



**Ski Ward Inc**

**Employee Handbook**

**January 29, 2024**

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# Core Policies

## 1.0 Welcome

### 1.1 A Welcome Policy

Welcome! You have just joined a dedicated organization. We hope that your employment with Ski Ward Inc will be rewarding and challenging. We take pride in our employees as well as in the products and services we provide.

The Company complies with all federal and state employment laws, and this handbook generally reflects those laws. The Company also complies with any applicable local laws, although there may not be an express written policy regarding those laws contained in the handbook.

The employment policies and/or benefits summaries in this handbook are written for all employees. When questions arise concerning the interpretation of these policies as they relate to employees who are covered by a collective-bargaining agreement, the answers will be determined by reference to the actual union contract, rather than the summaries contained in this handbook.

Please take the time now to read this handbook carefully. Sign the acknowledgment at the end to show that you have read, understood, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. The Company reserves the right to interpret, modify, or supplement the provisions of this handbook at any time. Neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. Please understand that no employee handbook can address every situation in the work place.

If you have questions about your employment or any provisions in this handbook, contact General Manager.

We wish you success in your employment here at Ski Ward Inc!

All the best,

John LaCroix, President  
Ski Ward Inc

### 1.2 At-Will Employment

Your employment with Ski Ward Inc is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave the Company at any time, with or without notice and with or without cause.

Nothing in this handbook or any other Company document should be understood as creating a contract, guaranteed or continued employment, a right to termination only "for cause," or any other guarantee of continued benefits or employment. Only the President has the authority to make promises or negotiate with regard to guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by the President.

If a written contract between you and the Company is inconsistent with this handbook, the written contract is controlling.

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

## **2.0 Introductory Language and Policies**

### **2.1 Revisions to Handbook**

This handbook is our attempt to keep you informed of the terms and conditions of your employment, including Ski Ward Inc policies and procedures. The handbook is not a contract. The Company reserves the right to revise, add, or delete from this handbook as we determine to be in our best interest, except the policy concerning at-will employment. When changes are made to the policies and guidelines contained herein, we will endeavor to communicate them in a timely fashion, typically in a written supplement to the handbook or in a posting on company bulletin boards.

### **2.2 About the Company**

Ski Ward Ski Area, once known as Ward Hill Ski Area, has been in operation since 1939 and is one of the oldest continuously operating ski/snowboard areas in the country. Ski Ward has been responsible for introducing thousands of people to the sport of skiing and snowboarding. In 1990 John and Effy LaCroix purchased the area and began a commitment to upgrading the area to modern standards. These upgrades include a snow tubing facility, triple chairlift, conveyer belt lift, summer and fall activities, extensive lighting and numerous snowmaking and equipment upgrades. The reinvestment continues today with improvements and upgrades every season for the past 26 years. Ski Ward has developed a reputation for high quality snow.

### **2.3 Ethics Code**

Ski Ward Inc will conduct business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services, products, and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our managers and employees are expected to adhere to high standards of business and personal integrity as a representation of our business practices, at all times consistent with their duty of loyalty to the Ski Ward Inc.

We expect that officers, directors, and employees will not knowingly misrepresent the Company and will not speak on behalf of the Company unless specifically authorized. The confidentiality of trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) about the Company or operations, or that of our customers or partners, is to be treated with discretion and only disseminated on a need-to-know basis (see policies relating to privacy).

Violation of the Code of Ethics can result in discipline, up to and including termination of employment. The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent investigation.

### **2.4 Mission Statement**

Our mission is to provide guests with the highest quality year round recreational experience. We are dedicated to providing increased employment and career opportunities for residents of Shrewsbury and surrounding communities. We are committed to grow, prosper and fulfill our mission through use of natural resources, emerging technologies and most importantly, the optimum use of talent, creativity and values of the people of the Shrewsbury area.

## **3.0 Hiring and Orientation Policies**

### **3.1 Religious Accommodation**

Ski Ward Inc recognizes the diversity of religious beliefs and is committed to providing equal employment opportunities to all employees, regardless of their religious beliefs and practices or lack thereof. Consistent with this commitment, the Company complies with Title VII of the Civil Rights Act of 1964 and all applicable state and local laws that prohibit employment

discrimination on the basis of religion. The Company will reasonably accommodate the sincerely held religious beliefs of employees if the accommodations would resolve a conflict between the individual's religious belief or practice and a work requirement, unless doing so would create an undue hardship.

### *Requesting a Religious Accommodation*

If you need an accommodation because of your religious beliefs or practices, make the request with your supervisor [[or appropriate name or department]]. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need the accommodation.
- How the accommodation will help resolve the conflict between your religious beliefs or practices (or lack thereof) and your work requirements.

After receiving your request, the Company will engage in an interactive dialogue with you to explore potential accommodations that could resolve the conflict between your religious beliefs or practices and work requirements. The Company encourages you to suggest specific reasonable accommodations. However, the Company is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Company.

The Company will not discriminate or retaliate against employees who, in good faith, request a religious accommodation under this policy.

## **3.2 Disability Accommodation**

Ski Ward Inc complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, the Company will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require an accommodation because of your disability, it is your responsibility to notify your supervisor. You may be asked to include relevant information such as:

- The reason you need an accommodation.
- A description of the proposed accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, the Company will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, we may need your permission to obtain additional information from your medical provider. All medical information received by the Company in connection with a request for accommodation will be treated as confidential.

The Company encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, the Company is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Company.

Where state or local law provides greater protections to employees than federal law, the Company will apply the law that provides the greatest benefit to employees.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

The Company will not discriminate or retaliate against employees for requesting an accommodation.

### **3.3 Accommodations for Pregnant Employees**

Ski Ward Inc will provide reasonable accommodation to pregnant employees for known limitations related to pregnancy, childbirth, or other related medical conditions in accordance with the federal Pregnant Workers Fairness Act (PWFA).

Examples of potential reasonable accommodations include:

- Seating;
- Closer parking;
- Flexible hours;
- Appropriately sized uniforms and safety apparel;
- Additional break time to use the bathroom, eat, and rest;
- Leave or time off to recover from childbirth;
- Limitations on strenuous activities; and
- Limitations on strenuous activities or those that involve exposure to compounds not safe for pregnancy.

If you require an accommodation, notify your supervisor. If the need for a particular accommodation is not obvious, you may be asked to include relevant information such as:

- The reason you need an accommodation.
- A description of the proposed accommodation.
- How the accommodation will address limitations caused by pregnancy, childbirth, or related medical conditions.

The Company will not require you to accept any accommodation without engaging in the interactive process to accurately understand your limitations and explore potential accommodations. The Company is not required to make your specific requested accommodation and is not required to provide any accommodation that would constitute an undue hardship on the Company.

If leave is provided as a reasonable accommodation, it may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by law.

The Company will comply with state or local laws that provide additional protections beyond the PWFA.

The Company will not retaliate against employees who request or receive an accommodation under this policy.

### **3.4 Conflicts of Interest**

Ski Ward Inc is concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of confidentiality, customer relations, safety, security, and morale. If there is any actual or potential conflict of interest between you and a competitor, supplier, distributor, or contractor to the Company, you must disclose it to your supervisor. If an actual or potential conflict of interest is determined to exist, the Company will take such steps as it deems necessary to reduce or eliminate this conflict.

### **3.5 Job Descriptions**

Ski Ward Inc attempts to maintain a job description for each position. If you do not have a current copy of your job description, you should request one from your supervisor.

Job descriptions prepared by the Company serve as an outline only. Due to business needs, you may be required to perform job duties that are not within your written job description. Furthermore, the Company may have to revise, add to, or delete from your job duties per business needs. On occasion, the Company may need to revise job descriptions with or without advance notice to employees.

If you have any questions regarding your job description or the scope of your duties, please speak with your supervisor.

### 3.6 New Hires and Introductory Periods

The first [[insert #]] days of your employment is considered an introductory period. During this period, you will become familiar with Ski Ward Inc and your job responsibilities, and we will have the opportunity to monitor the quality and value of your performance and make any necessary adjustments in your job description or responsibilities. Completion of this introductory period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the ["at-will"] employment relationship.

### 3.7 Training Program

In most cases, and for most departments, training employees is done on an individual basis by the department manager. Even if you have had previous experience in the specified functions of your job duties, it is necessary for you to learn our specific procedures, as well as the responsibilities of the specific position. If you ever feel you require additional training, consult your supervisor.

Upon joining our company, you were given a copy of our Employee Handbook to review during orientation. After reading this Employee Handbook please sign the receipt page and return it to the human resources manager.

A copy of this handbook is available online. Should you have any questions regarding our policies and procedures, you are encouraged to review the handbook and direct any questions to your manager or the human resources manager.

The manager is responsible for the operations of your department. (S)he is a good source of information about the company and your job.

### 3.8 Employment Authorization Verification

New hires will be required to complete Section 1 of federal Form I-9 on the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the third business day following the start of employment with Ski Ward Inc. If you are currently employed and have not complied with this requirement or if your status has changed, inform your supervisor.

If you are authorized to work in this country for a limited period of time, you will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the Company.

## 4.0 Wage and Hour Policies

### 4.1 Employment Classifications

The Company designates all employees as either exempt or nonexempt in compliance with applicable federal, state, and local law:

- **Exempt Employees.** Exempt employees are generally paid a fixed salary and are not entitled to overtime pay.
- **Nonexempt Employees.** Nonexempt employees are entitled to minimum wage and overtime pay.

The Company also assigns each employee to one of the following categories:

- **Regular Full-Time Employees.** Regular full-time employees are normally scheduled to work at least [[X]] hours per workweek, except for approved time off. [[Full-time employees are eligible for most Company benefits.]]
- **Regular Part-Time Employees.** Regular part-time employees are normally scheduled to work [[X]] hours or less per workweek. [[Part-time employees are not eligible for most Company benefits.]]
- **[[Temporary/Seasonal Employees.** Temporary employees are generally hired on a temporary or project-specific



basis, with either full- or part-time hours. Seasonal employees are hired on a temporary basis during a time of year when extra work is available. Temporary/seasonal employees are not eligible for most Company benefits.]]

You will be informed of your classification, status, and responsibilities at the time of hire and at any time your classification, status, or responsibilities change. If you have a question regarding this information, contact [[appropriate person or department]]. These classifications do not alter your employment at-will status.

## **4.2 Attendance**

Ski Ward Inc requires regular and punctual attendance by employees. You are expected to arrive at the workplace on time and ready to perform your job. Failure to comply with this policy may result in disciplinary action, up to and including termination.

If you are not going to arrive at work or return from a break on time, you must notify your supervisor as soon as possible but at least [[time frame (e.g., 30 minutes)]] before your scheduled start time. [[If your supervisor is not available, contact another member of management.]]

If you must miss work due to an emergency or other unexpected circumstance, notify your supervisor [[and/or appropriate name or department]] as soon as possible. Notice should include the expected duration of your absence and your expected time or date of return. You may be required to provide documentation of the need for the absence, as permitted by applicable law.

If you become ill during your scheduled workday and need to leave before the end of your shift, notify your supervisor immediately. If you are unable to perform your job at an acceptable level due to illness, you may be sent home until you are well enough to work.

Absences will be considered excused if you requested the time off in accordance with Company policies and received the required approval for the absence. Absences will be considered unexcused if you are absent from work during scheduled work hours without permission and do not receive retroactive approval. This policy applies to all absences, including full- or partial-day absences, late arrivals, and early departures. [[However, the Company provides a [time frame (e.g., 30-minute)] grace period for arriving at work and a [time frame (e.g., 15-minute)] grace period when returning from lunch.]]

Planned absences, such as vacations or medical appointments, should be arranged as far in advance as possible. If you need to be absent during the workday, attempt to schedule outside appointments or obligations so that your absence has the smallest impact possible on business operations.

The Company reserves the right to apply unused vacation, sick time, or other paid time off to unauthorized absences when permitted by applicable law. Absences resulting from approved leave, vacation, or legal requirements are exceptions to this policy.

If you fail to report to work for [[number of days (e.g., three)]] or more consecutive days and have not provided proper notification, the Company will assume that you have voluntarily resigned your position and will proceed with the termination process.

## **4.3 Direct Deposit**

Ski Ward Inc encourages all employees to enroll in direct deposit. If you would like to take advantage of direct deposit, ask [[appropriate person or department]] for an application form. Typically, the bank will begin the direct deposit of your payroll within 30 calendar days after you submit your completed application.

If you have selected the direct deposit payroll service, a written explanation of your deductions will be provided to you on paydays in lieu of a check.

## 4.4 Introduction to Wage and Hour Policies

At Ski Ward Inc, pay depends on a wide range of factors, including pay scale surveys, individual effort, profits, and market forces. If you have any questions about your compensation, including matters such as paid time off, commissions, overtime, benefits, or paycheck deductions, speak with your supervisor.

## 4.5 Paycheck Deductions

Ski Ward Inc is required by law to make certain deductions from your pay each pay period, including deductions for federal income tax, Social Security and Medicare (FICA) taxes, [[LIST OTHER REQUIRED DEDUCTIONS: e.g., state income taxes, state unemployment taxes, state disability insurance taxes, etc.,]] and any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the information you list on your federal Form W-4 and applicable state withholding form. Permissible deductions for exempt employees may also include, but are not limited to, deductions for full-day absences for reasons other than sickness or disability and certain disciplinary suspensions. You may also authorize certain voluntary deductions from your paycheck where permissible under state law. Your deductions will be reflected in your wage statement. If you have any questions about deductions from your pay, contact your supervisor.

The Company will not make deductions to your pay that are prohibited by federal, state, or local law. Review your paycheck for errors each pay period and immediately report any discrepancies to your supervisor.

You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an immediate adjustment, which will be paid no later than your next regular payday.

The Company will not retaliate against employees who report erroneous deductions in accordance with this policy.

## 4.6 Recording Time

Ski Ward Inc is required by applicable federal, state, and local laws to keep accurate records of hours worked by certain employees. To ensure that the Company has complete and accurate time records and that employees are paid for all hours worked, nonexempt employees are required to record all working time using Company [[time cards/time sheets/punch clock/timekeeping application/other]]. Speak with your supervisor for specific instructions.

You must accurately record all of your time to ensure you are paid for all hours worked, and must follow established Company procedures for recording your hours worked. Time must be recorded as follows:

- Immediately before starting your shift.
- Immediately after finishing work, before your meal period.
- Immediately before resuming work, after your meal period.
- Immediately after finishing work.
- Immediately before and after any other time away from work.
- [[Other compensable time required by state law (such as time taken waiting to undergo and undergoing mandatory screenings)]]].

[[Time sheets/time cards are to be turned in to your supervisor or appropriate department on (date or dates).]]

[[If you are required to clock in, you should clock in no more than five minutes before the time you actually start working and clock out no later than five minutes after you actually stop working.]]

Notify your supervisor [[or appropriate department]] of any pay discrepancies, unrecorded or misrecorded work hours, or any involuntarily missed meal or break periods.

Falsifying time entries is strictly prohibited. Falsifying time entries includes working "off the clock." If you falsify your own time records, or the time records of co-workers, or if you work off the clock, you will be subject to discipline up to and including

termination. Immediately report to [[appropriate department]] any employee, supervisor, or manager who falsifies your time entries or encourages or requires you to falsify your time entries or work off the clock.

## **5.0 Performance, Discipline, Layoff, and Termination**

### **5.1 Disciplinary Process**

Violation of Ski Ward Inc's policies or procedures may result in disciplinary action, including demotion, transfer, leave without pay, or termination of employment. The Company encourages a system of progressive discipline depending on the type of prohibited conduct. However, the Company is not required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis consistent with applicable law. Note that the specific terms of your employment relationship, including termination procedures, are governed by the laws of the state in which you are employed.

In appropriate circumstances, management will first provide you with a verbal warning, then with one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, forced leave, or termination of employment. Your supervisor will make every effort possible to allow you to respond to any disciplinary action taken. Understand that while the Company is concerned with consistent enforcement of our policies, we are not obligated to follow any disciplinary or grievance procedure and, depending on the circumstances, you may be disciplined or terminated without any prior warning or procedure.

### **5.2 Resignation Policy**

Ski Ward Inc hopes that your employment with the Company will be a mutually rewarding experience; however, the Company acknowledges that varying circumstances can cause you to resign employment. The Company intends to handle any resignation in a professional manner with minimal disruption to the workplace.

#### *Notice*

The Company requests that you provide a minimum of [[two weeks']] notice of your resignation. [[If you are a supervisor, you are requested to provide a minimum of [four weeks'] notice.]] Provide a written resignation letter to your supervisor. If you provide less notice than requested, the Company may deem you to be ineligible for rehire, depending on the circumstances of the notice given.

The Company reserves the right to provide you with pay in lieu of notice in situations where job or business needs warrant.

#### *Final Pay*

The Company will pay separated employees in accordance with applicable laws and other sections of this handbook.

Notify the Company if your address changes during the calendar year in which resignation occurs to ensure tax information is sent to the correct address.

#### *Return of Property*

Return all Company property at the time of separation, including [[list items to be returned, such as uniforms, cellphones, keys, tools, laptops, credit cards, and identification cards]]. Failure to return some items may result in deductions from your final paycheck where state law allows. [[In some circumstances, the Company may pursue criminal charges for failure to return Company property.]]

### **5.3 Criminal Activity/Arrests**

Ski Ward Inc will report all criminal activity in accordance with applicable law. Involvement in criminal activity while employed by the Company, whether on or off Company property, may result in disciplinary action including suspension or termination

of employment.

You are expected to be on the job, ready to work, when scheduled. Inability to report to work as scheduled may lead to disciplinary action, up to and including termination of employment, for violation of an attendance policy or job abandonment.

## **5.4 Post-Employment References**

Ski Ward Inc policy is to confirm dates of employment and job title only. With written authorization, the Company will confirm compensation. Forward any requests for employment verification to [[Human Resources or appropriate department]].

## **5.5 Open Door/Conflict Resolution Process**

Ski Ward Inc strives to provide a comfortable, productive, legal, and ethical work environment. To this end, we want you to bring any problems, concerns, or grievances you have about the work place to the attention of your supervisor and, if necessary, to Human Resources or upper level management. To help manage conflict resolution we have instituted the following problem solving procedure:

If you believe there is inappropriate conduct or activity on the part of the Company, management, its employees, vendors, customers, or any other persons or entities related to the Company, bring your concerns to the attention of your supervisor at a time and place that will allow the person to properly listen to your concern. Most problems can be resolved informally through dialogue between you and your immediate supervisor. If you have already brought this matter to the attention of your supervisor before and do not believe you have received a sufficient response, or if you believe that person is the source of the problem, present your concerns to Human Resources or upper level management. Describe the problem, those persons involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have.

## **5.6 Standards of Conduct**

Ski Ward Inc wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all our employees, clients, customers, and other stakeholders. We all share in the responsibility of improving the quality of our work environment. By deciding to work here, you agree to follow our rules.

While it is impossible to list everything that could be considered misconduct in the workplace, what is outlined here is a list of common-sense infractions that could result in discipline, up to and including immediate termination of employment. This policy is not intended to limit our right to discipline or discharge employees for any reason permitted by law.

Examples of inappropriate conduct include:

- Violation of the policies and procedures set forth in this handbook.
- Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
- Being under the influence of alcohol during working hours on Company property (including in Company vehicles), or on Company business.
- Inaccurate reporting of the hours worked by you or any other employees.
- Providing knowingly inaccurate, incomplete, or misleading information when speaking on behalf of the Company or in the preparation of any employment-related documents including, but not limited to, job applications, personnel files, employment review documents, intra-company communications, or expense records.
- Taking or destroying Company property.
- Possession of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, chemicals, etc., without prior authorization.
- Fighting with, or harassment of (as defined in our EEO policy), any fellow employee, vendor, or customer.
- Disclosure of Company trade secrets and proprietary and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development information, customer lists, patents, trademarks, etc.) of the Company or its customers, contractors, suppliers, or vendors.
- Refusal or failure to follow directions or to perform a requested or required job task.

- Refusal or failure to follow safety rules and procedures.
- Excessive tardiness or absences.
- Smoking in nondesignated areas.
- Working unauthorized overtime.
- Solicitation of fellow employees on Company premises during working.
- Failure to dress according to Company policy.
- Use of obscene or harassing (as defined by our EEO policy) language in the workplace.
- Engaging in outside employment that interferes with your ability to perform your job at this Company.
- Gambling on Company premises.
- Lending keys or keycards to Company property to unauthorized persons.

Nothing in this policy is intended to limit your rights under the National Labor Relations Act, or to modify the at-will employment status where at-will is not prohibited by state law.

## 6.0 General Policies

### 6.1 Use of Company Technology

This policy is intended to provide Ski Ward Inc employees with the guidelines associated with the use of the Company information technology (IT) resources and communications systems.

This policy governs the use of all IT resources and communications systems owned by or available at the Company, and all use of such resources and systems when accessed using your own devices, including but not limited to:

[[List items, such as:

- Email systems and accounts.
- Internet and intranet access.
- Telephones and voicemail systems, including wired and mobile phones, smartphones, and pagers.
- Printers, photocopiers, and scanners.
- Fax machines, e-fax systems, and modems.
- All other associated computer, network, and communications systems, hardware, peripherals, and software, including network key fobs and other devices.
- Closed-circuit television (CCTV) and all other physical security systems and devices, including access key cards and fobs.]]

#### General Provisions

Company IT resources and communications systems are to be used for business purposes only unless otherwise permitted under applicable law.

All content maintained in Company IT resources and communications systems are the property of the Company. Therefore, employees should have no expectation of privacy in any message, file, data, document, facsimile, telephone conversation, social media post, conversation, or any other kind or form of information or communication transmitted to, received, or printed from, or stored or recorded on Company electronic information and communications systems.

The Company reserves the right to monitor, intercept, and/or review all data transmitted, received, or downloaded over Company IT resources and communications systems in accordance with applicable law. Any individual who is given access to the system is hereby given notice that the Company will exercise this right periodically, without prior notice and without prior consent.

The interests of the Company in monitoring and intercepting data include, but are not limited to: protection of Company trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales

records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.); managing the use of the computer system; and/or assisting employees in the management of electronic data during periods of absence.

You should not interpret the use of password protection as creating a right or expectation of privacy, nor should you have a right or expectation of privacy regarding the receipt, transmission, or storage of data on Company IT resources and communications systems.

Do not use Company IT resources and communications systems for any matter that you would like to be kept private or confidential.

### Violations

If you violate this policy, you will be subject to corrective action, up to and including termination of employment. If necessary, the Company will also advise law enforcement officials of any illegal conduct.

## **6.2 Authorization for Use of Personal Vehicle**

All employees required to operate a motor vehicle as part of their employment duties must maintain a valid driver's license, acceptable driving record, and appropriate insurance coverage. Ski Ward Inc may run a motor vehicle department check to determine your driving record. It is your responsibility to provide a copy of your current driver's license and insurance coverage for your personnel file. Any changes in your driving record, including, but not limited to, driving infractions or changes to your insurance policy, must be reported to the Company.

If you use your personal vehicle in the course and scope of employment, you may not operate such vehicle while:

1. Under the influence of drugs, alcohol, or any other substance that might impair your judgment or ability to drive; or
2. Texting, emailing, or otherwise using a cell phone or other handheld device without utilizing a hands-free device.

## **6.3 Computer Security and Copying of Software**

Software programs purchased and provided by Ski Ward Inc are to be used only for creating, researching, and processing materials for Company use. By using Company hardware, software, and networking systems you assume personal responsibility for their use and agree to comply with this policy and other applicable Company policies, as well as city, state, and federal laws and regulations.

All software acquired for or on behalf of the Company, or developed by Company employees or contract personnel on behalf of the Company, is and will be deemed Company property. It is the policy of the Company to respect all computer software rights and to adhere to the terms of all software licenses to which the Company is a party. The [[Director of Information Systems]] is responsible for enforcing these guidelines.

You may not illegally duplicate any licensed software or related documentation. Unauthorized duplication of software may subject you and/or the Company to both civil and criminal penalties under the United States Copyright Act. To purchase software, obtain your manager's approval. All software acquired by the Company must be purchased through [[Information Systems or appropriate department]].

You may not duplicate, copy, or give software to any outsiders including clients, contractors, customers, and others. You may use software on local area networks or on multiple machines only in accordance with applicable license agreements entered into by the Company.

## **6.4 Driving Record**

All employees required to operate a motor vehicle as part of their employment duties at Ski Ward Inc must maintain a valid driver's license and acceptable driving record. The Company may run a motor vehicle department check to determine your

driving record. It is your responsibility to provide a copy of your current driver's license for your personnel file. Any changes in your driving record, including but not limited to driving infractions, must be reported to the Company.

State law requires all motorists to carry auto liability insurance. It is against the law to drive without insurance. If you use your own vehicle as a part of your employment duties, you must provide management with a current proof of insurance statement or card. New proof of insurance is required every time your policy expires and renews.

## 6.5 Employer Sponsored Social Events

Ski Ward Inc holds periodic social events for employees. Be advised that your attendance at these events is voluntary and does not constitute part of your work-related duties. Any exceptions to this policy must be in writing and signed by a supervisor prior to the event.

Alcoholic beverages may be available at these events. If you choose to drink alcoholic beverages, you must do so in a responsible manner. Do not drink and drive. Instead, please call a taxi or appoint a designated driver.

## 6.6 Nonsolicitation/Nondistribution Policy

Ski Ward Inc prioritizes a harmonious work environment that minimizes disruption to business operations and respects the focus of employees, visitors, and others. Our nonsolicitation/nondistribution policy aims to ensure a balanced approach to interactions within the workplace.

### *Solicitation*

For the purposes of this policy, **solicitation** includes various activities such as selling items or services, seeking contributions, or seeking support for an organization. Solicitation, whether conducted verbally, in writing, or electronically, falls under this policy's scope.

During your assigned working hours, soliciting other employees is prohibited. **Working hours** refers to periods when either you or the employees you intend to solicit are expected to be actively engaged in work-related activities. You are permitted to engage in solicitation during authorized nonworking times, such as breaks, provided that the recipients of the solicitation are also on nonworking time.

### *Distribution*

To ensure cleanliness, organization, and safety, the distribution of nonwork-related literature or items within working areas is prohibited at all times. Working areas do not include break/rest areas, lunchrooms, and parking lots. Electronic distribution of materials during work hours is also not allowed. Any literature that violates the Company's equal employment opportunity (EEO) and nonharassment policies, or knowingly spreads false information, is strictly prohibited. Nonemployees are not permitted to distribute materials on company premises under any circumstances.

### *Statutory Rights and Communication*

This policy is not meant to curtail the statutory rights of employees, including their right to discuss terms and conditions of employment. Open communication remains a vital part of our workplace culture.

### *Reporting Violations*

If you become aware of violations of this policy, report them to your supervisor.

We appreciate your cooperation in maintaining a respectful and focused work environment.

## 6.7 Off-Duty Use of Employer Property or Premises

You may not use Ski Ward Inc property for personal use during working time. You are responsible for returning Company property in good condition and repairing or replacing any property damaged as the result of personal use or as the result of

negligence. This includes use of copy machines, computers, Company products, or office supplies for personal use without prior authorization.

It is Company policy to control off duty and nonworking hour use of Company facilities either for business or personal reasons. You are prohibited from using Company facilities during off duty or nonworking hours without the written consent of your supervisor. If you use Company facilities during your off-duty hours or Company off-hours, you may be required to sign a log-in and log-out sheet maintained by the Company or building manager.

## **6.8 Suggestion Policy**

At Ski Ward Inc, we welcome suggestions for continued improvement and welcome your ideas for better ways to do your job, produce or sell the products or services of our Company, or meet customer and client needs. Discuss your ideas with your supervisor or another member of the management team.

We also encourage you to offer any suggestions derived from seminars, magazines, or other outside sources of information you believe would add value to the Company.

Understand that any suggestions, innovations, inventions, or other matter created by you on work time or with Company tools or property are considered to be the property of the Company.

## **6.9 Personal Appearance**

Your personal appearance reflects on the reputation, integrity, and public image of Ski Ward Inc. All employees are required to report to work neatly groomed and dressed. You are expected to maintain personal hygiene habits that are generally accepted in the community, including clean clothing, good grooming and personal hygiene, and appropriate attire for the workplace and the work being performed. Employees may wear ski-oriented clothing though it is expected that you do not wear any apparel which advertises other ski area's names or logos. In the workplace, we are all part of the marketing effort to promote Ski Ward Ski Area. Clothing with profanity or lewd content is prohibited. Clothing which exposes your midriff or your undergarments is strictly prohibited. Neatness and cleanliness are of the utmost importance. This may include wearing uniforms or protective safety clothing and equipment, depending upon the job. Use common sense and good judgment in determining what to wear to work.

Employees may wear beards and mustaches but they must be neatly trimmed. Otherwise, employees should be clean shaven. Excessive facial piercings is prohibited.

Fragrant products, including but not limited to perfumes, colognes, and scented body lotions or hair products, should be used in moderation out of concern for others with sensitivities or allergies.

The Company, in accordance with applicable law, will reasonably accommodate employees with disabilities or religious beliefs that make it difficult for them to comply fully with the personal appearance policy unless doing so would impose an undue hardship on the Company. Contact your supervisor to request a reasonable accommodation.

Failure to comply with the personal appearance standards may result in being sent home to groom or change clothes. Frequent violations may result in disciplinary action, up to and including termination of employment.

## **6.10 Uniforms**

Many departments require uniforms. Your immediate supervisor will provide you with complete details and costs of your department's clothing/uniform requirement. (Uniforms provided by the company must be returned upon termination of employment, unless purchased.) It is the employee's responsibility to keep uniforms clean.

It is expected that employees will dress appropriately for the nature of their job. Employees working in construction will be ready to work either inside or outside each day that they report to work. Safe footwear is required. Employees who are



trained in lift evacuation procedures should keep warm outdoor clothing, including hat, gloves and boots at their workstation. **All on snow employees are required to wear helmets.**

## **6.11 Personal Cell Phone/Mobile Device Use**

While Ski Ward Inc permits employees to bring personal cell phones and other mobile devices (i.e. smart phones, PDAs, tablets, laptops) into the workplace, you must not allow the use of such devices to interfere with your job duties or impact workplace safety and health.

Use of personal cell phones and mobile devices at work can be distracting and disruptive and cause a loss of productivity. Thus, you should primarily use such personal devices during nonworking time, such as breaks and meal periods. During this time, use devices in a manner that is courteous to those around you. Outside of nonworking time, use of such devices should be minimal and limited to emergency use only. If you have a device that has a camera and/or audio/video recording capability, you are restricted from using those functions on Company property unless authorized in advance by management or when they are used in a manner consistent with your right to engage in concerted activity under section 7 of the National Labor Relations Act (NLRA).

You are expected to comply with Company policies regarding the protection of confidential and proprietary information when using personal devices.

While operating a vehicle on work time, the Company requires that the driver's personal cell phone/mobile device be turned off. If you need to make or receive a phone call while driving, pull off the road to a safe location unless you have the correct hands-free equipment for the device that is in compliance with applicable state laws.

You may not connect your personal device to the Company network or to Company equipment (computers, printers, etc.).

You may have the opportunity to use your personal devices for work purposes. Before using a personal device for work-related purposes, you must obtain written authorization from the Business Manager. The use of personal devices is limited to certain employees and may be limited based on compatibility of technology.

Nothing in this policy is intended to prevent employees from engaging in protected concerted activity under the NLRA.

You will be subject to disciplinary action up to and including termination of employment for violation of this policy.

## **6.12 Personal Data Changes**

It is your obligation to provide Ski Ward Inc with your current contact information, including current mailing address and telephone number. You should also inform the Company of any changes to your tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings. To make changes to this information, contact [[appropriate person or department]].

## **6.13 Security**

All employees are responsible for helping to make Ski Ward Inc a secure work environment. Upon leaving work, lock all desks, lockers, and doors protecting valuable or sensitive material in your work area and report any lost or stolen keys, passes, or similar devices to your supervisor immediately. Refrain from discussing specifics regarding Company security systems, alarms, passwords, etc. with those outside of the Company.

Immediately advise your supervisor of any known or potential security risks and/or suspicious conduct of employees, customers, or guests of the Company. Safety and security is the responsibility of all employees and we rely on you to help us keep our premises secure.

## 6.14 Social Media

Ski Ward Inc acknowledges that social media has become an integral part of modern life that provides us with unique opportunities to communicate and share information with others. However, we also want to educate employees that their social media use can:

- Pose risks to the Company's confidential and proprietary information, reputation, and brand;
- Expose the Company to discrimination, harassment, and other claims; and
- Jeopardize the Company's compliance with business rules and laws.

To minimize legal risks, avoid loss of productivity and distraction, and ensure that the Company's IT resources and communications systems are used appropriately, all employees must abide by the following policy regarding social media use.

### Social Media

For purposes of this policy, **social media** refers to any means of posting content on the internet, including personal websites, social networking sites, blogs, chat rooms, and other online platforms, whether affiliated with the Company or not.

### Use Good Judgment

While the Company respects your right to personal expression, you should assume that anything you do on social media—whether on a business or personal account—could be viewed by a colleague, supervisor, partner, supplier, competitor, investor, customer, or potential customer. As such, any social media activity, even from your personal account, reflects on the Company as well as on yourself. It is important to remember that anyone can see what you post (or what you posted five years ago).

### Guidelines for Posting on Social Media

When posting:

- Protect trade secrets, intellectual property, and confidential information related to the Company.
- Do not make statements that are maliciously false or defamatory or would constitute unlawful harassment or discrimination.
- Do not make express or implied threats of violence.
- Avoid linking personal accounts to the Company as an official source.
- Respect copyright, trademark, and third-party rights.
- Do not use the Company's email addresses to register on social media platforms for personal use.
- If you identify yourself as an employee of Ski Ward Inc on your personal account and are posting about the Company, make it clear that your views are your own and that you are not speaking on behalf of the Company.

### Using Social Media at Work

Do not use social media while on your work time, unless it is work related as authorized by your supervisor or consistent with policies that cover equipment owned by the Company.

### Media Contacts

If you are not authorized to speak on behalf of the Company, do not speak to the media on behalf of the Company. Direct all media inquiries for official Company responses to [[Human Resources or appropriate department]].

### Retaliation

Retaliation against those reporting policy violations or cooperating in investigations is prohibited. Retaliatory actions may lead to disciplinary measures.

### Violations

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

This policy does not limit employees rights to discuss wages, hours, or other terms and conditions of employment. All employees have the right to engage in or refrain from such activities.

### **6.15 Telephone Use**

Ski Ward Inc phones are principally for work-related communications. Unless there is an emergency, limit long distance telephone calls to business purposes only. Limit personal use of Company telephones to brief communications during rest periods where possible. Casual conversation with friends and relatives during working hours is strongly discouraged. Telephone use is subject to the Use of Company Technology Policy.

### **6.16 Third Party Disclosures**

From time to time, Ski Ward Inc may become involved in news stories or potential or actual legal proceedings of various kinds. When that happens, lawyers, former employees, newspapers, law enforcement agencies, and other outside persons may contact our employees to obtain information about the incident or the actual or potential lawsuit.

If you receive such a contact, you should not speak on behalf of the Company and should refer any call requesting the position of the Company to [[media contact person]]. If you have any questions about this policy or are not certain what to do when such a contact is made, contact [[media contact person]].

### **6.17 Use of Employer Vehicles**

Company vehicles are to be used for Ski Ward Inc business only. Unless the use of the vehicle has been approved for personal use, personal or outside business use is strictly prohibited.

If you drive a Company vehicle, all infractions or violations while driving the vehicle and all restrictions, suspensions, or revocations against your driver's license must be immediately reported to your supervisor.

When a Company vehicle cannot be operated, is unsafe for use, or has been damaged, notify your supervisor immediately.

As the driver of a Company vehicle, you are responsible for the vehicle while in your charge and must not permit unauthorized persons to drive it. You are also responsible for the daily housekeeping of the vehicle; it is to remain clean and uncluttered.

You may not operate a motor vehicle while under the influence of alcohol or a chemical substance or other substance that can impair judgment. You may not operate a motor vehicle while texting, emailing, or otherwise using a cell phone or other handheld device without utilizing a hands-free device.

Multiple driving moving violations that appear on the annual state department of motor vehicle check will result in suspension of rights to drive a Company vehicle or drive a personal vehicle on Company business. Suspension of rights will continue until one year has passed with no infractions. If there are persistent and ongoing problems with driving infractions, and driving a vehicle is a part of successful execution of job responsibilities, you may be terminated.

### **6.18 Workplace Privacy and Right to Inspect**

Ski Ward Inc property, including but not limited to lockers, phones, computers, tablets, desks, work place areas, vehicles, or machinery, remains under the control of the Company and is subject to inspection at any time, without notice to any employees, and without their presence.

You should have no expectation of privacy in any of these areas. We assume no responsibility for the loss of, or damage to, your property maintained on Company premises including that kept in lockers and desks.

## 7.0 Benefits

### 7.1 Vacation

Ski Ward Inc provides employees with paid vacation.

#### *Eligibility*

All [[full-time regular]] employees are eligible to receive vacation time [[immediately upon hire/upon completion of the introductory period/after completing # days of employment]].

#### *Deposits Into Your Leave Account*

Vacation is calculated according to [[your work anniversary year/the calendar year/the fiscal year, which begins on [date] and ends on [date]]].

#### **[[EMPLOYERS MUST CHOOSE ONE:]]**

##### **[[Option 1:]]**

The amount of vacation received each year is based on your length of service and [[is granted in a lump sum at the beginning of each year/accrues according to an accrual schedule determined by the Company up to a maximum annual grant as shown below]]:

- First year of employment: [[# hours/days/weeks]] annually.
- Second and third year of employment: [[# hours/days/weeks]] annually.
- Third through fifth year of employment: [[# hours/days/weeks]] annually.
- Over five years of employment: [[# hours/days/weeks]] annually.

Part-time regular employees receive vacation time in proportion to their work schedule.

Vacation granted during your first year of employment will be prorated based on your hire date.

#### **[[OR]]**

##### **[[Option 2:]]**

All eligible employees will accrue [[# hours/days/weeks]] of vacation for every [[period of time]] worked, up to a maximum accrual of [[# hours/days/weeks]].

Once you reach the maximum accrual amount, you will not accrue any additional vacation until you use some of the accrued but unused vacation and the amount falls below the maximum accrual amount. You will not receive retroactive credit for any period of time in which you did not accrue vacation because you accrued the maximum amount.

#### *Leave Usage and Requests for Leave*

The Company encourages you to use your vacation time. You are eligible to begin using vacation [[immediately upon hire/upon completion of your introductory period/as soon as it is received /after # days of employment]].

You must request vacation from your supervisor as far in advance as possible, but at least [[# days/weeks]] in advance. The Company will generally grant requests for vacation when possible, taking business needs into consideration. When multiple employees request the same time off, their [[length of employment/seniority/collective-bargaining agreement]] may determine priority in scheduling vacation times.

You must take vacation in increments of at least [[# of hours/days]].

### During a Leave of Absence

The Company may require you to use any unused vacation during disability or family medical leave, or any other leave of absence, where permissible under local, state, and federal law.

**[[EMPLOYERS WHO USE AN ACCRUAL METHOD MUST ADD THE FOLLOWING LANGUAGE:** You will not accrue vacation during unpaid leaves of absence, or other periods of inactive service, unless vacation accrual is required by applicable federal, state, or local law.]]

### Carryover

**[[EMPLOYERS MUST CHOOSE ONE:]]**

[[Unused vacation can be carried over to the following year **[You may want to explain conditions for carryover:** e.g., on or about your anniversary date/at the beginning of the following [calendar/fiscal] year.]] [[The Company may elect to offer payment for the unused time [on or about your anniversary date/at the beginning of the following [calendar/fiscal] year].]]

**[[OR]]**

**[[OPTIONAL LANGUAGE FOR ALL STATES EXCEPT CALIFORNIA, COLORADO, MONTANA, AND NEBRASKA. DO NOT USE THIS LANGUAGE FOR CALIFORNIA, COLORADO, MONTANA, OR NEBRASKA HANDBOOKS.]]**

[[You may not carry over unused vacation to the following year. Any unused vacation will be forfeited [on or about your anniversary date/at the end of the [calendar/fiscal] year].]]

### Separation of Employment

Upon separation of employment for any reason, you will [[forfeit any earned but unused [vacation time] unless state law dictates otherwise/will be paid for earned but unused [vacation time].]]

## **7.2 Paid Time Off (PTO)**

Ski Ward Inc provides employees with paid time off (PTO). PTO may be used for [[vacation, sick time, or other personal matters]].

### Eligibility

All [[full-time regular]] employees are eligible to receive PTO [[immediately upon hire/upon completion of the introductory period/after completing # days of employment]].

### Deposits Into Your Leave Account

PTO is calculated according to [[your work anniversary year/the calendar year/the fiscal year, which begins on [date] and ends on [date] ]].

**[[EMPLOYERS MUST CHOOSE ONE:]]**

**[[Option 1:]]**

The amount of PTO received each year is based on your length of service and [[is granted in a lump sum at the beginning of each year/accrues according to an accrual schedule determined by the Company up to a maximum annual grant as shown below:]]

- First year of employment: [[# hours/days/weeks]] annually.
- Second and third year of employment: [[# hours/days/weeks]] annually.

- Third through fifth year of employment: [[# hours/days/weeks]] annually.
- Over five years of employment: [[# hours/days/weeks]] annually.

Part-time regular employees receive PTO time in proportion to their work schedule.

PTO granted during your first year of employment will be prorated based on your hire date.

[[OR]]

[[Option 2:]]

All eligible employees will accrue [[# hours/days/weeks]] of PTO for every [[period of time]] worked, up to a maximum accrual of [[# hours/days/weeks]].

Once you reach the maximum accrual amount, you will not accrue any additional PTO until you use some of the accrued but unused PTO and the amount falls below the maximum accrual amount. You will not receive retroactive credit for any period of time in which you did not accrue PTO because you accrued the maximum amount.

#### Leave Usage and Requests for Leave

The Company encourages you to use your PTO time. You are eligible to begin using PTO [[immediately upon hire/upon completion of your introductory period/as soon as it is received /after # days of employment]].

You must request PTO from your supervisor as far in advance as possible, but at least [[# days/weeks]] in advance. The Company will generally grant requests for PTO when possible, taking business needs into consideration. [[When multiple employees request the same time off, their [[length of employment/seniority/collective-bargaining agreement]] may determine priority in scheduling PTO times.

You must take PTO in increments of at least [[# of hours/days]].

#### During a Leave of Absence

The Company may require you to use any unused PTO during disability or family medical leave, or any other leave of absence, where permissible under local, state, and federal law.

[[EMPLOYERS WHO USE AN ACCRUAL METHOD MUST ADD THE FOLLOWING LANGUAGE: You will not accrue PTO during unpaid leaves of absence, or other periods of inactive service, unless PTO accrual is required by applicable federal, state, or local law.]]

#### Carryover

[[EMPLOYERS MUST CHOOSE ONE:]]

[[Unused PTO can be carried over to the following year [You may want to explain conditions for carryover: e.g., on or about your anniversary date/at the beginning of the following [calendar/fiscal] year.]] [[The Company may elect to offer payment for the unused time [on or about your anniversary date/at the beginning of the following [calendar/fiscal] year.]]

[[OR]]

[[OPTIONAL LANGUAGE FOR ALL STATES EXCEPT CALIFORNIA, COLORADO, MONTANA, AND NEBRASKA. DO NOT USE THIS LANGUAGE FOR CALIFORNIA, COLORADO, MONTANA, OR NEBRASKA HANDBOOKS.]]

[[You may not carry over unused PTO] to the following year. Any unused PTO will be forfeited [on or about your anniversary date/at the end of the [calendar/fiscal] year.]]

#### Separation of Employment

Upon separation of employment for any reason, you will [[forfeit any earned but unused PTO time unless state law dictates otherwise/will be paid for earned but unused PTO time]].

### 7.3 401(k) Plan

Eligible employees (as determined by the terms of the plan) may participate in the Ski Ward Inc 401(k) plan. [[The Company provides for employee pre-tax deferral contributions [and after tax Roth contributions] and also provides for employer matching funds of [%] for each dollar you contribute up to a maximum Company contribution of [\$ or % amount] per [pay period/year.] [and also provides for other employer contributions, which are subject to allocation and vesting requirements].]] Refer to your Summary Plan Description (SPD) for specifics.

Contact [[appropriate person or department]] to find out if you are eligible to participate in the Company 401(k) plan. The Company is required to let you know if you are eligible.

This benefit, as well as other benefits, may be canceled or changed at the discretion of the Company, unless otherwise required by law.

### 7.4 Bereavement Leave

Ski Ward Inc recognizes the importance of taking leave when there is a death in the family. Where bereavement leave is not required by law, the Company will provide bereavement leave as follows:

[[All employees [who have completed # days/weeks/months of service] are eligible for [# day(s)] of [paid/unpaid] bereavement leave for the death of an immediate family member.]]

[[OR]]

[[Full-time employees [who have completed # days/weeks/months of service] are eligible for [# day(s)] of [paid/unpaid] bereavement leave for the death of an immediate family member.]]

[[Part-time employees [who have completed # days/weeks/months of service] are eligible for [# day(s)] of [paid/unpaid] bereavement leave for the death of an immediate family member.]]

[[Part-time employees [who have completed # days/weeks/months of service] are eligible for [# day(s)] of [paid/unpaid] bereavement leave for the death of an immediate family member in proportion to the number of hours they are regularly scheduled to work. For example, a part-time employee regularly scheduled to work 20 hours per week is eligible for [one half the number of days indicated for full-time employees] of bereavement leave.]]

You may use accrued but unused [[vacation/sick leave/paid time off]] if additional time is needed. [[Additional unpaid time off may be granted at the discretion of the Company on a case-by-case basis.]]

For purposes of this policy, **immediate family member** includes the following and applies both to the family of the employee and the employee's spouse: [[child (including foster child and stepchild), spouse, sister, brother, parents (including foster parents and stepparents), grandparents]].

You must provide notice of your need for bereavement leave as far in advance as possible. The Company may require documentation supporting your need for bereavement leave.

### 7.5 Holidays

Ski Ward Inc offers the following paid holidays each year: [[list all paid holidays]].

When a holiday falls on a Saturday, it will be observed the preceding Friday. Holidays falling on a Sunday will be observed

the following Monday.

If a holiday falls on your regular day off, ask your supervisor how it affects you.

You will be compensated for holidays in accordance with federal and state law.

## **7.6 Unemployment Compensation Insurance**

Unemployment compensation insurance is paid for by Ski Ward Inc and provides temporary income for employees who have lost their job under certain circumstances. Your eligibility for unemployment compensation will, in part, be determined by the reasons for your separation from the Company.

## **7.7 Workers' Compensation Insurance**

Workers' compensation is a no-fault system designed to provide benefits to all employees for work-related injuries. Workers' compensation insurance coverage is paid for by employers and governed by state law. The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave, and rehabilitation services, as well as payment for lost wages due to work related injuries. If you are injured on the job while working at Ski Ward Inc, no matter how slightly, you are to report the incident immediately to your supervisor. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim for benefits.

To receive workers' compensation benefits, notify your supervisor immediately of your claim. If your injury is the result of an on-the-job accident, you must fill out an accident report. You will be required to submit a medical release before you can return to work.

## **7.8 Family and Medical Leave (FMLA)**

In accordance with the Family and Medical Leave Act of 1993 (FMLA), Ski Ward Inc provides up to 12 or 26 weeks of unpaid, job-protected leave in a 12-month period to covered employees in certain circumstances.

### *Eligibility*

To qualify for FMLA leave, you must:

- Have worked for the Company for at least 12 months, although that time need not be consecutive;
- Have worked at least 1,250 hours in the last 12 months; and
- Be employed at a worksite that has 50 or more employees within 75 miles.

### *Reasons for Leave*

You may take up to 12 weeks of unpaid FMLA leave in a 12-month period, which is [[define the 12-month period]], for any of the following reasons:

- The birth of a child and to care for that child (leave must be completed within one year of the child's birth);
- The adoption or foster care placement of a child with you and in order to care for the newly placed child (leave must be completed within one year of the child's placement);
- To care for a spouse, child, or parent with a serious health condition;
- To care for your own serious health condition, which makes you unable to perform the essential functions of your position; or
- A qualifying exigency of a spouse, child, or parent who is a military member on covered active duty or called to covered active-duty status (or has been notified of an impending call or order to covered active duty).

You may take up to 26 weeks of unpaid FMLA leave in a single 12-month period, beginning on the first day that you take FMLA leave to care for a spouse, child, parent, or next of kin who is a covered service member and who has a serious injury or illness related to active-duty service.



As used in this policy:

- **Spouse** means a husband or wife as recognized under state law for the purposes of marriage in the state or other territory or country where the marriage took place.
- **Child** means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18 or age 18 or older and incapable of self-care because of a mental or physical disability at the time FMLA leave is to commence. A child for the purposes of military exigency or military care leave can be of any age.
- **Parent** means a biological, adoptive, step, or foster parent or any other individual who stood in loco parentis to you when you were a child.
- **Next of kin** for the purposes of military care leave is a blood relative other than a spouse, parent, or child in the following order: brothers and sisters, grandparents, aunts and uncles, and first cousins. If a military service member designates in writing another blood relative as their caregiver, that individual will be the only next of kin. In appropriate circumstances, you may be required to provide documentation of next of kin status.

#### Notice

If the need for leave is foreseeable because of an expected birth, adoption, or a planned medical treatment, you must give at least 30 days' notice. If 30 days' notice is not possible, give notice as soon as practical (within one or two business days of learning of your need for leave). Failure to provide appropriate notice may result in the delay or denial of leave.

In addition, if you are seeking intermittent or reduced schedule leave that is foreseeable due to a planned medical treatment or a series of treatments for yourself, a family member, or covered service member, you must first consult with the Company regarding the dates of this treatment to work out a schedule that best suits your needs or the needs of the covered military member, if applicable, and the Company.

If the need for leave is unforeseeable, provide notice as soon as possible. Normal call-in procedures apply to all absences from work, including those for which leave under this policy may be requested. Failure to provide appropriate notice may result in the delay or denial of leave.

[[If your company has leave request forms, [[include information here on where employees may obtain these forms.]]

#### Certification

If you are requesting leave because of your own or a covered relative's serious health condition, you and the relevant healthcare provider must supply appropriate medical certification. You may obtain medical certification forms from [[name of appropriate department]]. When you request leave, the Company will notify you of the requirement for medical certification and when it is due (at least 15 days after you request leave). If you provide at least 30 days' notice of medical leave, you should also provide the medical certification before leave begins. Failure to provide requested medical certification in a timely manner may result in denial of FMLA-covered leave until it is provided.

At our expense, the Company may require an examination by a second healthcare provider designated by us. If the second healthcare provider's opinion conflicts with the original medical certification, we, at our expense, may require a third, mutually agreeable, healthcare provider to conduct an examination and provide a final and binding opinion. Subsequent medical recertification may also be required. Failure to provide requested certification within 15 days, when practical, may result in delay of further leave until it is provided.

The Company also reserves the right to require certification from a covered military member's healthcare provider if you are requesting military caregiver leave and certification in connection with military exigency leave.

#### Paid Leave Utilization During FMLA Leave

FMLA leave is unpaid; however, you [[may/will be required to]] use available paid leave [[[e.g., vacation/paid time off/sick days/personal days]]] during FMLA leave as permitted by law.

FMLA leave runs concurrently with other leaves, such as accrued paid leave that is substituted for unpaid FMLA leave and any state family leave laws, to the extent allowed by applicable law. The substitution of paid leave for unpaid FMLA leave does not extend the 12 or 26 weeks (whichever is applicable) of FMLA leave. In addition, the substitution of paid leave for unpaid leave may not result in your receipt of more than 100% of your salary.

If you are receiving short- or long-term disability or workers' compensation benefits during a personal medical leave, you will not be required to utilize accrued paid leave. However, where state law permits, you may elect to use accrued paid leave to supplement these benefits.

#### Leave Increments

#### Intermittent Leave

If medically necessary, FMLA leave for a serious health condition may be taken intermittently (in separate blocks of time due to a serious health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday). FMLA leave may also be taken intermittently or on a reduced leave schedule for a qualifying exigency relating to covered military service.

As FMLA leave is unpaid, the Company will reduce your salary based on the amount of time actually worked. In addition, while you are on an intermittent or reduced schedule leave that is foreseeable due to planned medical treatments, the Company may temporarily transfer you to an available alternative position that better accommodates your leave schedule and has equivalent pay and benefits.

#### Parental Leave

Leave for the birth or placement of a child must be taken in a single block and cannot be taken on an intermittent or reduced schedule basis. Parental leave must be completed within 12 months of the birth or placement of the child; however, you may use parental leave before the placement of an adopted or foster child to consult with attorneys, appear in court, attend counseling sessions, etc.

#### Family Care, Personal Medical, Military Exigency, and Military Care Leave

Leave taken for these reasons may be taken in a block or blocks of time. In addition, if a healthcare provider deems it necessary or if the nature of a qualifying exigency requires, leave for these reasons can be taken on an intermittent or reduced schedule basis.

#### Fitness for Duty Requirements

If you take leave because of your own serious health condition (except if you are taking intermittent leave), you are required, as are all employees returning from other types of medical leave, to provide medical certification that you are fit to resume work. You will not be permitted to resume work until certification is provided.

#### Health Insurance

#### Maintaining Coverage During Leave

Your health insurance coverage will be maintained by the Company during leave on the same basis as if you were still working. You must continue to make timely payments of your share of the premiums for such coverage. Failure to pay premiums within 30 days of when they are due may result in a lapse of coverage. If this occurs, you will be notified 15 days before the date coverage lapses that coverage will terminate unless payments are promptly made.

#### Payment of Premiums

Alternatively, at our option, the Company may pay your share of the premiums during the leave and recover the costs of this insurance upon your return to work. Coverage that lapses due to nonpayment of premiums will be reinstated immediately upon return to work without a waiting period. Under most circumstances, if you do not return to work at the end of leave, the

Company may require reimbursement for the health insurance premiums paid during the leave.

#### *Reinstatement*

Upon returning to work at the end of leave, you will generally be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken.

#### *Spouse Aggregation*

If both you and your spouse work at the Company, you are collectively eligible for 12 weeks of leave for the birth or placement of a child or to care for a parent with a serious health condition. Similarly, spouses employed by the Company will be limited to a combined total of 26 weeks of leave to care for a military service member. This 26-week leave period will be reduced, however, by the amount of leave taken for other qualifying FMLA events. This type of leave aggregation does not apply to leave needed for your own serious health condition, to care for a spouse or child with a serious health condition, or because of a qualifying exigency.

#### *Failure to Return*

If you fail to return to work or fail to make a request for an extension of leave prior to the expiration of the leave, you will be deemed to have voluntarily terminated your employment. The Company is not required to grant requests for open-ended leaves with no reasonable return date under these policies or as disability accommodations.

#### *Alternative Employment*

While on a leave of absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by the Company. If you are on a leave of absence and are found to be working elsewhere without permission, you will be subject to disciplinary action up to and including termination.

#### *Interaction with State and Local Laws*

Where state or local laws intersect with the FMLA, the Company will comply with the law that is the most favorable to you.

#### *Abuse of Leave*

If you are found to have provided a false reason for a leave, you will be subject to disciplinary action up to and including termination.

#### *Designation of Leave*

If the Company becomes aware of any qualifying reason for FMLA leave, the Company will designate it as such. You may not refuse FMLA designation under this policy.

#### *Retaliation*

The Company will not retaliate against employees who request or take leave in accordance with this policy.

## **7.9 Military Leave (USERRA)**

Ski Ward Inc complies with applicable federal and state law regarding military leave and re-employment rights. A military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA, with amendments) and all applicable state law. You must submit documentation of the need for leave to [[Human Resources or appropriate department]]. When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in accordance with state and federal law. You must notify your supervisor of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits, and reinstatement upon return from military leave, contact [[Human Resources or appropriate department]].

## **8.0 Safety and Loss Prevention**

## 8.1 Workplace Tobacco Usage

Ski Ward Inc is concerned about the detrimental effects of smoking and secondhand smoke inhalation. Smoking (including the use of electronic vaping products such as e-cigarettes) is prohibited in the following:

- [[Company offices.]]
- [[Company vehicles.]]
- [[Client areas.]]
- [[Restrooms.]]
- [[Areas where signs are posted prohibiting smoking.]]
- [[Other areas defined by the employer.]]

[[The Company also prohibits the use of smokeless tobacco (e.g., chewing tobacco, dip, and snuff) in such areas.]]

[[If you have a stop smoking incentive program, add anything you would like to include about it here.]]

[[SEE POLICY INSTRUCTION TO DETERMINE WHETHER YOU WANT TO INCLUDE THE FOLLOWING LANGUAGE:  
The Company will not discriminate against employees based on their off-premises, off-duty tobacco usage.]]

## 8.2 Drug and Alcohol Policy

Ski Ward Inc is committed to providing a safe, healthy, and productive work environment. Consistent with this commitment, it is the intent of the Company to maintain a drug and alcohol-free workplace. Being under the influence of alcohol, illegal drugs (as classified under federal, state, or local laws), or other impairing substances while on the job may pose a serious health and safety risk to others, and will not be tolerated.

### Prohibited Conduct

The Company expressly prohibits employees from engaging in the following activities when they are on duty or conducting Company business or on Company premises (whether or not they are working):

- The use, abuse, or being under the influence of alcohol, illegal drugs, or other impairing substances.
- The possession, sale, purchase, transfer, or transit of any illegal or unauthorized drug, including prescription medication that is not prescribed to the individual, or drug-related paraphernalia.
- The illegal use or abuse of prescription drugs.

While the use of marijuana has been legalized under some state laws for medicinal and/or recreational uses, it remains an illegal drug under federal law. The Company does not discriminate against employees solely on the basis of their lawful off-duty use of marijuana. You may not consume or be under the influence of marijuana while on duty or at work. If you have a valid prescription for medical marijuana, refer to the Company Disability Accommodation policy for additional information.

Nothing in this policy is meant to prohibit your appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, if it does not impair your job performance or safety or the safety of others. If you take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability, inform your supervisor if you believe the medication may impair your job performance, safety, or the safety of others or if you believe you need a reasonable accommodation before reporting to work while under the influence of that medication.

[[# Employer-Sponsored Events]]

[[From time to time, the Company may sponsor social or business-related events where alcohol may be served. This policy does not prohibit the use or consumption of alcohol at these events. However, if you choose to consume alcohol at such events, you must do so responsibly and maintain your obligation to conduct yourself properly and professionally at all times.]]

[[# Treatment and/or Rehabilitation]]

[[The Company may assist you in seeking treatment or rehabilitation for drug or alcohol dependency. In such cases, the Company may consider your continued employment as long as concerns regarding safety, health, production, communication, or other work-related matters are adequately addressed. The Company may also require you to obtain a medical clearance and agree to random testing and a "one-strike" rule as a condition of continued employment.]]

#### Violations

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

### **8.3 General Safety**

It is the responsibility of all Ski Ward Inc employees to maintain a healthy and safe work environment, report any health or safety hazards, and follow the Company health and safety rules. Failure to do so may result in disciplinary action, up to and including termination of employment. The Company also requires that all occupational illnesses or injuries be reported to your supervisor as soon as reasonably possible and that an occupational illness or injury form be completed on each reported incident.

### **8.4 Workplace Violence**

As the safety and security of our employees, vendors, contractors, and the general public is in the best interests of Ski Ward Inc, we are committed to working with our employees to provide a work environment free from violence, intimidation, and other disruptive behavior.

#### Zero Tolerance Policy

The Company has a zero tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, employees, and non-employees such as contractors, customers, and visitors.

Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

#### Prohibited Conduct

Prohibited conduct includes, but is not limited to:

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Possessing, brandishing, or using a firearm on Company property or while performing Company business except as permitted by state law.
- Violating a restraining order, order of protection, injunction against harassment, or other court order.

#### Reporting Incidents of Violence

Report to your supervisor, Business Manager, or General Manager in accordance with this policy, any behavior that compromises our ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know. You are expected to cooperate in any investigation of workplace violence.

#### Violations

Violating this policy may subject you to criminal charges as well as discipline up to and including immediate termination of employment.

### Retaliation

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for, based on a reasonable belief, reporting a threat or for cooperating in an investigation.

If you initiate, participate, are involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, you will be subject to discipline up to and including termination.

If you believe you have been wrongfully retaliated against, immediately report the matter to:

Mike Proctor, Business Manager at (508) 845- 1797, 1000 Main St., Shrewsbury, MA 01545 or [mikep@skiward.com](mailto:mikep@skiward.com).

OR

Stephanie LaCroix GM at 508 845 1797 1000 Main St. Shrewsbury, MA 01545 or [stephanie@skiward.com](mailto:stephanie@skiward.com)

## **8.5 Drug-Free Workplace**

### Drug-Free Workplace Act

As a federal contractor, Ski Ward Inc must comply with the requirements of the Drug-Free Workplace Act of 1988, which is a part of Public Law 100-690, Anti-Drug Abuse Act of 1988. The federal Drug-Free Workplace Act of 1988 (§ 5152) covers grants and contracts for the procurement of any service with a value of \$25,000 or more.

To comply with the act, federal agency contractors and federal grant recipients must provide a drug-free workplace. These federal contractors and grant recipients will:

- Publish a statement prohibiting the unlawful manufacture, distribution, dispensation, possession, or use of illegal drugs in the workplace and specify the actions that will be taken against employees for violations.
- Distribute a copy of the policy statement to employees engaged in the performance of a federal grant or contract.
- Notify employees that compliance with the policy is a condition of employment on such grant or contract and that employees must abide by the terms of the policy statement. The policy statement includes the requirement that employees notify the Company of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- Notify the granting or contracting agency within 10 days after learning of a criminal drug statute conviction.
- Impose a sanction as required under this act on employees who are so convicted.
- Establish a program of drug-free awareness, informing employees about the organization's policy of maintaining a drug-free workplace, the penalties that may be imposed upon employees for drug-abuse violations, the dangers of drug abuse in the workplace, and any available drug counseling, rehabilitation, and assistance programs.
- Make a good faith effort to continue to maintain a drug-free workplace through implementation of these requirements.

### Americans with Disabilities Act

In addition to complying with the federal Drug-Free Workplace Act of 1988, the Company must comply with the requirements of the Americans with Disabilities Act of 1990 (ADA). Individuals who currently use drugs illegally are not individuals with disabilities protected under the ADA when an employer takes action because of their continued use of drugs. This includes people who use prescription drugs illegally as well as those who use illegal drugs. However, people who have been rehabilitated and do not currently use drugs illegally, or who are in the process of completing a rehabilitation program, may be protected by the ADA.

### Drug-Free Workplace Policy

The Company, in compliance with the federal Drug-Free Workplace Act of 1988, has adopted the following policy that must be adhered to as a condition of employment:

- The unlawful use, possession, manufacture, dispensation, or distribution of controlled substances in all work locations is prohibited.
- Any employees convicted of a criminal drug statute violation occurring in the workplace must notify their supervisor of the conviction within five days after the conviction. As required by the federal Drug-Free Workplace Act of 1988, the Company must inform contracting or granting agencies of such convictions within 10 days after receiving notification or otherwise receiving notice of a conviction.
- Upon receiving such notification, the Company, in conjunction with the location concerned, will take all steps necessary to assure the proper conduct of sponsored projects and programs. If a decision is reached to allow the affected individual to continue employment with the Company, the individual must participate in and satisfactorily complete an approved drug abuse assistance or rehabilitation program.

The Company will evaluate its obligations in accordance with state and other applicable laws where required, on a case by case basis.

## **9.0 Trade Secrets and Inventions**

### **9.1 Inventions**

Any invention created, in whole or in part, during your work hours, or from the use of equipment or facilities belonging to Ski Ward Inc, is a "work for hire" and is the property of the Company.

If you intend to develop and maintain property rights to any invention that relates in any way to products or services of the Company, you are required to obtain a written waiver of this policy, signed by both you and [[insert title]].

### **9.2 Confidentiality and Nondisclosure of Trade Secrets**

As a condition of employment, Ski Ward Inc employees are required to protect the confidentiality of Company trade secrets, proprietary information, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Company. Access to this information should be limited to a "need to know" basis and should not be used for personal benefit, disclosed, or released without prior authorization from management.

If you have information that leads you to suspect that employees are sharing such information in violation of this policy and/or competitors are obtaining such information, you are required to inform your supervisor or [[Human Resources or appropriate department]].

Violation of this policy may result in disciplinary action up to and including termination, and may subject the violator to civil liability.

## **10.0 Customer Relations**

### **10.1 Customer, Client, and Visitor Relations**

Ski Ward Inc strives to provide the best products and services possible to our customers and clients. Our customers and clients support this business and generate your wages. You are expected to treat every customer, client, or visitor with the utmost respect and courtesy during your working time. You should never argue or act in a disrespectful manner towards a visitor or customer during your working time. If you are having problems with a customer, client, or visitor, notify your supervisor immediately. If a customer, client, or visitor voices a suggestion, complaint, or concern regarding our products or services, inform your supervisor or a member of management. Lastly, make every effort to be prompt in following up on customer, client, or visitor orders or questions. Positive customer, client, and visitor relations will go a long way to

establishing our Company as a leader in its field.

## **10.2 Products and Services Knowledge**

As a representative of Ski Ward Inc, you are expected to be familiar with the products and services we offer. Take every opportunity to learn the interrelationship between your department or division and the others of the Company. We consider our employees to be the best reflection of our business brand and company success.



# Massachusetts Policies

## Hiring and Orientation Policies

### EEO Statement and Nonharassment Policy

#### Equal Opportunity Statement

Ski Ward Inc is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), race (including traits historically associated with race, which include, but are not limited to, hair texture, type, and length, and natural and protective hairstyles such as braids, locks, twists, Bantu knots, hair coverings, and other formations), religion, color, national origin, ancestry, physical or mental disability, genetic information, marital status, age (40 and older), AIDS/HIV status, arrest and conviction information, status as a registered qualifying medical marijuana patient or registered primary caregiver, admission to a mental facility, military service, veteran status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your supervisor or any other designated member of management.

#### Policy Against Workplace Harassment

Ski Ward Inc has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), race (including traits historically associated with race, which include, but are not limited to, hair texture, type, and length, and natural and protective hairstyles such as braids, locks, twists, Bantu knots, hair coverings, and other formations), religion, color, national origin, ancestry, physical or mental disability, genetic information, marital status, age (40 and older), AIDS/HIV status, arrest and conviction information, status as a registered qualifying medical marijuana patient or registered primary caregiver, admission to a mental facility, military service, veteran status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

#### Sexual Harassment

**Sexual harassment** means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

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

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults, or blocking or impeding movements.

### Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion towards an individual because of the individual's sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), race (including traits historically associated with race, which include, but are not limited to, hair texture, type, and length, and natural and protective hairstyles such as braids, locks, twists, Bantu knots, hair coverings, and other formations), religion, color, national origin, ancestry, physical or mental disability, genetic information, marital status, age (40 and older), AIDS/HIV status, arrest and conviction information, status as a registered qualifying medical marijuana patient or registered primary caregiver, admission to a mental facility, military service, veteran status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above-protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility towards an individual or group because of one of the above-protected categories and that is placed on walls, bulletin boards, or elsewhere on our premises, in emails or voicemails, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance towards any select group.

### Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify [[name, title, phone number, email]] or [[other designated person(s) or department]].

The Company prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

### State and Federal Remedies

In addition to the Company reporting process, if you believe you have been subjected to harassment, you may file a formal

complaint with either or both of the government agencies listed here. Using the Company complaint process does not prohibit you from filing a complaint with these agencies. Note that claims must be filed with the Equal Employment Opportunity Commission (EEOC) and the Massachusetts Commission Against Discrimination (MCAD) within 300 days.

### **EEOC Boston Office**

Address: John F. Kennedy Federal Building, 475 Government Center, Boston, MA 02203

Phone: 800-669-4000

Fax: 617-565-3196

TTY: 800-669-6820

ASL Video Phone: 844-234-5122

Website: <https://publicportal.eeoc.gov/portal/>

### **MCAD**

Address: 1 Ashburton Place, Suite 601, Boston, MA 02108

Phone: 617-994-6000

TTY: 617-994-6196

Alternative Languages: 617-994-6196

Email: [mcad@mass.gov](mailto:mcad@mass.gov)

Fax: 617-994-6024

### **Pregnant Workers Fairness Act Notice**

The Massachusetts Pregnant Workers Fairness Act prohibits discrimination against employees due to pregnancy or conditions related to pregnancy. The law also requires employers to provide reasonable accommodations to employees who are pregnant or have a condition related to pregnancy. Conditions related to pregnancy include, but are not limited to, morning sickness, lactation, or the need to express breast milk.

The procedures for requesting an accommodation are described in the Massachusetts Disability Accommodation policy.

## **Wage and Hour Policies**

### **Wage Disclosure Protection**

In accordance with Massachusetts law, Ski Ward Inc will not:

- Require, as a condition of employment, that you refrain from inquiring about, discussing, or disclosing your wages or the wages of other employees.
- Discharge or in any other manner retaliate against you because you:
  - Opposed any act or practice that conflicts with this policy;
  - Made or indicated an intent to file a complaint or otherwise cause to be instituted any proceeding regarding your rights under this policy;
  - Testified or are about to testify, assist, or participate in any manner in an investigation or proceeding regarding your rights under this policy; or
  - Disclosed your wages or inquired about or discussed the wages of other employees.

However, if you have access to or knowledge of the compensation information of other employees as a part of your essential job functions, you may not disclose that information to individuals who do not otherwise have access to it without prior written consent from the individual whose information is sought or requested, unless the compensation information is a public record.

This policy does not create an obligation for the Company to disclose wages.

If you believe that you have been discriminated or retaliated against in violation of this policy, immediately report your

concerns to [[appropriate person or department]].

Nothing in this policy will be enforced to interfere with, restrain or coerce, or retaliate against employees regarding their rights under the National Labor Relations Act.

### **Accommodations for Nursing Mothers**

Ski Ward Inc will provide nursing mothers reasonable break time to express milk for their nursing child.

If you are nursing, the Company will provide you a private room or location, other than a restroom, to express milk. The room or location will be shielded from view and free from intrusion from coworkers and the public.

[[INFORM EMPLOYEES WHERE THEY MAY STORE EXPRESSED MILK: Expressed milk can be stored [in company refrigerators, refrigerators provided in the lactation room or other location]. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator. You may also bring a personal cooler for storage.]]

The break time must, if possible, run concurrently with any break time already provided to you. If you are nonexempt, [[clock in and out/record the start and end time for]] any time taken that does not run concurrently with normally scheduled rest periods. Break time may be unpaid as permissible under applicable law.

You are encouraged to discuss the length and frequency of these breaks with your supervisor.

The Company will not discriminate or retaliate against employees who express milk in the workplace in accordance with this policy.

### **Meal and Rest Periods**

Ski Ward Inc strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your supervisor regarding procedures and schedules for rest and meal breaks. The Company requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your supervisor know; in addition, notify your supervisor as soon as possible if you were unable to or prohibited from taking a meal or rest period.

### **Overtime**

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your supervisor.

At certain times Ski Ward Inc may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

### **Pay Period**

At Ski Ward Inc, the standard pay period is [[weekly, biweekly, semimonthly, etc.]] for all employees. Pay dates are [[insert day or dates]]. If a pay period falls on a holiday, you will be paid on [[the preceding workday]]. If a pay date falls on a Saturday, paychecks will be issued on Friday. If a pay date falls on a Sunday, paychecks may be issued on Monday. Special provisions may be required from time to time if holidays fall on pay dates. Check with your supervisor if this type of date arises. [[Insert other special circumstances here, if applicable, or revise previous language as applicable.]]

If you are paid by commission, refer to your commission agreement.

Review your paycheck for accuracy. If you find an issue, report it to your supervisor immediately.

## **Reporting Time Pay**

Ski Ward Inc provides reporting time pay to nonexempt employees in accordance with applicable law. If you are scheduled to work three or more hours, you will be paid for at least three hours of work each day you report to work on time but are given no work or less than three hours of work. You will be paid your regular rate for the hours worked, plus payment at the minimum wage for applicable reporting time pay, not to exceed three hours.

Speak with your supervisor for more information regarding reporting time pay.

## **General Policies**

### **Access to Personnel and Medical Records Files**

Ski Ward Inc maintains separate medical records files and personnel files for all employees. Files containing medical records are stored separate and apart from any business-related records in a safe, locked, inaccessible location. The medical file is the repository for sensitive and confidential information related to an individual's health, health benefits, health-related leave and/or accommodations, and benefits selections and coverage. Medical records are kept confidential in compliance with applicable laws and access is on a "need-to-know" basis only.

Supervisors and others in management may have access to your personnel file for possible employment-related decisions. Upon written request, the Company will provide you the opportunity to review your personnel file or will provide you with a copy of your personnel file. Inspection must occur in the presence of a Company representative during normal working hours.

All requests by an outside party for information contained in your personnel file will be directed to the [[appropriate department]], which is the only department authorized to give out such information.

## **Benefits**

### **Paid Family and Medical Leave**

Ski Ward Inc provides time off to eligible employees who qualify for paid family and medical leave (PFML) benefits under Massachusetts law. PFML benefits are funded through a state tax.

#### *Eligibility*

To be eligible for PFML, you must work in Massachusetts and meet the financial eligibility requirements for unemployment benefits under Massachusetts law at the time of your requested leave.

#### *Reasons for Leave*

PMFL may be taken for the following reasons:

- The birth of a child, adoption of a child, or foster care placement of a child with you (Family Leave).
- To care for your own serious health condition (Medical Leave).
- To care for a family member with a serious health condition (Family Leave).
- To care for a family member who is a covered service member with a serious health condition (Family Leave).
- For a qualifying exigency related to a family member who is on active duty or has been notified of an impending call or order to active duty in the armed forces (Family Leave).

**Family member** means your spouse, domestic partner, child, parent, or parent of your spouse or domestic partner; a person who stood in loco parentis to you when you were a minor; or your grandchild, grandparent, or sibling.

**Covered service member** means:

- A member of the armed forces, including a member of the National Guard or Reserves, who is:
- Undergoing medical treatment, recuperation, or therapy;
- Otherwise in outpatient status; or
- Is otherwise on the temporary disability retired list for a serious injury or illness that was incurred by the member in the line of duty on active duty in the armed forces, or a serious injury or illness that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the armed forces; **or**
- A former member of the armed forces, including a former member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy for:
- A serious injury or illness that was incurred by the member in line of duty on active duty in the armed forces; or
- A serious injury or illness that existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the armed forces and manifested before or after the member was discharged or released from service.

**Serious health condition** means an illness, injury, impairment, or physical or mental condition that involves either inpatient care in a hospital, hospice, or residential medical facility, or continuing treatment by a healthcare provider. To qualify as "continuing treatment," the patient must either be incapacitated for more than three consecutive full calendar days, incapacitated due to pregnancy or prenatal care, or incapacitated due to a chronic serious health condition that requires periodic treatment and continues over an extended period of time.

#### Leave Usage

Eligible employees may take up to 26 total weeks total of family and medical leave. Individually, the law provides:

- Up to 12 weeks of paid family leave in a leave year for the birth, adoption, or foster care placement of a child; to care for a family member with a serious health condition; or because of a qualifying exigency arising out of the fact that a family member is on active duty or has been notified of an impending call to active duty in the armed forces.
- Up to 20 weeks of paid medical leave in a leave year for a serious health condition that causes you to be unable to perform the functions of your position.
- Up to 26 weeks of paid family leave in a leave year to care for a family member who is a covered service member undergoing medical treatment or otherwise addressing the consequences of a serious health condition relating to the family member's military service.

For purposes of this policy, the leave year is the consecutive 52-week period beginning on the Sunday immediately before the first day that you take family or medical leave.

#### Intermittent Leave

If medically necessary, you may take PFML intermittently or on a reduced schedule basis:

- To care for your own, a family member's, or a covered service member's serious health condition.
- Because of a qualifying exigency related to your family member who is on active duty or has been notified of an impending call or order to active duty.

If leave is taken for the birth, adoption, or foster care placement of a child, you may only take leave intermittently or on a reduced schedule basis if you and the Company agree.

#### Interaction with Other Laws

PFML will run concurrently with any leave for which you may be eligible under the federal Family and Medical Leave Act (FMLA) and the Massachusetts Parental Leave Act (MPLA).

#### Notice

Where the need for leave is foreseeable at least 30 days in advance, you must provide at least 30 days' written notice. If the need for leave is not foreseeable at least 30 days in advance, you must give notice as soon as practical under the circumstances.

In addition, if you are seeking intermittent or reduced schedule leave that is foreseeable due to a planned medical treatment, you must consult with the Company in advance of your application for benefits and make a reasonable effort to schedule treatment so as to not unduly disrupt the Company's operations, subject to the approval of your healthcare provider.

Failure to provide appropriate notice may result in the delay or denial of leave, where consistent with Massachusetts law.

#### *Claims*

To obtain PFML benefits, you must file an application for benefits with the Massachusetts Department of Family and Medical Leave (DFML). You must provide notice to the Company prior to filing your application for benefits with the DFML. The DFML will accept an application up to 60 days prior to the anticipated leave start date. All applications must be supported by a certification showing that the leave is for a qualifying reason. Applications and other forms are available from the DFML website (<https://www.mass.gov/info-details/paid-family-and-medical-leave-pfml-overview-and-benefits#-how-can-i-apply-for-paid-leave-massachusetts-benefits>) [[or may be obtained from (appropriate person or department)]]; You should be notified by the DFML of the approval or denial of your application within 14 calendar days.

#### *Fitness for Duty Requirements*

If you take leave because of your own serious health condition (except if you are taking intermittent leave), you are required to provide medical certification that you are fit to resume work. You will not be permitted to resume work until certification is provided.

#### *Continuation of Health Benefits*

If the Company provides you with health benefits under a group health plan, the Company will maintain and pay for your health coverage at the same level and under the same conditions as coverage would have been provided if you had not taken PFML. If you use paid time off to cover part or all of PFML leave, the employee portion of any premiums will continue to be paid through payroll deductions. If you are not using paid time off to cover part or all of PFML leave, you will be responsible for remitting your portion of health premiums to the Company in order to ensure continuation of benefits.

#### *Reinstatement*

Upon return from covered PFML, you will be reinstated to your previous position or to an equivalent position, with the same status, pay, employment benefits, length-of-service credit, and seniority credit as of the date of leave. However, the Company reserves the right to deny reinstatement if other employees of equal length-of-service credit and status in the same or equivalent positions have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of leave.

#### *Benefit Amount*

An employee's weekly PFML benefits are calculated and provided by the Family and Employment Security Trust Fund. No family or medical leave benefits are payable during the first seven calendar days of an approved initial claim for benefits, and this initial waiting period will count against the total available period of leave in a benefit year. Where the approved claim involves leave on an intermittent or reduced leave schedule, the wait period will be seven consecutive calendar days, not the total accumulation of seven days of leave.

#### *Supplementing PFML Benefits with Accrued Paid Leave*

If you are receiving PFML benefits, you may supplement, or "top off," your PFML benefits with any accrued paid leave (sick time, vacation, paid time off, personal time, etc.). If you choose to supplement your PFML benefits in this way, the combined weekly sum of PFML benefits and employer-provided paid leave benefits cannot exceed your Individual Average Weekly

Wage (IAWW). The IAWW is the average amount you earned per week in the two quarters when you earned the most money (or the one quarter with the most money if you only worked in two or fewer quarters).

### Retaliation

The Company will not retaliate against employees who request or take PFML in accordance with this policy.

### **Crime Victim and Witness Leave**

Occasionally, employees may be the victim of a crime or legally compelled to attend a judicial proceeding as a witness. In these circumstances, employees may take unpaid leave to:

- Respond to a subpoena to appear as a witness in any criminal proceeding;
- Attend a court proceeding or participate in a police investigation related to a criminal case in which they are a witness or a crime victim (or a deceased family member was a victim);
- Attend or participate in a court proceeding related to a civil case in which they are a victim of family violence; or
- Obtain a restraining or protective order on their own behalf.

If you need to take leave under this policy, notify your supervisor as soon as possible. You may be required to provide documentation supporting such leave.

This policy does not apply to employees who have committed or are alleged to have committed a crime.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

### **Domestic Violence Leave**

Ski Ward Inc provides up to 15 days of [[paid/unpaid]] leave per rolling 12-month period to victims of abusive behavior, domestic violence, sexual assault, kidnapping, and/or stalking, and certain family members, for purposes directly related to the abusive behavior. These purposes may include seeking legal or medical services, counseling, or victim's services; securing housing; obtaining a protective order; appearing in court or before a grand jury; or addressing other issues directly related to the abusive behavior against the victim or family member of the victim.

You may take domestic violence leave if you are a victim of abusive behavior, or due to the abuse of a covered family member, including your spouse/partner, parent, child, sibling, grandparent or grandchild, or persons in a guardian relationship. Perpetrators or accused perpetrators of abuse are not entitled to domestic violence leave.

Before taking domestic violence leave, you must exhaust all of your accrued paid time off, including but not limited to sick time, vacation days, and personal time. You must provide advance notice of your need for leave whenever possible; however, this requirement does not apply if you or a covered family member faces imminent danger to you or your family member's health or safety. Should you be unable to provide advance notice based on a risk of imminent danger, you must notify your supervisor [[or appropriate department]] within three business days that the time off was related to domestic violence. Should you be unable to notify the Company, a family member, counselor, clergy, or assisting professional may do so on your behalf.

The Company may require documentation supporting your claim for domestic violence leave. Such documentation can consist of a protective order or other court document, police report, police witness statement, documents reflecting the perpetrator's conviction or admission of guilt, documentation of medical treatment, and/or a victim advocate, counselor, social worker, health care worker, member of the clergy, or other assisting professional's sworn statement. In lieu of these documents, you may also submit your own sworn signed statement. Any documentation supporting the need for domestic violence leave must be submitted within 30 days of your last date of absence.

While the leave may not be paid, you are entitled to return to the same or a substantially equivalent position once your leave has ended. You will not be terminated, retaliated against, or receive a reduction in benefits based on your use of domestic



violence leave. All information related to the leave will be kept in the strictest confidence.

## **Jury Duty Leave**

Ski Ward Inc encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your supervisor as soon as possible to make scheduling arrangements.

You will be paid your regular wages for the first three days of juror service or any part thereof. For any additional days, time spent on jury duty will be unpaid. You may opt to use [[PTO/vacation]] in place of unpaid leave.

The Company reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

## **Paid Sick Leave (Accrual Method)**

Ski Ward Inc provides paid sick leave to eligible employees in accordance with the Massachusetts Earned Sick Time Law.

### *Eligibility*

All employees whose primary place of employment is Massachusetts are eligible for sick leave.

### *Reasons for Leave*

Sick leave may be taken for the following reasons:

- To care for your own or a family member's physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care.
- To attend your own or a family member's medical appointments.
- To address the physical, legal, or psychological effects of domestic violence inflicted on you or your child.

**Family member** means:

- Your child (including a biological, adopted, foster, or step child; legal ward; or person for whom you have assumed parental responsibilities).
- Your spouse.
- You or your spouse's parents (including a biological, adoptive, foster, or step parent, or any person who assumed parental responsibilities over you or your spouse as a child).

### *Accrual and Usage*

Eligible employees accrue one hour of sick leave for every 30 hours worked per leave year, up to a maximum of 40 hours. New employees begin accruing sick leave on their first day of employment. For purposes of this policy, the leave year is [[any consecutive 12-month period (e.g., calendar year, fiscal year, year from an employee hire date, etc.)]]. If you are classified as exempt, you are presumed to work 40 hours per week, unless you are normally scheduled to work fewer than 40 hours, in which case sick leave accrues based on your normal schedule.

You may use up to 40 hours of sick leave per leave year, and you may begin using sick leave on your 90th calendar day of employment. The smallest amount of sick leave you may take is one hour. You may carry over up to 40 hours of unused sick leave to the following leave year.

### *Notice*

If the need for leave is foreseeable, you must make a good faith effort to provide advance notice. If unforeseeable, provide notice as soon as practical. If known, notice should include the expected length of the absence.

### *Documentation*

The Company may require you to submit documentation to support your use of sick leave if your absence:

- Exceeds 24 consecutively scheduled work hours or three consecutive days on which you are scheduled to work;
- Occurs within two weeks prior to your final scheduled day of work (except in the case of temporary employees); or
- Occurs after four unforeseeable and undocumented absences within a three-month period.

Any reasonable documentation signed by a health care provider indicating the need for sick leave for personal illness, the illness of a family member, or a routine medical examination for you or your family member will be acceptable.

Required documentation must be submitted within seven days of the absence. Additional time will be allowed if good cause can be shown.

#### *Payment upon Termination*

You will not be paid for any unused sick leave when your employment ends.

#### *Interaction with Other Leave*

Sick leave will run concurrently with other types of leave where permitted under applicable law.

You may choose to use, or the Company may require you to use, paid sick leave to receive pay when taking other statutorily-authorized leave that would otherwise be unpaid.

#### *Retaliation*

The Company will not retaliate against employees who request or take leave in accordance with this policy.

### **Parental Leave**

Ski Ward Inc provides up to eight weeks of [[paid/unpaid]] leave in a 12-month period to employees for the birth or adoption of a child. You must work full time and have three consecutive months of employment with the Company to qualify for this leave.

You must provide at least two weeks' notice of the anticipated date of departure and the date you intend to return, or provide notice as soon as practicable if there are reasons beyond your control.

You will be placed in your original job or an equivalent job with equivalent pay and benefits upon return from leave. You will not lose any benefits that accrued before leave was taken.

Federal FMLA leave and Massachusetts parental leave run concurrently and cannot be used consecutively if leave is covered under both laws.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

### **Small Necessities Leave**

Pursuant to the Massachusetts Small Necessities Leave Act, Ski Ward Inc will provide eligible employees with up to 24 hours of unpaid leave during any 12-month period for the following reasons:

- To participate in school, Head Start, and day care activities directly related to the educational advancement of your child, including parent-teacher conferences or interviewing for a new school.
- To accompany your child to routine medical or dental appointments, including check-ups or vaccinations.
- To accompany your elderly relative to routine medical or dental appointments or appointments for other professional services related to the elder's care, including interviewing at nursing or group homes.

Leave may be taken intermittently or on a reduced leave schedule.

You are eligible for small necessities leave if you have worked for Company for 12 months, either consecutively or nonconsecutively, and worked at least 1,250 hours in the previous 12-month period.

If the need for leave is foreseeable, you must provide seven days' notice. Otherwise, provide notice as soon as possible. You may also be required to submit certification verifying the reason for the leave. You may elect to use [[PTO/vacation]] in place of unpaid leave.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

# Custom Policies

## Custom Policies

### Teaching Lessons Outside of Snow School

Staff is prohibited from teaching lessons for payment of any kind outside of their lessons scheduled by Ski Ward's snow school. Doing so is theft of services and will result in immediate termination and removal from Ski Ward.

# Closing Statement

Thank you for reading our handbook. We hope it has provided you with an understanding of our mission, history, and structure as well as our current policies and guidelines. We look forward to working with you to create a successful Company and a safe, productive, and pleasant workplace.

John LaCroix, President

Ski Ward Inc

# Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received a copy of the Ski Ward Inc Employee Handbook (handbook) and that I have read it, understand it, and agree to comply with it. I understand that the Company has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the handbook at any time with or without notice. No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify this handbook. Changes can only be made if approved in writing by the [[position or title]] of the Company. I also understand that any delay or failure by the Company to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of the Company or affect the right of the Company to enforce such rule, regulation, or procedure in the future.

I understand that neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized Company representative, I am employed "at-will" (to the extent permitted by law) and this handbook does not modify my "at-will" employment status.

If I am covered by a written employment agreement (signed by an authorized Company representative) or a collective bargaining agreement that conflicts with the terms of this handbook, I understand that the terms of the employment agreement or collective bargaining agreement will control.

This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA). This handbook is not intended to violate any local, state, or federal law. No provision or policy applies or will be enforced if it conflicts with or is superseded by any requirement or prohibition contained in federal, state, or local law, or regulation. Furthermore, nothing in this handbook prohibits an employee from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to, or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission (EEOC), National Labor Relations Board (NLRB), Securities and Exchange Commission (SEC), or any other federal, state, or local agency charged with the enforcement of any laws.

This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by Ski Ward Inc.

If I have any questions about the content or interpretation of this handbook, I will contact General Manager.

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Signature

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Date

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Print Name