

**Empire Tennis, LLC**  
Employee Handbook



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## **Section 1. Introduction**

### ***1.1. Purpose of this Handbook***

The purpose of this Handbook is to familiarize you - the employee - with the policies, rules and other key aspects of Empire Tennis, LLC (the "Company"). The information in this handbook supersedes all rules and policies that may previously have been expressed or implied, in both written and oral format. Compliance with this Handbook is compulsory for all employees. The Company reserves the right to interpret this Handbook's content as it sees fit, and to deviate from policy when it deems necessary.

### ***1.2 Changes of Policy***

Empire Tennis, LLC reserves the right to change this Handbook's content, at any time and at our sole discretion. Its provisions may not be altered by any other means, oral or written. You will receive written notice of any changes we make to the employee handbook and are responsible for understanding and complying with all up-to-date policies. If you are confused about any information defined herein, please inform Jason Speirs.

### ***1.3 Employment Forms***

All new employees are required to complete and submit the following forms. Starred (\*) forms can be found at the end of this manual. All others have been or will be provided separately.

*At-Will Employment Agreement and Acknowledgement of Receipt of Employee Handbook \**

#### *Employment Eligibility Form I-9*

On the day of hire, each new employee is legally obligated to complete the Employment Eligibility Verification Form I-9 and submit documents to verify identity and employment eligibility within the next three (3) business days. The same policy applies to re-hired employees whose I-9's are over three (3) years old or otherwise invalid.

## **Section 2. Terms & Definitions**

Empire Tennis, LLC typically employs less than 20 employees full-time and part-time employees on an "at-will" basis. This section defines the terms of "at-will" employment, as well as the different types of employees we hire.

### ***2.1 Definition of "At-Will" Employment***

The job of an "at-will" employee is not guaranteed. It may be ended, at any time and with or without notice, by the employee or, for a lawful reason, by the Company. The Company also reserves the right to alter an "at-will" employee's benefits, pay rate, and assignments as it sees fit. The "at-will" terms of employment may only be changed with the approval of the Owner, Jason Speirs, and must be signed off by the Owner, Jason Speirs.

### ***2.2 Types of Worker***

This section distinguishes between the different types of workers the Company employs. Employee status is established at the time of hire and may only be altered via a written statement signed by the Company.

#### ***Exempt vs Non-Exempt***

Most employees are non-exempt, meaning they are entitled by law to at least minimum wage and premium pay for overtime. Exempt employees are not subject to these laws. Exempt status is defined by standards set by state law and the Federal Labor Standards Act (FLSA).

#### ***Full-Time vs. Part Time***

Full-time employees typically work a regular schedule, To be considered full-time, an employee must work at least 30 hours per week. Part-time employee do not. A Part-time employee is also employed on an "at-will" basis (defined above).

#### ***Independent Contractors & Consultants***

Independent contractors and consultants are not Company employees, but rather self-employed professionals whom we hire for specific projects. Unlike employees, they do not operate under Company direction, and control their own methods, materials and schedules. They are not eligible for Company benefits.

## **Section 3. Payroll**

### ***3.1 Payment Schedule***

Employees are paid bi-weekly generally on Friday.

In cases where the regular payday falls on a holiday, Employees will receive payment on the last business day before said holiday.

### ***3.2 Wages***

Wages vary from employee to employee and are based on level of skill and experience. The Company conducts regular evaluations of all employees and issues promotions as it sees fit. Employees who feel entitled to higher pay may contact Julian Danko to discuss.

In addition to regular pay, employees may have the option of earning extra income through private lessons. Private lessons are optional, and do not count towards assigned admin or assigned on-court program group lessons.

### ***Overtime***

A non-exempt employee may work overtime on the terms defined by New York law pending prior authorization by his or her manager based on Program and Admin hours agreed upon in Contract.

### ***3.3 Deductions & Garnishment***

#### ***Deductions***

Federal and state law requires that we deduct the following from every paycheck:

- Social Security
- Income tax (federal and state)
- Medicare
- State Disability Insurance & Family Temporary Disability Insurance
- Other deductions required by law or requested by the employee

A Wage and Tax Statement (W-2) recording the previous year's wages and deductions will be provided at the beginning of each calendar year.

If at any time you wish to adjust your income tax withholding, please fill out the designated form and submit it to Accounting.

#### ***Wage Garnishment***

Sometimes, the Company receives legal papers that compel us to garnish an employee's paycheck - that is, submit a portion of said paycheck in payment of an outstanding debt of the Employee. We must, by law, abide by this either until ordered otherwise by the court or until the debt is repaid in full through withheld payments or otherwise.

## **Section 4. Rights & Policies**

The following section summarizes your legal rights as an employee of Empire Tennis, LLC. Questions about any policy detailed in this section may be addressed with a Human Resources representative.

### ***4.1 Equal Opportunity Employment Policy***

The Company provides equal employment opportunities to all applicants, without regard to unlawful considerations of or discrimination against race, religion, creed, color, nationality, sex, sexual orientation, gender identity, age, ancestry, physical or mental disability, medical condition or characteristics, marital status, or any other classification prohibited by applicable local, state or federal laws. This policy is applicable to hiring, termination and promotion; compensation; schedules and job assignments; discipline; training; working conditions, and all other aspects of employment with Empire Tennis, LLC. As an employee, you are expected to honor this policy and to take an active role in keeping harassment and discrimination out of the workplace.

### ***4.2 Accommodation for Disabled Employees***

We are happy to work with otherwise qualified disabled employees in order to accommodate limitations, in accordance with the Americans with Disabilities Act (ADA). It is up to the employee to approach his or her supervisor with this request, and to provide medical proof of his or her needs upon the Company's request.

We are also happy to accommodate employees diagnosed with life-threatening illnesses. Such employees are welcome to maintain a normal work schedule if they so desire, provided that we receive medical papers proving their working cannot harm themselves or others and their work remains at acceptable standards.

### ***4.3 Employment of Minors***

Our policy on employment of minors adheres to all FLSA standards, including the following:

- Minimum employment age (14 for non-agricultural work)
- Maximum weekly hours for employees under 16
- Minimum hazardous job employment age (18)
- Minimum wage standards for students, apprentices, disabled employees, and employees under the age of 20.

### ***4.4 Employment of Relatives***

The employment of relatives can prove problematic, particularly in situations where relatives share a department or a hierarchical relationship. The Company will not hire relatives to work in any potentially disruptive situation. An employee must inform us if he or she becomes a co-worker's relative. If at any time we perceive the situation to be dysfunctional, we may have to reassign or ask for one relative's resignation in order to remedy the situation.

### ***4.5 Religion & Politics***

Empire Tennis, LLC is respectful of all employees' religious affiliations and political views. We ask that if you choose to participate in a political action, you do not associate the Company in any way. We are happy to work with employees to accommodate political and religious obligations, provided accommodations are requested from a manager in advance.

#### ***4.6 Private Information***

Employee information is considered to be private and only accessed on a need-to-know basis. Your healthcare information is completely confidential unless you choose to share it. In some cases, employees and management may receive guidelines ensuring adherence to the Health Insurance Portability and Accountability Act (HIPAA).

Personnel files and payroll records are confidential and may only be accessed for legitimate reasons. If you wish to view your files, you must set up an appointment in advance with Human Resources. A Company-appointed record keeper must be present during the viewing. You may only make photocopies of documents bearing your signature, and written authorization is needed to remove a file from Company premises. You may not alter your files, although you may add comments to items of dispute.

Certain information, such as dates of employment and rehiring eligibility, are available by request only. We will not release information regarding your compensation without your written permission.

#### ***4.7 Leaves of Absence***

Employees requiring time off from work may apply for a leave of absence.

All leaves must be approved by management. For planned leaves, employees must submit requests at least 30 days in advance. Emergency leaves must be requested as soon as possible. Accepting/performing another job or applying for unemployment benefits during leave will be considered voluntary resignation.

We consider all requests in terms of effect on the Company and reserve the right to approve or deny requests at will, except when otherwise directed by law. Any request for a leave of absence due to disability will be subject to an interactive review. A medical leave request must be supported in a timely manner by a certification from the employee's healthcare provider. Extension of leave must be requested and approved before the current leave ends. No employee is guaranteed reinstatement upon returning from leave, unless the law states otherwise. However, the Company will try to reinstate each returning employee in his or her old position, or one that is comparable.

Below are the three main types of leave that Empire Tennis, LLC offers employees. Some, but not all, are governed by law.

##### *Work-Related Sickness & Injury*

Employees eligible for Worker's Compensation rendered unable to work because of a work-related injury or illness will receive an unpaid leave for the period required. For eligible employees, the first 12 weeks will be treated concurrently as a family and medical leave under FMLA.

##### *Maternity*

An employee disabled on account of pregnancy, childbirth, or a related medical condition may request an unpaid leave of absence of up to four months. Time off may be requested for prenatal care, severe morning sickness, doctor-ordered bed rest and recovery from childbirth.

##### *Election Days*

Provided an employee's schedule does not allow time for voting outside of work, and that he/she is a registered voter, he/she may take up to two hours, with pay, at the beginning or end of a workday, to vote in local, state or national elections.

### *Vacation Policy*

It is the policy of Empire Tennis, LLC to provide each full-time employee with vacation time on a periodic basis. The amount of vacation to which an employee becomes entitled is determined by the employee's length of service as of his or her employment anniversary date.

For full-time employees, vacation accrues as follows:

1. At the end of the first year of employment, 2 days, of vacation.
2. Two years or more but less than five years of employment, 4 days, of vacation per year.
3. Five years or more but less than 10 years of employment, 8 days, of vacation per year.
4. Ten years or more of employment, 16 days, of vacation per year.

Vacation time may not be taken until it is earned. Earned vacation must be taken. Employees are not entitled to pay in lieu of taking time off for vacation.

## **Section 5. Employment Benefits**

### ***5.1 Unemployment Insurance***

Employees rendered unemployed through no fault of their own or due to circumstances prescribed by law, and who meet the State eligibility requirements for time worked or wages earned, may receive unemployment insurance (also called unemployment benefits or compensation). State agencies directly administer this insurance and determine benefit eligibility, amount (if any), and duration.

### ***5.2 Workers' Compensation***

Workers' Compensation laws compensate for accidental injuries, death and occupational disabilities suffered in the course of employment. Empire Tennis, LLC provides Workers' Compensation Insurance for all employees. Generally, this includes lost wages, disability payments and hospital, medical and surgical expenses (paid directly to hospital/physician) and assistance for injured employees in returning to suitable employment.

### ***5.3 Social Security Benefits (FICA)***

Both employees and the Company contribute funds to the federal Social Security Program as prescribed by law, providing retirees with benefit payments and medical coverage where applicable.

### ***5.4 Additional Benefits***

The company offers the following benefits to its employees. If you would like to obtain more information about any of them, please contact Jason Speirs.

Group Health Insurance

## **Section 6. Rules of Conduct**

### ***6.1 On the Job***

#### *Reporting for Work*

Employees are expected to begin and end each shift at the time and on the day appointed. You must inform your supervisor before the start of the workday if you will be absent or late and obtain his or her permission to leave early. Absences and late arrivals will be recorded. Should your absences or tardiness exceed a reasonable limit, you will be subject to disciplinary action and possible termination. Failing to call one's supervisor or report to work for consecutive workdays will be considered voluntary resignation and result in removal from payroll.

#### *Staying Safe*

Safety in the workplace is the Company's number one priority. You must inform your supervisor in the event of any unsafe conditions, accident or injury, and use safe working methods at all times.

#### *Meals & Breaks*

Unless defined otherwise by New York state law, non-exempt employees are entitled to a paid 10-minute break for every four hours of work, as well as a 30-minute meal break for any shift lasting longer than five hours.

#### *Dress Code Policy*

Clothing must be athletic such as polo, or professional attire for ladies. Full time employees must wear Empire clothing four days a week & minimum once a week for part time employees. Employees will be given these clothes, and also the opportunity to buy, or get items stitched at no fee to the employee.

#### *Company Electronics and Email Policy*

Empire Tennis, LLC employees are required to use various forms of electronic communications in their work for the Company including, but not limited to: computers, email, telephones, voicemail, instant message, text message, Internet, cell phones and smart phones. All communications transmitted by the above-mentioned electronic means remain the sole property of the Company and are to be used for Company business only and not for personal use.

Employees who misuse electronic communications and engage in any form of criminal behavior, or behavior that is detrimental to the Company's interests including but not limited to: defamation, copyright or trademark infringement, misappropriation of trade secrets, discrimination, harassment, or related actions, will be subject to discipline, including immediate termination, and may be referred to the appropriate authorities when necessary.

Empire Tennis, LLC reserves the right to access and review electronic files, messages, internet use, blogs, "tweets", instant messages, text messages, email, voice mail, and other digital archives, and to monitor the use of electronic communications as necessary to ensure that no misuse or violation of Company policy or any law occurs.

#### *Social Media Policy*

Empire Tennis, LLC recognizes the importance and relevance of social media and its benefits in allowing us to receive feedback from customers as well as encourage loyalty and maximize revenue. Thus, we encourage employees to use their personal social networking channel to accomplish these goals provided the following guidelines are respected:

When referring to our Company in any way, Empire Tennis, LLC employees must always conduct themselves in a professional manner and must respect the views and opinions of others. Behavior and content that may be deemed disrespectful, dishonest, offensive, harassing or damaging to the Company's interests or reputation are not allowed and will not be tolerated. The use of social media channels on company time for personal purposes is not allowed. Employees must not disclose private or confidential information about the Company, its employees, clients, suppliers or customers on social networks.

Empire Tennis, LLC reserves the right to monitor company-related employee activity in social media networks; violations of this policy are grounds for discipline in the Company's sole discretion.

#### *Cell Phone Use*

Cell phones brought to work must be on silent or vibrate mode to avoid disrupting coworkers. They may only be used during breaks and meal periods, away from where others are working. If cell phone use interferes with operations in any way, an employee's cell phone privilege may be rescinded and disciplinary action, up to and including termination, may be used.

All phones must be shut off during meetings.

## **6.2 Rules & Policies**

### *Confidentiality*

No previous or current employee may disclose or give access to confidential Company information, in any way or at any time, unless otherwise authorized by Management.

### *Discrimination & Harassment*

In keeping with our Equal Opportunity Employment clause, the Company will not tolerate on-site discrimination or harassment on any legally protected basis, including that of physical characteristics, mental characteristics, race, religious or political views, nationality, disability, medical condition, sex, sexual preference, or gender identification. Harassment and discriminatory behavior among employees or contractors will result in disciplinary action, with the possibility of termination. Discrimination and harassment by customers or other business associates should be immediately reported to your supervisor, at which point the Company will investigate and take corrective action. You are welcome to seek legal relief if you find the Company's actions inadequate.

### *Drugs & Alcohol*

Good performance on the part of our employees is crucial to Empire Tennis, LLC's success. For this reason, we strictly forbid employees to do the following while at work\*:

- Drinking alcohol and selling, purchasing or using illegal drugs at work. An "illegal drug" is any drug that has not been obtained by legal means. This includes prescription drugs being used for non-prescribed purposes.
- Possession of any non-prescribed controlled substance, including alcohol and legal but illegally obtained prescription drugs.
- Reporting for work intoxicated. We reserve the right to test employees for substance abuse. Illegal drugs, illegal drug metabolites, or excessive alcohol in your system will result in disciplinary action up to and including termination.

The Company cares about the overall health and well-being of its employees. Any employee who feels that he/she is developing a substance abuse problem is urged to seek help. The Company will grant time off (within reason) for rehabilitation. Be advised, however, that this will not excuse a substance-related offense. In some cases, completion of Company-approved rehabilitation program may serve as an alternative to termination.

\*Including any part of Company property, Company vehicles, and during work hours.

### ***6.3 Disciplinary Action***

The Company takes disciplinary matters very seriously and will exact discipline as it sees fit for any unacceptable action or behavior. These may include:

- Excessive lateness and/or absence
- Improper or indecent conduct
- Poor communication
- Uncooperative attitude
- Abuse, perfunctory or unauthorized use, or unauthorized possession of Company property
- Unauthorized use or disclosure of Company information
- Possession and/or use of illegal drugs, weapons or explosives
- Illegal harassment and/or discrimination - of any kind
- Violations of Company policy

Disciplinary action may consist of anything from verbal/written warnings and counseling, to demotion, transfer, suspension or termination. Rather than follow rote procedures, the Company will handle each matter individually to ensure fairness to all involved. Try to use good judgment at all times.

### ***Workplace Inspections***

At Empire Tennis, LLC we have a responsibility to protect our employees and our property. For this reason, we reserve the right to inspect the following, at any time, with or without notice:

- Offices
- Computers and other equipment
- Company vehicles
- Any personal possessions brought onto Company premises, such as handbags, briefcases, and vehicles.

All inspections are compulsory. Those who resist inspection may be denied access to Company premises and be subject to disciplinary action.

**At-Will Employment Agreement and Acknowledgement of Receipt of Employee Handbook**

Employee: Employee Name: .....

I acknowledge that I have received a copy of the Empire Tennis, LLC Employee Handbook, which contains vital information on the Company's policies, procedures and benefits.

I understand that this Handbook's policies are intended only as guidelines, not as a contract of employment. I understand that my employment is on "at-will" terms and therefore subject to termination, with or without notice or obvious reason, by myself or the Company. Changes to my "at-will" status may only take the form of a written agreement signed by an authorized member of the Company as well as myself. This agreement supersedes all prior/contemporaneous inconsistent agreements.

I understand that the Company may change its policies, procedures and benefits at any time at its sole discretion, as well as interpret or vary them however it deems appropriate.

I have read (or will read) and agree to abide by all policies and procedures contained therein.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Employee Name: .....

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jason Speirs