your situation, you may discuss them confidentially with the Director of Human Resources. Any information regarding a disability will be kept confidential to the extent possible.

3.0 WORKPLACE SAFETY

3.1 General Requirements

The Baltimore Country Club is committed to providing a safe and healthy working environment for all of its staff members. This commitment includes compliance with all applicable laws and regulations relating to workplace safety and health.

All staff members must observe the following rules:

- Notify your supervisor of any unsafe condition, accident, or emergency situation.
- Notify your supervisor if you are injured or become sick at work. All injuries, illnesses, and accidents that are sustained while performing Club-related work or while on Club property, no matter how minor, must be reported to your supervisor or manager immediately.
- Every accident or injury must be recorded on the Accident Injury Form and submitted to the Human Resources Department. Forms are located at the Front Desk at each Clubhouse.
- Comply with the Club's "Drug, Alcohol and Contraband Policy."
- Do not operate, repair, or adjust machinery or equipment unless you are authorized and qualified to do so.
- Keep all tools in good condition, and check all electrical equipment for defects prior to use. Always keep machine guards in proper position.
- Be alert for tripping or slipping hazards. Keep walking and working areas clean.
- Never engage in horseplay or practical jokes.
- Know the locations, contents and use of first aid kits. If there is a medical emergency, call 911.
- Be familiar with the Club's Emergency Action / Fire Prevention plan.
- Wear proper clothing and footwear to work.
- When in doubt, ask your supervisor or manager!

Violation of the Club's safety and health policies may lead to disciplinary action, up to and including termination of employment.

3.2 Emergency Action / Fire Prevention Policy

A fire or other emergency can result in injury or loss of life, lost jobs, or business failure. We have drafted an Emergency Action / Fire Prevention plan to deal with such situations. You must review and be familiar with the terms and provisions of this plan.

3.3 Workplace Violence Policy

The safety and security of the Baltimore Country Club's staff members, members, vendors, and visitors are of vital importance to the Club. Therefore, we have developed this Workplace Violence Policy to deal with intimidation, threats, harassment, potential and/or actual violence, and other disruptive and aggressive behaviors in the workplace.

A. Zero Tolerance

The Club has a zero-tolerance policy for actions, statements, or other behavior by anyone that is, or is intended to be, violent, threatening, intimidating, disruptive, aggressive, or harassing, as determined by the Club in its sole discretion. This policy applies to staff members, members, consultants, contractors, vendors, visitors, and all of their staff members and agents, and to all other individuals while on Club premises (owned or leased) or while conducting Club business (including travel).

B. No Weapons

No weapons of any type are allowed on Club premises, including, but not limited to, parking areas owned or used by the Club. The term "weapons" refers to any devices designed to inflict injury or cause physical damage, including, but not limited to, guns, knives, box-cutters (unless such a knife or box-cutter is the staff member's regular work tool at the Club and is only used for work-related purposes), cross-bows, air pistols, bows and arrows, brass knuckles, air rifles, darts, explosives, toxic agents, destructive or explosive devices, and any other tool or device used by an individual in a threatening way. This prohibition against weapons applies whether the weapon is on the individual's person, carried in a container or openly, or in a vehicle brought onto the Club premises. Furthermore, while on Club business, staff members are prohibited from carrying or otherwise possessing or transporting weapons at any time and at any place.

C. Club Response

Any person who possesses a weapon, engages in violent acts, makes or exhibits threats or behavior perceived by the Club as threatening, or otherwise violates this policy, shall be removed from the premises as quickly as safety permits, and shall be barred from the Club premises until the outcome of an investigation. Violations of this policy shall result in disciplinary action, up to and including termination of employment, at the sole discretion of the Club. In addition, the Club may contact the appropriate criminal authorities for arrest and prosecution.

No other Club practice, policy, or procedure should be interpreted to limit the Club's ability to take prompt and appropriate action to prevent an act or threatened act of violence, or otherwise enforce this policy.

D. Responsibility to Report

Every staff member is responsible for promptly notifying his or her immediate supervisor or manager, or any member of management, of any violation or potential violation of this policy, including any threats that he or she has witnessed, received, or otherwise knows about. Even without an express, verbal threat, staff members should alert management to any suspicious behavior that they suspect might pose a danger to staff members, guests, and/or Club property.

The Club will strive to handle reports made under this policy with as much confidentiality as is reasonably practicable under the circumstances.

E. Arrests / Convictions

If a staff member is arrested or convicted of a crime concerning conduct that impacts the ability to perform his or her job, threatens the safety of the Club's work environment, or has the potential to undermine public confidence in the Club, the staff member must immediately inform his or her manager or supervisor, or any other member of management. The decision as to whether an arrest or conviction will affect a staff member's employment status with the Club depends on the circumstances, and such decision will be made in the sole discretion of the Club, in accordance with applicable federal, state, and local laws.

F. Searches and Surveillance

The Club reserves the right to search (1) all Club property and premises, (2) the personal belongings (i.e., pocketbook, briefcase, desk, locker, etc.) of any individual on Club property, and (3) any vehicle in a parking area owned or used by the Club. In addition, the Baltimore Country Club reserves the right to implement any security measures deemed necessary, including video surveillance, in order to enforce this policy. Such actions will be taken by the Club in accordance with applicable federal, state, and local laws.

G. Restraining or Other Orders

A staff member who is protected or covered by a restraining order or other type of protective order must immediately provide a copy of the order to his or her supervisor or manager, or any other member of management. The Club will strive to keep the order and its terms as confidential as is reasonably practicable under the circumstances.

H. Retaliation Prohibited

No retaliation will be tolerated against any person for reporting in good faith a violation of this policy, or for filing, testifying, assisting, or participating in any investigation, proceeding or hearing conducted by the Club, a federal or state enforcement agency, or a federal or state court.

I. Questions

If you have any questions about the Workplace Violence Policy, please contact your supervisor, the Director of Human Resources, and/or the General Manager.

3.4 Drug, Alcohol and Contraband Policy

A. General Information

The Baltimore Country Club is committed to maintaining a safe, healthy and efficient working environment for our staff members and the members we serve. The unlawful or improper presence or use of controlled substances or alcohol in the workplace presents a danger to everyone. For these reasons, we have established the following policy. Please note that no part of this policy, or any of the procedures herein, is intended to affect the Club's right to manage its workplace or to take performance improvement action, nor is the policy intended to guarantee employment or continued employment.

All staff members of the Baltimore Country Club are subject to this policy.

B. Conduct Prohibited by the Policy

The Baltimore Country Club strictly prohibits the actual or attempted possession, use, consumption, distribution, transfer, sale, purchase, manufacture, or transportation of controlled dangerous substances, or any other illegal or unauthorized drugs or drug paraphernalia, by any staff member (1) anywhere during regular working hours, and (2) on or in property, buildings, premises or vehicles owned, leased, occupied or otherwise used by the Club. The Club also strictly prohibits staff members from being impaired or under the influence of or otherwise having in their bloodstream controlled dangerous substances, or any other illegal or unauthorized drugs, (1) anywhere during working hours, and (2) on or in property, buildings, premises, or vehicles owned, leased, occupied or otherwise used by the Club.

In addition, the Club strictly prohibits staff members from carrying, using, possessing, or being under the influence of alcohol or intoxicating beverages (1) anywhere during working hours, and (2) on or in property, buildings, premises, or vehicles owned, leased, occupied or otherwise used by the Club. The moderate use of alcohol at Baltimore Country Club-approved meetings, with business meals, travel, entertainment, or in an appropriate social setting, is not prohibited by this policy.

Finally, staff members are prohibited from carrying, using, possessing or being under the influence of prescription drugs (1) anywhere during working hours, and (2) on or in property, buildings, premises, or vehicles owned, leased, occupied or otherwise used by the Club, unless the drugs have been prescribed by a physician for use by that staff member. This policy does <u>not</u> prohibit you from taking prescribed medication under the direction of a physician, provided that the prescribed medication does not impair your job performance or threaten your safety, security and/or property, or that of the Club and/or your co-workers. Staff members who are using prescription or over-the-counter drugs that may adversely influence their job performance must inform Human Resources.

Any staff member who violates this policy, or who is found to have committed a crime related to the possession, sale, distribution or use of the substances described herein, may be subject to disciplinary action, up to and including termination of employment.

C. **Definitions**

"Medical Review Officer" refers to a licensed physician designated by the Baltimore Country Club to act on its behalf. The Medical Review Officer will review any positive laboratory results generated by the Baltimore Country Club's drug testing plan and assist the Club in interpreting the results of the drug test.

"Club premises" includes, but is not limited to, all property, offices, facilities, land, buildings, structures, fixtures, installations, automobiles, trucks and all other vehicles and equipment, that are owned, leased, rented or used by the Club. "Club premises" also shall refer to all customers' properties and any other work locations, or mode of transportation to and from those locations, while engaged in the course and scope of employment with the Baltimore Country Club.

"Drug paraphernalia" refers to any material or equipment used or designed for use in testing, packaging, storing, injecting, ingesting, inhaling or otherwise introducing into the human body any illegal or unauthorized drugs covered by this policy.

"Drugs," for the purposes of this policy, shall include alcohol, legal and illegal controlled substances, narcotics, hallucinogens, depressants, stimulants, inhalants and other substances capable of creating or maintaining effects on one's physical, emotional or mental state, including, but not limited to, marijuana, cocaine, opiates, phencyclidine and amphetamines.

"Controlled dangerous substance" and "illegal drugs" refer to drugs for which the use, sale or possession is prohibited by law, and include (1) any prescription drug that has not been legally prescribed to the staff member by a properly licensed physician, and (2) any substance that is legally obtainable but has not been legally obtained or is not being used in the prescribed dosage for prescribed purposes.

D. Testing Program

(1) Types of Testing Performed

The Baltimore Country Club reserves the right to test all staff members for the use of controlled dangerous substances and alcohol. This may be done at the following times:

Reasonable Suspicion Testing: When a supervisor observes behavior or
performance problems that could adversely affect an individual's personal safety
or the personal safety of others, the supervisor/manager, with the concurrence of
another supervisor/manager, will notify the Director of Human Resources to
determine whether a drug test for cause should be conducted.

Factors that create a reasonable suspicion of drug use include, but are not limited to, direct observation of drug or alcohol use, possession of controlled dangerous substances, related paraphernalia, or alcohol, physical symptoms (i.e., slurred speech, glassy eyes, inappropriate or impaired movements or motor skills), the smell of controlled dangerous substances or alcohol on an staff member's breath or clothing, a pattern of abnormal or erratic behavior, arrest or conviction for an illegal drug-related offense, evidence that an staff member has tampered with a

test, involvement in a workplace accident, workplace injuries, or reports from reliable sources. A reasonable suspicion drug test may not be requested or required without the express and specific prior authorization of the Director of Human Resources.

If a test for cause becomes necessary for a staff member, the staff member will be suspended with pay until a full evaluation has taken place and an appropriate course of action has been determined. No prior notice is required to test for cause.

Post-Accident Testing: Any person who suffers an injury or is involved in an
accident on the job may be required to take a drug test within twenty-four (24)
hours after the injury or accident occurs. Covered persons may be suspended with
pay until a full evaluation has taken place and an appropriate course of action has
been determined.

(2) Testing Procedures

- Testing laboratory: All drug and alcohol tests will be analyzed by a laboratory that has all certifications required by law.
- Confirmation Test (Split Sample): A confirmation test will be conducted on every positive test result before the testing laboratory notifies the Club. A confirmation test is a test conducted with greater sensitivity for the identification and level of any drug (except alcohol) present in the original sample.
- Testing for alcohol generally will be through a calibrated breath scan instrument by a person trained in the calibration and operation of the instrument. If the instrument detects a blood alcohol level greater than .02, the staff member will be tested again 15 minutes later. If the second test also detects a blood alcohol level greater than .02, the staff member will be considered in violation of this policy.
- The effects of the various blood alcohol levels are:
 - An alcohol test of .02 but less than .08 will result in disciplinary action, including, but not limited to, removal from the work site for 24 hours, and a minimum of a one-day suspension without pay.
 - An alcohol test of .08 or above will be considered a drug test failure, and will result in disciplinary action, including, but not limited to, possible suspension and/or termination of employment.

Nothing in this policy limits the Club's rights to determine what disciplinary action, including termination, is appropriate in the event that any level of alcohol is found.

Procedures for a positive test: If a staff member's drug test result is confirmed to
be positive (in excess of the levels established by applicable federal or state
regulations or Club standards), the testing laboratory will notify the Club of the
test result. The Director of Human Resources will contact the staff member to
determine whether there is a legitimate explanation for the confirmed positive test
result. Only those persons with a "need to know" will be provided information

regarding a drug test and/or its results. A letter will be sent to the staff member notifying him or her of the positive test, along with a copy of this policy.

• Refusal to submit to a test: Refusing to submit to a drug test, tampering with a specimen sample (i.e., using a drug to "mask" the presence of alcohol or a controlled dangerous substance), or attempting to tamper with a specimen sample will be treated the same as a positive test result.

E. Searches

The Baltimore Country Club specifically reserves the right to carry out reasonable searches of personal effects and vehicles when individuals are entering, on, or leaving Club premises, including, but not limited to, all occupied or vacant land, buildings, structures, installations, automobiles, trucks, and other Club-owned or leased property. While submission to a search is voluntary, refusal to submit to a reasonable search may result in (1) expulsion from the premises, and (2) disciplinary action, up to and including termination of employment.

4.0 EMPLOYMENT STATUS

4.1 Staff Member Classification under the Fair Labor Standards Act ("FLSA")

- Exempt: Exempt staff members are those staff members who are not eligible for overtime pay, as defined under the FLSA.
- Non-exempt: Non-exempt staff members are those staff members who, regardless of title or function, are eligible for overtime pay, as defined under the FLSA. Non-exempt staff members are paid at a rate of time and one-half for hours worked in excess of forty (40) hours in one workweek.

4.2 Categories of Employment

- <u>Full-time</u>: A full-time staff member is normally defined as a staff member who is hired for an indefinite period of time, is regularly scheduled to work at least thirty (30) hours per week. Full-time staff members are entitled to participate in the Club's formally documented benefit plans at the rates and on the bases set forth in this Handbook and/or the applicable insurance contracts.
- Part-time: A part-time staff member is normally defined as a staff member who is hired for an indefinite period of time, and is regularly scheduled to work fewer than thirty (30) hours per week. Part-time staff members are not eligible to participate in the Club's formally documented benefit plans. Staff members who do not work a regular schedule, but rather work only when called for specific functions or operational demands, are considered part-time staff members for the purposes of this policy.
- <u>Seasonal</u>: A seasonal staff member is normally defined as a staff member who is hired for a specific period of time, not exceeding six (6) months. Seasonal staff members are not eligible to participate in the Club's formally documented benefit plans.
- <u>Intern / Extern</u>: Staff members who are hired for a pre-specified period of time for a parttime or full-time position (i.e., a culinary externship) to temporarily supplement the

workforce or to assist in the completion of a specific project are considered interns or externs (depending on the assignment). Interns and externs are not eligible to participate in the Club's formally documented benefit plans. Under certain circumstances, the specified period of employment may be extended. Such extension does imply or create a change in employment status.

- On-Call: An on-call staff member is normally defined as a staff member who is hired and utilized on a temporary basis as business peaks. On-call staff members are not eligible to participate in the Club's formally documented benefit plans.
- <u>Introductory</u>: Introductory staff members are staff members who have completed fewer than ninety (90) days of service in their particular job.

5.0 <u>COMPENSATION AND BENEFITS</u>

5.1 General Wage and Salary Policy

The Baltimore Country Club strives to maintain rates of pay that are competitive with those of other clubs in our area. Our wages and salaries are based upon several factors, including, but not limited to, knowledge, experience, ability, and the variety and scope of your responsibilities.

Salaries are stated in either annual or hourly terms. Annual pay for exempt staff members is computed on the basis of fifty-two (52) weekly pay periods. Hourly pay is computed based on the number of hours worked during the pay period.

It is imperative that you inform the Payroll Office of any changes to your name, address, or phone number. This will ensure that our records are correct, and that you receive your income tax information on a timely basis.

5.2 Paydays / Paychecks

You will be paid bi-weekly, every other Friday. Our normal pay period covers a two-week period, beginning on Saturday and ending on a Friday. When a payday falls on a holiday, you normally will be paid on the next business day. Early paychecks or pay advances will not be issued.

Your first opportunity to pick up your paycheck is Friday morning. You must be in uniform or business attire to pick up your paycheck at the front desk (i.e., no denim or fitness attire).

You must sign for your paycheck. The Club will not release your paycheck to anyone other than you, unless you provide us with written authorization permitting a specific individual to pick up your paycheck. This authorization will be effective only for the days or pay periods specified in the written authorization.

The Baltimore Country Club offers direct deposit. If you wish to take advantage of the direct deposit option, please contact the Business Office in order to complete the appropriate paperwork.

All mandatory federal, state, local, and other deductions will be made. In addition, the Club will make other deductions for certain benefits (i.e., health insurance premiums). Your

paycheck will have a statement attached showing both your earnings for the pay period and the amounts deducted.

5.3 Paycheck Errors / Lost Paychecks

We make every effort to ensure that your paycheck is correct. We encourage you to keep track of your own hours and gratuities so that you may compare them with your pay stub.

If you feel there is an error with regard to your paycheck, please see your supervisor immediately. It is a good idea to retain your pay stubs so that errors may be promptly corrected.

With regard to lost checks, we will reissue a paycheck on any uncashed lost paycheck after stopping payment. Stop payment charges from our bank will be deducted from your reissued check. It will take from two (2) to five (5) business days (Monday-Friday) to reissue a lost paycheck.

5.4 Gratuities

While cash tipping by members is discouraged, you may accept cash tips when offered. However, asking for, hinting at, or in any way encouraging cash tips by any method other than giving exceptional service is prohibited.

5.5 <u>Time Records</u>

If you are a non-exempt staff member, we must have an accurate record of the hours that you work in order to calculate your earnings. To ensure that you receive full pay for all hours worked, you must clock in at the beginning of workday, and clock out at the end of the workday.

Each staff member is responsible for his or her own time card. You are prohibited from clocking in or clocking out for other staff members. You will be paid for all approved hours that you work "on the clock." For example, if you are scheduled to begin working at 9:00 a.m. but do not clock in until 9:05 a.m., you will be paid starting at 9:05 a.m. However, you may be subject to disciplinary action under the Club's absenteeism policy.

Staff members are prohibited from clocking in more than six (6) minutes before their scheduled starting times, or more than six (6) minutes after their scheduled ending times. Your supervisor will determine your work hours with you.

Staff members must clock in and out for meal breaks. If you work through your meal, you are not required to clock out. However, you must obtain the approval of your supervisor prior to working through your meal break.

If you require time off during the workday to attend to personal business, you must clock out when leaving the Club, and clock back in upon your return.

Non-exempt staff members will receive time and one-half for all hours worked in excess of forty (40) in a given workweek. You must obtain prior approval from your supervisor in order to work overtime.

5.6 Overtime

Non-exempt staff members will be compensated for hours (or portions thereof) worked in excess of forty (40) hours in a single workweek. Remuneration for overtime work is paid at a rate of one and one-half times your normal hourly rate. We do not calculate overtime on paid time off (i.e., sick, holiday, vacation, etc.). You must have prior authorization from your supervisor in order to work overtime.

Exempt staff members are not eligible for overtime pay.

5.7 Wage Assignments, Attachments, & Garnishments

The Club does not wish to become involved in the personal finances of any staff member. As a general rule, we will not assist your creditors unless compelled to do so by law. You are encouraged to clear up outstanding debts prior to garnishment.

5.8 Payroll Deductions

The Club is required by law to deduct the applicable federal, state and local income taxes. Social Security (FICA) will also be deducted. The Club will also deduct SDI (the Maryland State Unemployment Insurance/Workers Compensation fund). Any employee who chooses to enroll in medical benefits will have the appropriate deductions made based on the amount of coverage they opt for. The Club will also comply with any requests from the courts regarding garnishments.

5.9 Workers' Compensation

The workers' compensation statute provides (1) compensation for loss of wages because of disability resulting from an injury or illness that arises from or in the course of employment, (2) payment of medical expenses necessary as a result of such injury or illness, (3) dependent survivor's benefits, and (4) a payment in the event of a work-related death. Absences covered by workers' compensation are not charged against your paid time off. If applicable, however, absences covered under workers' compensation will be charged against family and medical leave. To ensure proper coverage, all accidents that occur on the job must be reported immediately to your supervisor and a injury report form completed, even if no injuries are apparent. Failure to report an injury or illness may result in the loss of benefits.

5.10 <u>Unemployment Compensation</u>

The Baltimore Country Club is a covered employer under the Maryland state unemployment compensation law, and contributes to this benefit plan on behalf of all staff members.

5.11 Formally Documented Benefit Plans

The Baltimore Country Club provides benefits to full-time staff members. To be considered full-time, a staff member must work, averaging at least thirty (30) hours per week. In addition, certain Club staff members may have employment agreements that contain different eligibility requirements.

The Club's benefits are the subjects of formally documented benefit plans, and currently consist of the following:

- Group Health Insurance;
- Group Dental Insurance
- Vision Insurance
- Life Insurance; and
- Disability Insurance
- 401(K).

Summary plan descriptions describe the entitlements, limitations, and staff member obligations under each plan. The complete provisions of each plan are contained within the official plan documents for each type of coverage. These plans are supplemented or replaced from time to time as the terms of a particular plan are changed or superseded.

In the event of a conflict in the language or interpretation between the official plan documents and either this summary or the descriptions contained in the summary plan descriptions for each plan, the terms of the official plan documents control. You may obtain copies of the plan documents from the Director of Human Resources.

6.0 SCHEDULING, BREAKS, & MEALS

6.1 Scheduling Policies

<u>Schedule Requests</u>: Schedule requests must be sent to your supervisor by the Saturday prior to the schedule week posting. There are certain occasions, known as "Black Out Days," that represent large events requiring all staff members to work (i.e., July 4th, Member-Guest Weekend, Easter Brunch, etc.). You must speak to your supervisor in the event you would like to request one of these days off. While we try to accommodate all requests, at times we are unable to do so, and you will be required to work.

<u>Schedule Substitutions</u>: If you are unable to work a scheduled shift, you may ask another staff member in your department to work it for you. Both staff members are required to sign an agreement stating (1) the date and shift to be worked, and (2) the name of the individual who will work your shift for you. Please keep in mind that all schedule substitutions require your supervisor's prior approval.

6.2 Meal Breaks

Breaks and meals are scheduled in accordance with both operational needs as well as state and federal requirements. All staff are required to clock in and out from their scheduled break. Eating is allowed only during a Staff Member's assigned break or meal period in areas designated by management.

6.3 Staff Member Meals

Your daily meal is a privilege of employment; therefore, you will not be charged for your meal. Staff member meals are planned daily by the kitchen staff, therefore there are no

substitutions. If for any reason you choose not to take part in the meal that is offered, you are welcome to bring your own meal.

You are entitled to Club-provided beverages and snacks (located in the staff member breakrooms). You may not remove any club provided food from the staff member breakroom. Failure to adhere to this policy will result in disciplinary action.

Staff may not eat or drink in any member areas. Both Roland Park and Five Farms have staff member breakrooms. Please clean up after yourself.

7.0 ATTENDANCE, TIME OFF, AND LEAVE

7.1 Non-Exempt Staff Members

Non-exempt staff members are paid straight time for all hours worked up to forty (40) hours in a workweek, and time and one-half for all hours worked in excess of forty (40). Your supervisor will notify you of your starting, ending, and break times.

7.2 <u>Exempt Staff Members</u>

Exempt staff members are expected to work the total number of hours required to do their jobs. A minimum of forty (40) hours per week is required, and often a greater number of hours will be needed. If you are an exempt staff member, your schedule frequently will not coincide with office hours. Because the annual salary of exempt staff members is remuneration for the total responsibilities of their jobs, exempt staff members are not eligible to receive overtime compensation, either in salary or in paid time off.

7.3 Absenteeism and Lateness

Punctuality and regular attendance are a part of your regular job duties. You must be at your station, in uniform, ready to work at your scheduled time.

If you are going to be late for work, leave work early, or be absent from work, you must call your supervisor at least two (2) hours prior to the start of your shift. If possible, you should indicate your anticipated length of absence. If you are absolutely unable to call into work yourself, you must have someone call for you. Do not leave a message with the person answering the phone.

You are responsible for covering your shift. You should contact fellow staff members and attempt to find someone to fill in for you when you must be absent and have your manager/supervisor approve the coverage.

If your absence is longer than one day, you must call your supervisor each day unless he or she has approved your absence. For absences of more than three (3) consecutive days, we may require you to provide us with a doctor's note explaining your absence. If, after the completion of your introductory period, you are absent for two (2) consecutively scheduled workdays without notifying your supervisor, we will assume that you have voluntarily abandoned your position, and you will be removed from the payroll. If you are absent for one (1) scheduled workday without notifying your supervisor during your introductory period, you will be subject to disciplinary action, up to and including termination of employment.

Failure to follow this policy in any way, frequent, excessive, or pattern lateness and absenteeism, and/or frequently leaving work early may result in disciplinary action, up to and including termination of employment. Your manager will keep a written record of your attendance record. You may review this record upon request.

7.4 <u>Meetings</u>

Periodically, the Club holds mandatory staff meetings to discuss safety, service, and other work-related issues. You will be notified of these meetings in advance. Failure to attend these meetings will be considered an unexcused absence.

7.5 Paid Time Off (PTO)

The Club believes staff members should have time off to relax and enjoy their time away from work and to take care of other personal matters. As such, the Club has a Paid Time Off (PTO) Policy that provides full-time staff members with paid time off benefits that they can manage for vacation, personal time, personal illness/injury, medical or other appointments and to care for dependents. The benefit of the PTO policy is that you have the flexibility of managing the time you take off for vacation or personal business and the time you keep in reserves that would provide some continuation of pay if you have an unexpected need to take time off under this policy.

The State of Maryland has enacted the Maryland Healthy Working Families Act, that requires employers to provide staff members paid time off work. The benefits of the Club's PTO policy meet and exceed the benefits required under this Act. Your total annual PTO benefits will be as illustrated under the PTO Accrual section, but to comply with the Act, your PTO benefits will be reported on your check under two categories, Paid Time Off and Maryland Sick. This does not change, in anyway, the accrual, use and payment of your PTO benefits.

Eligibility for PTO

All full-time staff members are eligible for paid time off benefits under the PTO policy. Time off under the PTO policy will begin accruing at the time you are hired or transferred into full-time status. You will be eligible to receive your accrued PTO benefits after you have completed 3 months of full-time employment. After 3 months of full-time employment all accrued PTO benefits are available for your use following the pay period they are accrued.

PTO Accrual

Your length of service with the Club will determine the rate at which you will accrue PTO benefits and you will become eligible for the next higher level on your anniversary date or the date you transferred to full-time status. PTO hours accrue on all bi-weekly paychecks, but will not accrue during any unpaid leaves of absences excluding FLMA. Your PTO benefits will accrue as follows:

	Annual PTO Benefits		PTO Accrual Rate Per Bi-
Years of Service	Days	Hours	weekly Pay

Less Than 1 Year	10 Days	80 Hours	3.076 Hours
After 1 Year	15 Days	120 Hours	4.616 Hours
After 10 Years	20 Days	160 Hours	6.154 Hours
After 20 Years	23 Days	184 Hours	7.078 Hours

Using PTO Benefits:

You may use your accrued PTO benefits for vacation, personal time, personal illness/injury, medical or other appointments and to care for dependents, this includes:

- To care for or treat a mental or physical illness, injury, or condition;
- To obtain preventative medical care for yourself or a family member;
- To care for a family member with a mental or physical illness, injury, or condition;
- For maternity or paternity leave; or
- An absence from work due to domestic violence, sexual assault, or stalking committed against you or a family member and the leave is being used:
 - o To obtain medical or mental health attention;
 - o To obtain services from a victim services organization;
 - o For legal services or proceedings;
 - Because you have temporarily relocated because of domestic violence, sexual assault, or stalking.

For this policy, a family member includes a spouse, child, parent, grandparent, grandchild, or sibling.

PTO Benefit Carryover

You will continually accrue your PTO hours. However, at your anniversary date you may carryover no more than 160 hours (20 days) of PTO benefits. Any PTO hours you have in excess of 160 hours (20) days on your anniversary date will be forfeited. The Club does not allow staff members to cash-in, sell or transfer PTO benefits.

Scheduling and Using PTO

Time off under the PTO policy must be requested using ADP and be approved by your manager. Time off must be scheduled at least one week in advance. Unscheduled time off under this policy will only be approved when emergency situations or circumstances exist that an advance request or notification was not possible. If a staff member's unscheduled time off

adversely affects the Club's ability to operate it may lead to corrective action, including termination.

You may use PTO benefits in increments of no less than one hour. When requesting time off you are required to request time off according to your regularly scheduled workday. For example, if you typically work a six-hour shift you would request six hours of PTO benefits when taking that day off. If you have already worked forty (40) hours in a work week, you may not request or use additional PTO hours in order to receive additional pay for that week.

PTO benefits used do not count in the calculation of overtime hours worked. PTO benefits may be used to make up for your regular shift if you are either asked to stay home or leave early due to operational needs but may not exceed 40 regular hours for that pay week. However, PTO benefits are not to be used because a staff member is late to work or wants to leave work early unless management authorization was previously granted.

While this policy allows staff members flexibility in taking time off Club management has the discretion to request that a staff member provide a note from a health care provider at any time to confirm a staff member's absence, especially in the event of unscheduled absences due to medical reasons.

PTO benefits may only be used if they are accrued and may not be used in advance. Additionally, accrued PTO benefits will not be paid out in advance for scheduled time off or be used during a resignation notice period.

Payment of PTO

PTO benefits will be paid at the staff member's regular base pay rate in effect at the time PTO benefits are used or paid out. After completing 3 months of employment you will be eligible for your PTO benefits and should you leave the Club for any reason after 6 months of service you will receive 75% of your accrued but unused PTO benefits up to the maximum accrual of 160 hours (20 days) of PTO benefits or a maximum pay out of no more than 120 hours (15 days).

If for some circumstance you have taken and been paid for time off that was not yet accrued, thereby creating a negative accrued balance, you must make every effort to eliminate the negative balance and if you subsequently leave the Club with a negative balance you must repay the Club and the balance will be deducted from your pay.

7.6 Part-Time Staff Member Sick and Safe Leave Policy

The State of Maryland has enacted the Maryland Healthy Working Families Act, that provides part-time staff members paid time off work. All part-time staff members who regularly work at least 12 hours per week and are over the age of 18 years, are eligible for paid time off benefits. Your time off benefits begin accruing on your first day of employment and you will be eligible to use your accrued benefits after completing 106 days of employment.

Accrual:

You will accrue sick and safe leave benefits at a rate of one hour for every 30 hours worked, not to exceed 40 hours of sick and safe leave benefits in a twelve-month period from your anniversary date. years. Any accrued, but unused sick and safe leave benefits up to 24 hours

will carryover from one anniversary year to the next. The maximum sick and safe leave benefits that you can accrue in any one anniversary year will be 64 hours. Sick and safe leave benefits will not accrue during any unpaid leaves of absences, excluding FLMA.

Your accrued sick and safe leave benefits and usage will be reported on your paycheck invoice.

Usage:

You may use your accrued sick and safe leave benefits under the following conditions:

- To care for or treat the staff member's mental or physical illness, injury, or condition;
- To obtain preventative medical care for the staff member or a staff member's family member;
- To care for a family member with a mental or physical illness, injury, or condition;
- For maternity or paternity leave; or
- The absence from work due to domestic violence, sexual assault, or stalking committed against the staff member or a staff member's family member and the leave is being used:
 - o To obtain medical or mental health attention;
 - o To obtain services from a victim services organization;
 - For legal services or proceedings;
 - Because the employee has temporarily relocated because of domestic violence, sexual assault, or stalking.

For this policy, a family member includes a spouse, child, parent, grandparent, grandchild, or sibling.

Requesting and Scheduling:

Time off for sick and safe leave must be requested in advance using the Club's Staff Member Action Form. Time off must be scheduled at least 7 days in advance. If an advanced notice is not possible, you must provide notice as soon as practicable. When an advanced notice is not provided, time off will only be approved when emergency situations or circumstances exist that an advance request or notification was not possible.

You may use accrued sick and safe leave benefits in increments of no less than one hour. When requesting time off you are required to request time off according to your regularly scheduled workday. For example, if you typically work a six-hour shift, you would request six hours of time off. You may not schedule or use sick and safe leave benefits to receive additional hours of pay. Sick and safe leave benefits used do not count in the calculation of pay for overtime hours worked.

While this policy allows staff members flexibility in taking time off your Club management has the discretion to request that a staff member provide a note from a health care provider at

any time to confirm a staff member's absence, especially in the event of unscheduled absences of sick or safe leave. As such, the Club reserves the right to deny leave in certain circumstances.

Accrued sick and safe leave benefits will not be paid out in advance of scheduled time off, be used during a resignation notice period or paid out upon termination of employment from the Club.

7.7 Holidays

The Club observes 6 holidays each year. Full-time and full-time seasonal staff members (staff employed to work more than 6 months) may receive holiday pay and in some cases time off. A full-time or full-time seasonal staff member is someone who consistently works at least 30 hours per week on an ongoing basis.

Holidays are observed on the actual date of the holiday with the only exception being the business office. The 6 observed holidays are:

- New Year's Day;
- Memorial Day;
- Independence Day;
- Labor Day;
- Thanksgiving Day; and
- Christmas Day.

All full-time and full-time seasonal staff members will receive holiday pay as follows:

- Nonexempt staff members working a holiday will receive 8 hours of holiday pay plus their normal pay for time worked.
- Nonexempt and exempt staff members who are off on an observed holiday will receive 8 hours of holiday pay.
- Exempt staff members who work more than 4 hours on the actual holiday date may receive 8 hours of holiday pay or take the holiday later. Exempt staff members must have supervisory approval before working a holiday and must notify their supervisor in advance whether they chose to receive holiday pay or take another day off. If an exempt staff member chooses to take another day off it must be taken by the end of the calendar year.

Holiday pay is equal to 8 hours of a staff member's base rate of pay, not to include any gratuities or commissions and holiday hours are not counted as hours worked.

To be eligible to receive holiday pay, you must work on the previous and following regularly scheduled workdays, and if scheduled on the holiday itself, you must report to work.

7.8 Jury Duty

If you receive a notice of jury duty, you must notify your supervisor as soon as possible so that arrangements can be made to cover your position during your absence. If you hold a position critical to the operation of the Club, your supervisor may contact the court and seek to excuse you from serving. If you serve on a jury, you will receive from the Club the difference between your jury duty pay and your regular rate of pay. You must provide documentation of your jury service in order to be paid for your time off.

7.9 <u>Election Leave</u>

If (1) you are a registered voter, (2) you are scheduled to work on Election Day, and (3) you do not have two (2) hours of continuous off-duty time during the time the polls are open, you will be permitted no more than two (2) paid hours absence from work to vote. You must furnish your supervisor with proof that you have voted to in order to be paid for this time.

7.10 Military Leave

A staff member who joins the United States armed forces is eligible for leave for a period of up to five (5) years. This policy also applies to staff members who are active members of military reserve units and who are required to participate in periodic reserve duties. If you request this leave, you must notify the Director of Human Resources and/or the General Manager as soon as your plans become definite, and provide a copy of your orders.

Your health benefits will continue for you and your covered dependents for up to thirty-one (31) days of leave. The Club will continue to pay premiums for you, but you must continue to pay for coverage for any dependents. Payment for covered dependents must be made in advance. For leave in excess of thirty-one (31) days, continued health benefits will be offered under COBRA provisions.

You are eligible for reinstatement with the Club after returning from leave, provided that you were honorably discharged. You must apply for reinstatement between one (1) and ninety (90) days following discharge, depending on the length of military service.

7.11 <u>Emergency Closing / Inclement Weather</u>

If you feel that you are unable to come to work because of the weather conditions, you may have the day off only if (1) you notify your supervisor, and he or she grants your request, and (2) you use a paid day you may have available.

In the event that the Club is unexpectedly closed because of uncontrollable factors, such as unusual weather conditions, transportation strikes, fires, or national emergency, you will not be charged for your absence. Non-exempt staff members who report to work and subsequently leave early due to the closing of the Club will be paid for the number of hours worked.

7.12 Family and Medical Leave

A staff member who has been employed by Baltimore Country Club for at least twelve (12) months and has worked at least 1250 hours during the twelve (12) months immediately preceding the leave may take up to a total of twelve (12) unpaid weeks of leave during a

twelve (12) month period, measured forward from the date the staff member first takes family and medical leave. You may take family and medical leave for the following reasons:

- 1. The birth of a child to, or placement of a child for adoption or foster care with, you or your spouse (leave may be taken for birth or placement of a child only within twelve (12) months of that birth or placement);
- 2. The serious health condition of a spouse, child, or parent; or
- 3. Your own serious health condition.

This leave may be taken on a continuous, intermittent, or reduced leave schedule basis.

The following procedures will apply when you request family and medical leave:

- If the need for leave is foreseeable, you must provide your supervisor and the Director of Human Resources with at least thirty (30) days written notice before the leave is to begin. Where the need is not foreseeable, you must provide the Club with notice of your intent to take leave as soon as practicable. Failure to provide timely notice can result in a denial of your request for leave until thirty (30) days after appropriate notice has been given. If leave is needed due to a planned medical treatment, you must make a reasonable effort to schedule the treatment to avoid disruption to the Club's operations.
- When you make a request for family and medical leave, we will require certification that the leave is necessary on a form that will be provided to you. We reserve the right to verify this certification by obtaining an alternate medical opinion at our expense. We also reserve the right to require re-certification of the need for leave during the leave period, as well as reports on your status and your intention to return to work. When your medical leave ends, we will require you to obtain appropriate certification that you are able to resume work as a condition of your return to work. Failure to provide timely certifications or reports as requested may result in a delay in the authorization to take leave, or its cancellation.
- You are required to substitute at least 50% of accrued paid leave for unpaid family and medical leave. Paid leave includes Paid Time Off (PTO) for full-time staff, or Maryland Sick & Safe Leave for part-time staff. The maximum amount of leave permitted (both paid and unpaid) is twelve (12) weeks in a twelve (12) month period, measured forward from the date on which you first take family and medical leave. In other words, the combination of paid and unpaid leave may not exceed twelve (12) weeks.
- While you are on family and medical leave, you will be permitted to continue participating in any health and welfare benefit plans in which you were enrolled prior to the first day of leave. If you are paying a portion of these benefits, you must make arrangements with the Director of Human Resources to continue payments during any

extended periods of leave. You will not accrue seniority or leave benefits while you are out on unpaid family and medical leave.

• If you choose not to return from leave, you will be required to repay the Club's portion of the premium payment, unless the reason for not returning is due to the continuation of your own illness or other circumstances beyond your control.

In general, eligible staff members will be returned to the same position held prior to the leave, or one that is substantially equivalent in pay, benefits, and other terms and conditions.

Our family and medical leave policy complies with federal laws and regulations, as well as other applicable laws that provide for certain obligations and restrictions on you and the Club. It is the policy of the Baltimore Country Club not to discharge or discriminate against any staff member for exercising his or her rights under the Family and Medical Leave Act. If you think you have been treated unfairly, you should contact the Director of Human Resources.

7.13 Bereavement Leave

Full-time staff members who have completed at least ninety (90) days of continuous service are eligible to receive up to three (3) consecutive workdays off with pay in the event of a death in the immediate family. Bereavement leave must be taken within three (3) days after the death of the immediate family member. If additional time is needed, vacation or unpaid personal leave may be taken with supervisory approval.

You must notify your supervisor of your need to use bereavement leave before your regular starting time (or within two hours after your regular starting time, if necessary). In addition, you may be required to provide verification of your need for bereavement leave (i.e., a copy of the obituary, etc.).

For the purposes of this policy, "immediate family" includes the following: your current spouse, mother, father, stepparents, sister, brother, child, stepchild, current parent-in-law, and grandparents.

7.14 Personal Leaves of Absence

The Club may, in its discretion, grant a personal leave of absence for unique or extraordinary reasons that are not covered by the other policies described in this Handbook. The maximum amount of time that will be granted for a personal leave of absence is six (6) weeks in any 12-month period (calculated using the FMLA's "rolling year" method).

Full-time staff members who have at least three (3) months of consecutive service as regular, full-time staff members are eligible to apply for a personal leave of absence. The decision whether to grant a request for a personal leave of absence in a particular case will be based upon several factors, including, but not limited to, the business needs of the Club.

During a personal leave of absence, you are responsible for maintaining any employment-related benefits, at your own cost.

Upon the expiration of the leave, the Club will attempt to reinstate you to your former position, or an equivalent position, if such a position is available. Any staff member who fails to report to work at the end of a personal leave of absence, or who applies for and receives unemployment insurance while on leave, will be considered to have voluntarily resigned.

8.0 PERSONAL APPEARANCE, GROOMING AND UNIFORM STANDARDS

The Club expects its staff to continually project a positive and professional image of the Club. Part of the way we do this is through appearance and grooming. As such, it is the policy of the Club that your personal appearance, grooming and attire must always project a professional image.

The Club has established overall standards for your personal appearance, grooming and attire. However, each department has the discretion to set standards that may be stricter than those listed below, and health and safety regulations may also require stricter standards. These standards apply to all staff members whether on the Club's premises or representing the Club off its premises.

8.1 Personal Appearance and Grooming

- Hair you must always be clean and neatly groomed. Extreme hairstyles, in color, style or design are not permitted. If you are in a position where you interact with members your hair must not cover your eyes, ears or be longer than your shirt collar. If you are in a position that does not interact with members and your hair is longer, it must be neatly pulled back.
- Facial Hair if you are in a leadership position (i.e.- Executive, Manager, Supervisor, and Captain), you must have a clean-shaven face, no mustaches, beards, goatees, or long sideburns. If you are in a non-leadership position you are permitted to have facial hair, but it must be neat, clean, and well-trimmed at all times. New beards, mustaches, goatees, and long sideburns must be fully grown out away from work during time off or other non-working periods. Management reserves the right to enforce shaving if a staff member arrives to work with new, un-trimmed, or not fully grown out facial hair. No extreme sideburns, beard or mustache styles will be allowed.
 - Sideburns shall be neat in appearance and trimmed. Sideburns shall not extend more than ½" below the ear, shall be no wider at the base than 2" and shall be separated from the mustache by a minimum space of 1".
 - Mustaches shall be neat in appearance and trimmed. Mustaches shall not extend more than ½" past the corner of the mouth and below the corner of the mouth.
 - Beards and goatees shall be neat in appearance and properly groomed.
- Jewelry if you wear jewelry, it must be conservative, in good taste and not excessive. Female staff members are not to have excessive amounts or size jewelry and earrings must not exceed 3/4" in length below the ear lobe. Smart watches must remain on silent.
- Body Piercings if you have body piercings, other than earrings, that are visible when in uniform, including, but not limited to, nose, tongue, lip and eyebrow piercings, they must be either removed during work hours or replaced with a clear/skin-colored piercing

placeholders. Bandages may not be used to cover piercings that would otherwise be visible.

- Tattoos Visible tattoos are discouraged, however are permitted if they aren't offensive in nature. However, Staff are encouraged to cover tattoos. Face, head, or neck tattoos are not permitted.
- Hygiene you must control body odor with the use of natural or chemical deodorant or antiperspirants. Only light smelling and light use of cologne, aftershave, perfume is permitted. Fingernails must be clean and must not extend beyond the fingertip.
- Makeup & Nail Polish any makeup, including nail polish, worn you must be conservative and in good taste and used to complement your skin tone and create a natural look. Excessive and extreme makeup, including nail polish, is not permitted.
- Eating you may not eat in front of members or in any of the areas frequented by the members. If you are in a position where you interact with members, you may not chew gum while working. Eating in front of or in member areas may only be allowed if there is an acceptable business purpose and it has been preapproved by your management.
- Name tag if a nametag is a required part of your uniform, it must always be worn while
 you are working. All nametags must be worn on the right chest area. It is your
 responsibility to take care of your name tag and avoid losing it.

8.2 Uniforms

Depending on your position with the Club, you may or may not wear a uniform. If you do wear a uniform it is your responsibility to keep your uniform, including shoes, clean, pressed and overall presentable. You must always be in full uniform while on Club property, this includes walking to and from the Club's parking lot. You are responsible for reporting to work with your full uniform, having it sized correctly and free of repair, such as no missing buttons, rips or stains. Upon leaving employment you must return your uniform to your department manager. If you do not return all or part of your uniform the cost will be deducted from your final paycheck.

If you are not required to wear a uniform you are required to dress conservatively, in the appropriate attire for your position. All clothing must be properly sized, freshly laundered, neatly pressed, and free of holes and stains. Shirttails must always be tucked in and appropriate undergarments must be worn. Jeans and any type of denim are prohibited. Spandex and similar garments are permitted only in Racquet Sports and Fitness and only as undergarments. Shorts, where permitted, must have an inseam of at least five inches. Additionally, non-uniform attire may not include plunging necklines, low-rise pants, miniskirts, belly shirts that expose the abdomen, see through shirts, clothing that is too tight or too large, strappy camisole tops without a sweater or jacket, shirts unbuttoned that would expose chest hair, t-shirts, jeans and clothing with inappropriate logos or sayings.

As a Staff Member of the Club, you are expected to always comply with these Personal Appearance and Grooming Standards while on property. You must always report to work and leave the Club property in full uniform attire or in Club casual attire as required and defined for members. If you have questions regarding items not clear or covered in this policy consult with your manager. Your Club management maintains the sole discretion to determine the

appropriateness of work attire. If you are deemed not to be professional or conservative in dress, style or grooming or in proper uniform you will be asked to comply or clock-out and leave the property and return when your personal appearance or grooming issue has been corrected. Any violations to this policy may result in corrective action, including termination.

9.0 WORKPLACE POLICIES

9.1 <u>Introductory Period for New Staff Members</u>

The introductory period for new staff members lasts ninety (90) calendar days from the date of hire. During this time, you will have an opportunity to evaluate the Club as a place to work, and management will have an opportunity to evaluate you as a staff member. Club benefits will not be granted during this period unless specifically stated. You will be given credit for seniority and benefits (where indicated in this Handbook) retroactively to your date of employment after completing your introductory period.

If you are promoted, transferred, or otherwise changed to a different position, you will serve an additional ninety (90) calendar day introductory period.

If you are serving an introductory period because of a change in position, such as a transfer or promotion, you will continue to earn and receive all benefits.

9.2 Performance Appraisals

The performance appraisal system is an integral part of the Club's compensation program. Supervisors and staff members are strongly encouraged to discuss job performance on an informal, day-to-day basis. Formal performance appraisals normally are conducted after the completion of the introductory period, and thereafter at or around the fiscal year of the Club in February/March.

9.3 Courtesy & Language in the Workplace

The use of obscenity, profanity, sexual innuendoes, or coarse language in the workplace is highly unprofessional and unacceptable. If it persists, it can create a hostile workplace environment, and may be perceived as a form of harassment. All staff members are cautioned to avoid such language. Persons improperly subjected to offensive language should report the incident, using the procedure outlined in the harassment policy. Individuals who use inappropriate language may be subject to disciplinary action, up to and including termination.

9.4 Working with Club Members

At a private country club, we work with the same members repeatedly. With this frequency, you will develop a relationship with the Club members. Always be friendly but maintain a professional attitude and disposition. It is important that we treat Club members with respect, without showing favoritism to anyone or any group of members.

Occasionally, a member may have a bad day, receive distressing news, or have been served food or beverage not to his or her liking. Although rare, such stress may cause abuse directed toward staff members. Such abuse will not be tolerated, and you are encouraged to contact your supervisor immediately with details.

It is everyone's responsibility to project a hospitable and pleasant image for our members. How we look and act is very important. Be courteous to all Club members and their guests, as well as your fellow staff members. Always address a member with his or her proper title, such as "Mr.", "Mrs.", "Miss", "Ms.", or "Dr."

The staff is not on a first name basis with the membership. If you do not know the member's surname, a "Good morning, Sir" or "Good evening, Ma'am" is proper. Be friendly, but not familiar.

As when a member or guest thanks us for the gracious hospitality we provide, we always state, "It's my pleasure."

When you talk to a member on the telephone, you are "the Club" to them. Your telephone manners may mean the difference between a satisfied member and the loss of a valued member. Chewing gum while on the telephone or any time while at work is forbidden. When completing a phone conversation, always let the member hang up first.

Staff members should not engage in lengthy conversations with Club members. If a member requests personal information about another Club member or a staff member, you should reply, "I'm sorry, I do not have that information." Do not give out any personal information regarding any staff member or Club member.

9.5 Member Fraternization

To avoid conflicts of interest or the appearance of conflicts, Baltimore Country Club strongly discourages personal relationships between Staff Members and Club Members. Such relationships can lead to the perception of favoritism and in some cases may be an embarrassment to the Club. Therefore, Staff should use the utmost discretion and recognize this sensitivity.

Any act of favoritism to a guest, vendor or Club Member by a Staff Member, due to a personal relationship, is prohibited. Any harassment to such a party by a Staff Member's aggressive pursuit of a personal relationship is also prohibited.

We recognize that from time to time there may be business relationships between a Club Member and a Staff Member. These relationships are not sanctioned by Baltimore Country Club, and in no way would/should the Staff Member be acting as a Staff Member/agent of Baltimore Country Club during those business transactions.

Violation of this policy will result in disciplinary action, leading up to and including possible termination.

In an effort to maintain the professional status of Club, Staff Members, and prevent any potential conflict of interest, all Staff MUST keep their immediate supervisor apprised of any situation that may be construed to be Member fraternization, whether through personal or business situations affecting guests, vendors or Club Members of Baltimore Country Club. This includes tasks/jobs such as babysitting, dog sitting, moving furniture or other odd jobs. The Club is not responsible for the services offered by the Staff Member in connection with these activities and will not facilitate such activities.

9.6 **Smoking Policy**

The Baltimore Country Club seeks to provide a healthy, comfortable and productive work environment for its staff members. Accordingly, no staff member may smoke cigarettes, cigars, pipes or other smoking devices in any area or property of the Club.

9.7 Parking

Staff members working at Roland Park may park anywhere on Club Road, but may not park in the reserved parking area (name on sign) or in the members lot at any time. Staff members working at Five Farms may park only in the lower parking lot by the pool and back fencing.

The Club is not responsible for lost, stolen, or damaged property. You are responsible for locking your car and ensuring that valuables are stored out of sight.

9.8 Lost & Found

All items found on Club property must be turned in to a supervisor. Supervisors will then bring the items to the Club's Front Desk, who will record the item(s) in a log and store them in Lost & Found.

9.9 Solicitation

Unauthorized solicitation (i.e., taking collections, selling raffle tickets, etc.) of Staff Members during work hours is not permitted without prior approval from the General Manager. Under no circumstances may Staff Members solicit Club Members. Also, the only spokesperson for the Club is the General Manager. No one can speak on behalf of the Club, except the General Manager or someone he/she appoints.

9.10 Serving Alcohol

The Club will not serve guests who are visibly intoxicated. Slurred speech, unsteadiness, and belligerent or argumentative behavior are indications of intoxication. Please ask a supervisor to assist in handling these guests.

Serving alcohol to minors is illegal and against Club policy. If you suspect that a minor is ordering and/or drinking alcohol, please notify the floor supervisor immediately.

9.11 Gifts from/to Staff Members

We want our staff members to be able to make clear, unbiased, and objective decisions without obligation. Therefore, the Baltimore Country Club does not allow staff members to accept gifts, cash, or other items of significant value where there is an expectation of reciprocity with the acceptance of the gift. If you have any questions about this policy, please contact the Director of Human Resources.

9.12 Relationships between Staff Members

Some relationships between staff members in the workplace can create uncomfortable situations and interfere with the operation of the Club. Additionally, the Club is committed to a zero-tolerance policy on sexual harassment. With these issues in mind, the Baltimore Country Club issues the following policy on relationships between staff members.

Relationships of a romantic or sexual nature between staff members, one of whom has the authority to influence the financial or career advancement of the other, may give rise to serious conflicts of interest, even when consensual. Such conflicts can result in real or apparent workplace inequities and, in some instances, violations of federal, state, and local discrimination laws. Therefore, romantic, or sexual relationships between members of management and individuals whose performance they observe and/or evaluate are addressed on a one-on-one basis and appropriate adjustments are made.

Furthermore, no Staff Member may be the supervisor of a relative, or have substantive influence or authority over the career advancement, compensation, or performance appraisal of that relative, unless expressly and specifically authorized in writing by management. For the purposes of this policy, "relative" shall include: any spouse, children, siblings, grandparents, in-laws, and step-relatives. If you become involved in such a working relationship, you must immediately report it to your supervisor so that appropriate adjustments and safeguards can be implemented. Violations of this policy may be grounds for disciplinary action, up to and including termination of employment.

Additionally, Staff Members may not have current and/or previous personal or romantic relations with any current Club Members.

9.13 Work Standards and Ethics

All staff members of the Baltimore Country Club are expected to maintain high standards of productivity, cooperation, attendance, efficiency, and economy in their work.

If your work habits, behavior, attendance, and/or productivity fall below appropriate standards, your supervisor may point out the deficiencies at the earliest possible time. You may be given an opportunity, appropriate to the circumstances, to correct the problem. Counseling and warning may precede formal disciplinary action, but nothing will prevent immediate action, as provided elsewhere in these policies, when it is deemed by management to be appropriate.

You may not undertake any activity that is, or gives the appearance of being, improper, illegal, or immoral, or that could in any way harm or embarrass the Baltimore Country Club. This policy applies when you are on or off Club property, and when you are engaging in business on behalf of the Club. Furthermore, you may not engage in any activities during non-work time that negatively impact the image or business of the Club.

Should a situation arise where a Member makes a request of you that you think may be against Club rules or not part of your responsibilities, please check with your supervisor, the Director of Human Resources, and/or the General Manager for clarification.

Violation of this policy may result in disciplinary action, up to and including termination of employment.

9.14 Conflicts of Interest

You are prohibited from engaging in any activities that conflict with Baltimore Country Club's interests or have the appearance of doing so. A conflict of interest, or the appearance thereof, may occur when your interest in, association with, and/or employment by one of our

competitors, suppliers of goods or services, customers / clients, or members is such that your ability to act in the best interests of the Club may be called into question.

If you are concerned that you may be engaging in a conflict of interest, or if you believe that another staff member has engaged in such conduct, please discuss the matter with your supervisor, who will then inform the Director of Human Resources and/or the General Manager.

Conduct that may constitute a conflict of interest includes, but is not limited to:

- Directly or indirectly borrowing from, lending to, investing or engaging in any substantial financial transaction with an existing or potential member, customer, client, or supplier of the Club:
- Performing outside work for another entity while working for the Club;
- Transmitting confidential information to a customer/client, vendor, competitor, or other individual who is not a staff member and who does not have authorization to receive it; and
- Using the Club's facilities, equipment, labor, or supplies to conduct outside activities.

Violation of this policy may result in disciplinary action, up to and including termination of employment.

9.15 Personal Telephone Calls

Personal incoming calls are not permitted, except in emergency situations. The Club is a no cell-phone property. Cell phones may only be used in your car, staff locker room or break room area away from member viewing.

9.16 E-Mail, Voicemail, Internet, and Social Media Policy

Most staff members of the Baltimore Country Club do not have access to the Club's e-mail system, voicemail system, or the Internet as part of their job duties. The following policy applies to all Club staff members who do have such access.

We wish to promote an environment of open and honest communications, and we encourage staff members to use their own good judgment to regulate the content of e-mail, voicemail, and Internet communications. However, these systems are provided solely for use in conducting the Club's business.

The computer systems and voicemail systems, and the data stored on them, including any "personal" or "private" messages, files or folders, are the property and records of the Baltimore Country Club. This property right extends to all e-mail, voicemail, and Internet messages or data created, sent, or received on any Club computer or telephone. The Baltimore Country Club reserves the right to monitor and retrieve e-mail, voicemail, Internet, and computer data from its equipment. As a user of the Club's computers and voicemail, you should have no expectation of privacy in e-mail or voicemail messages, computer files, or data created, sent, or received on any Club computer or voicemail system. Furthermore, the Club reserves the right to search, and to consent to searches, of any of its systems.

Consequently, e-mail, voicemail, and computer files / data should not be used for confidential messages, as privacy cannot be assured.

The Baltimore Country Club strives to maintain a workplace free of harassment, and is sensitive to the diversity of its staff members. Therefore, consistent with its anti-harassment/discrimination policies, the Club prohibits the use of the Internet and the voicemail and e-mail systems in ways that are illegal, disruptive, offensive to others, or harmful to morale. For example, e-mail, voicemail, and the Internet shall not be used to view, transmit, store, or display vulgar, profane, insulting or offensive messages or sexual comments, or remarks that are derogatory or harassing on the basis of age, sex, race, sexual orientation, religious or political beliefs, national origin, or disability. Other prohibited use includes, but is not limited to, the viewing, storage, display or transmission of ethnic slurs, racial comments, off-color jokes, or sexually explicit images, messages or cartoons.

You may not use e-mail, voicemail, or the Internet to disclose confidential or proprietary information about or belonging to the Club, or for any other purpose that is illegal, against Club policy, or contrary to the Club's interest.

You may not log into another staff members account to check email, send email or conduct other company business without approval. If you observe information of a confidential nature by mistake, you are to immediately notify your manager.

E-mail, voicemail, and the Internet may not be used for the distribution of any literature, petitions, surveys, requests for fundraising or support for any charitable, religious, political, or other cause, or for the sale of merchandise or raffle tickets.

The systems shall not be used to send (upload) or receive (download) copyrighted materials, including software, trade secrets, or similar materials external to the Club without prior authorization from the Club.

You may not send e-mail, voicemail, or other electronic communications that attempt to hide or to misrepresent the identity of the sender. Use of your e-mail account by any person who is not a Club staff member is prohibited. You should not allow any visitor, whether friend, family member, customer or vendor, to use your e-mail address to send a message.

The Internet can be an extremely valuable resource and research tool. However, it may contain unreliable, outdated, or incorrect information. You should not rely on information obtained from the Internet without verifying its accuracy with independent sources.

You are not permitted to browse Internet sites, engage in chat room discussions, or access and/or post messages to bulletin boards that are unrelated to work.

Social Media:

Baltimore Country Club respects the rights of staff members to use social networking sites, personal websites, and other internet communication sites as not only a medium of communication and self-expression but a way to empower employees to represent BCC positively. Social networking sites refer to blogs, forums, and websites, such as Instagram, Twitter, Facebook, LinkedIn, YouTube, Pinterest, Google+, and Tik Tok, among others. However, the Club expects staff members to adhere to established guidelines concerning

social media in connection with their employment as well as adhering to the policies set out in the Staff Handbook:

- When posting and mentioning Baltimore Country Club, its products or services, staff members, Club members, and/or guests, it is important to make clear that you are a staff member of the Club and the views posted are yours alone and not representative of the Club's views. For example, "The opinions expressed on this site are mine and mine alone."
- Logo and Trademarks: You cannot use Baltimore Country Club's logo or trademarks without written consent from the Communications Department. You also cannot link from a personal social media site to Baltimore Country Club's internal or external website without written permission obtained from the Communications Department.
- Privacy Policy: You cannot mention staff members, clients, members & guests, or
 partners without their expressed consent. On social media sites, you cannot post
 photographs of other staff members, members, vendors, or suppliers, nor can you
 post photographs of persons engaged in the Club's business or at Club events
 without the express consent of the individuals or companies involved, including
 Baltimore Country Club.
- If you see a misrepresentation about Baltimore Country Club, its members, or staff members you are to inform the Communications Department or Human Resources. Do not engage with third parties about club business directly.
- **Social Media Use on the Job:** You may not use social media while working. You cannot use Club equipment or facilities for non-work-related activities without supervisory permission.
- You cannot post confidential Club information, including but not limited to any
 proprietary, trade secret, or copyrighted information, Baltimore Country Club-issued
 documents, or any other confidential information accessed as a staff member of the
 Club. If you are unsure of the confidential nature of information, contact the
 Communications Department or Human Resources.

When posting, keep in mind you are responsible for what you write or present on social media. Any individual or organization may view your social media posts as defamatory, pornographic, discriminatory, proprietary, harassing, libelous, or creating a hostile work environment. All Club policies regarding conduct apply to social media activity including, but not limited to, policies related to workplace harassment, discrimination, standards of conduct, noncompetition, and protecting Club confidential and/or proprietary information.

You should notify the Director of Human Resources and/or the General Manager upon learning of a violation of this policy. Staff members who violate this policy will be subject to appropriate disciplinary action, up to and including termination of employment.

9.17 Standards of Conduct

In an effort to provide our staff members with comfortable and safe working conditions, we maintain standards of professional behavior that all staff members must follow. Although there is no way to identify every possible example of sanctionable conduct, the following is a <u>partial</u> list of infractions that may result in disciplinary action up to, and including, termination of employment.

- Perpetrating fraud against the Club or its members or clients;
- Theft, misappropriation, unauthorized possession, use or removal of Club property or the property of members or fellow staff members;
- Carrying weapons or explosives, or violating any criminal law while on Club property or on Club business;
- Fighting, threatening, intimidating, coercing, or interfering with supervisors, co-workers, members, guests, or others, or otherwise violating the Club's Workplace Violence Policy;
- Using profane, obscene, or abusive language while on Club property or on Club business;
- Sleeping during working hours;
- Gambling or other immoral or disorderly conduct while on Club property or Club business;
- A pattern of chronic or excessive absenteeism, tardiness, leaving work early, or any other violation of our attendance policy;
- Failure to properly notify your supervisor about an absence;
- Failure to satisfactorily perform your job;
- Incompatibility with your supervisor(s) or management;
- Intentional abuse or destruction of Club property;
- Negligent use or care of Club property;
- Falsifying Club records, (i.e., applications, time cards, inventory reports, etc.);
- Violation of any safety, health, or emergency action / fire prevention rule, policy, practice, or procedure;
- Performing your job in a manner that may or does cause injury to a person or damage to property, machinery, equipment, supplies, or the business reputation of the Club or its members/clients;
- Violation of any provision of the Club's Equal Employment Opportunity policy (or related policies) including, but not limited to, acts of sexual or racial harassment;

- Violation of the Club's Drug, Alcohol and Contraband Policy;
- False, fraudulent, misleading or harmful statements or omissions concerning another staff member or our members, or any statement that is harmful or disloyal to the Club;
- Insubordination or refusal to comply with instructions, or failure to perform reasonable duties:
- Conduct that, in the sole opinion of the Club, reflects adversely on you or the Club;
- Refusal to cooperate in Club investigations;
- Failure to adhere to the Club's workplace policies; and
- Other acts that, in the opinion of management, warrant disciplinary action.

9.18 Coaching and Counseling

Violation of the Baltimore Country Club's policies or procedures may result in one or more of the following coaching and counseling actions:

- Documented verbal counseling;
- Formal written warning;
- Final written warning and/or suspension;
- Termination of employment.

Please remember that the Club is not required to use any particular disciplinary action prior to discharging a staff member. By outlining our options above, we do not give up or otherwise limit our right to discharge a staff member for any reason, or no reason, at any time and without notice.

9.19 Open Door Policy

The Baltimore Country Club encourages you to bring your questions, suggestions, and complaints to our attention. We will carefully consider your ideas as part of our continuing effort to improve our operations.

If you feel you have a problem, you should present the situation to your supervisor so that the problem can be settled by examination and discussion of the facts. If you believe that your problem has not been fairly or fully addressed, or if you are unable to discuss the problem with your supervisor, you should discuss the issue with your Department Manager. If your complaint is still not resolved, you, your supervisor, and your Department Manager will confer with the Director of Human Resources and/or the General Manager in an attempt to settle the issue in a mutually satisfactory way.

Under no circumstances should you involve members in any disputes with management. Any violation of this policy may result in disciplinary action, up to and including termination of employment.

Your suggestions, comments, and problems are important to us. While we cannot ensure that you will receive the result you are seeking, we will ensure that you will not be retaliated against for using this process.

9.20 Access to and Inspection of Personnel Records

If you wish to review your personnel file, you must submit a signed, written request to the Director of Human Resources at least forty-eight (48) hours in advance.

Your review must comply with the following:

- You may only examine the file during regular business hours and within the area designated by Club management.
- You may not remove or copy any information from your personnel file, except as provided by law.
- You may not damage or alter information in your personnel file.
- An authorized member of management must be present when you review your file. The maximum allowed time to review file is 10 minutes.

The information in your personnel file will remain confidential to the extent possible. You are responsible for notifying the Director of Human Resources of changes to your address, phone number, and/or family status, even if you are on a leave of absence.

You may make a written counterstatement to information in your personnel file. This counterstatement must be delivered to the Director of Human Resources.

9.21 <u>Video Surveillance</u>

As part of The Club's continuing effort to maximize the safety of our premises and to ensure that the use of The Club's video monitoring systems is consistent with The Club's legitimate business interests, we have implemented a Video Monitoring Policy. The Club employs electronic cameras to monitor certain areas of our facilities – excluding restroom and changing facilities – in order to maintain the security of our members, guests, staff, facilities and property.

While recognizing individuals' right to privacy in certain aspects of their lives, The Club may videotape all public areas of the Club, including, but not limited to, back of the house, staff break rooms, kitchen, parking lots, storage and other work-related areas. Given the realities of living and working in the society that we do, video monitoring is commonly used by businesses as a security measure.

Staff are strictly prohibited from interfering with the operation of the video monitoring system. Any Staff Member found to tamper with the system will be subject to immediate discipline, up to and including termination.

9.22 Requests for Information from Governmental Entities and Media

If an investigator from a governmental agency or Media arrives at the Club, you must refer the individual to the General Manager. All letters of inquiry or phone calls from government agencies and Media must be referred to the General Manager.

9.23 Whistleblower Policy

The Baltimore Country Club ("Club") adopted this Whistleblower Policy ("Policy") to facilitate open and honest communications concerning its governances, finances and compliance with law, policy and ethical principles. This Policy applies to all directors, officers, employees, volunteers and members of the Club (collectively, "Club associates").

Policy

Every Club associate is encouraged to report under this Policy any concerns about any Club activities that he or she believes, in good faith, to be illegal, unethical, questionable or contrary to Club policies. These matters include, without limitation, suspected fraud, theft or embezzlement; accounting, internal controls or auditing irregularities such as undocumented transactions or misleading financial reporting; improper financial transactions or use of Club assets; kickbacks; improper concealment or destruction of Club records, and violations of Club's conflicts of interest policy and of law.

No Club associate who in good faith reports any action or suspected action taken by or within the Club that is illegal, fraudulent or in violation of any policy of the Club, or that provides assistance to the members of the Council or any other person investigating such a report, will suffer intimidation, harassment, discrimination or other retaliation or, in the case of employees, adverse employment consequence.

This policy is **not** a vehicle for reporting violations of The Baltimore Country Club's applicable human resources policies, complaints and problems with co-workers or managers, or for reporting issues related to alleged employment discrimination or sexual or any other form of unlawful harassment, all of which should be dealt with in accordance with the Club's Employee Handbook as it is those policies and procedures that are applicable to such matters. The Club has an open door policy and suggests that employees share their questions, concerns, suggestions or complaints with your supervisor, manager, Human Resources, or any member of management with whom you feel comfortable.

Reporting a concern

There are multiple ways to raise a concern. If at any time a Club associate has such a concern, the Club associate may raise the concern directly by filing a verbal and/or written complaint with his or her direct supervisor. In most cases, an employee's supervisor is in the best position to address an area of concern. However, if you are not comfortable speaking with your supervisor or you are not satisfied with your supervisor's response, you are encouraged to speak with someone in the Human Resources Department or anyone in management whom you are comfortable in approaching. Alternatively, if he or she does not believe the concern has been properly addressed, the Club associate may file a verbal and/or written complaint with the General Manager. If the subject of a report involves both the

direct supervisor and the General Manager, the Club associate may report such concern to the chair of the Audit Committee.

The chair of the Audit Committee should then consult with Club's legal counsel and on conclusion of a thorough investigation, report their findings to the Audit Committee and the employee who disclosed the information. A record of such complaints and concerns, along with the investigative outcomes, will be maintained on a confidential basis in the Audit Committee's files. The Club's legal counsel will, as always, handle legal issues if they should arise.

Confidentiality

Club will treat a report of unethical or illegal conduct as confidential, subject to and limited by the need to investigate and prevent or correct the action, and the need to comply with applicable laws. Reporting individuals are expected to act in good faith, cooperate in internal investigations of misconduct, and provide truthful information in connection with any official inquiry or investigation. Club will investigate anonymous reports to the extent it deems appropriate.

Non-retaliation

No Club Associate who in good faith reports a Violation shall suffer harassment, retaliation or adverse employment consequence because of such report. An employee who retaliates against someone who has reported a Violation in good faith is subject to discipline up to and including termination of employment.

This Whistleblower Policy is intended to encourage and enable employees and others to raise serious legal or ethical concerns within the Club prior to seeking resolution outside the organization. Notwithstanding anything contained herein to the contrary, this Whistleblower Policy is not an employment contract and does not modify the employment relationship between the Club and its employees, nor does it change the fact that employees of the Baltimore Country Club are employees at will. Nothing contained herein is intended to provide any Club Associate with any additional rights or causes of action, other than those provided by law.

10.0 JOB-RELATED EXPENSES

10.1 Mileage Reimbursement

Staff members who are authorized to use a personal car to conduct the Club's business are eligible to be reimbursed at a mileage rate established by the Internal Revenue Service. You must have a valid driver's license and proof of insurance, as required by the State of Maryland. You must submit mileage reimbursement requests to the Business Office in order to be reimbursed.

10.2 Work-Related Conferences

Reimbursement is authorized for certain work-related conferences that you attend on behalf of the Club. You must consult with your supervisor prior to the conference to determine whether you are eligible for reimbursement. Your supervisor will then consult with the General Manager, who will either grant or deny your request. If your request is granted, you

will be required to submit supporting documentation to the Business Office in order to be reimbursed.

11.0 SEPARATION

11.1 Termination of Employment

If you choose to resign from your position with the Baltimore Country Club, we require two weeks' notice prior to your expected last day of work in order for you to be eligible for rehire. If the Club initiates the termination, we may order you to leave the premises immediately rather than providing notice of a later termination date. In that instance, in its discretion, the Club may pay you for the two (2) weeks when no notice is given. The Club will not provide pay in lieu of notice, however, when the termination is for dishonesty, threats or acts of violence, or violations of its drug and alcohol policy or anti-harassment policy. In addition, if you fail to report to work for two (2) consecutively scheduled workdays without notice to or approval by your supervisor, we will assume that you have abandoned your position.

Your final paycheck will be issued on our normal pay schedule. Upon termination of or withdrawal from employment, all Club-owned property must be returned immediately.

In the event that the Baltimore Country Club receives a request for an employment reference from a prospective employer, we will only confirm the position that you held and your dates of employment.

12.0 EMPLOYEE ACKNOWLEDGEMENT

I understand this handbook, which replaces all prior handbooks has been prepared as a tool for me to be notified of The Baltimore Country Club policies, benefits, and general information. The Baltimore Country Club reserves the right to make changes in content or application of its policies, as it deems appropriate. I understand that the collective bargaining agreement shall supersede any statements to the contrary contained in the handbook. I understand that I am required to immediately report any cases of actual or suspected abuse or neglect, known violations of the law or state regulation, occurrences of actual or suspected harassment or discrimination, or any incident of a reportable nature to my supervisor or other member of management immediately.

I understand that violation of any Baltimore Country Club policy; practice or expectation may result in corrective action, up to and including immediate termination of employment.

Employee Printed Name	
Employee Fifficed Name	
Employee Signature	
 Date	

ACCEPTANCE AND ACKNOWLEDGEMENT