



# **Oki Golf Management**

## **Team Member Handbook**

**May 2022**

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# Core Policies

## 1.0 Welcome

### 1.1 A Welcome Policy

#### WELCOME TO OKI GOLF

Welcome and thank you for joining our team! We believe that you have a great contribution to make and hope that you will find your employment here a rewarding experience. We look forward to working together to deliver exceptional experience to our guests. You have just joined a dedicated organization. We hope that your employment with Oki Golf will be rewarding and challenging. We take pride in our Team Members as well as in the products and services we provide.

#### WHO WE ARE

At Oki Golf, we deliver a truly memorable experience through our premium properties and custom services that cater to both local and international guests alike. Through our commitment of excellence and continuous improvement, we are the leader in golf and event destinations in the Pacific Northwest.

#### WHAT WE DO

We are the place where community and shared interests meet up to golf, celebrate, feel appreciated, stay connected and ENJOY LIFE. We delight our guests with our welcoming and personalized service that shows them how we care and how committed we are to an excellent experience at any Oki Golf property.

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Oki Golf complies with all federal and state employment laws, and this handbook generally reflects those laws. Oki Golf 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 team members.

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. Oki Golf 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 the HR Department @ [HRAdmin@Okigolf.com](mailto:HRAdmin@Okigolf.com).

We wish you success in your employment here at Oki Golf!

All the best,

David Hein, Vice President

## **1.2 At-Will Employment**

Your employment with Oki Golf 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 Oki Golf at any time, with or without notice and with or without cause.

Nothing in this handbook or any other Oki Golf 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 Vice President of Oki Golf 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 Vice President of Oki Golf.

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 Oki Golf 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**

In 1994, Scott Oki purchased The Golf Club at Echo Falls in Snohomish, Washington. This initial acquisition was the preliminary step toward building what eventually became a unique portfolio of golf properties known collectively as Oki Golf.

This collection grew to include eight properties, comprised of eight championship golf courses, both public and private, spread throughout the Puget Sound.

The Oki Golf portfolio also includes Indian Summer Golf & Country Club in Olympia, Washington, The Plateau Club in Sammamish, Washington (private), and The Woodlands and The Links courses (formerly Meriwood and Vicwood – both public) at The Golf Club at Hawks Prairie in Lacey, Washington.

The flagship courses in Oki Golf's celebrated collection are located at The Golf Club at Newcastle in Newcastle, WA. The Golf Club at Newcastle was first introduced to the public in 1999 when its signature course, Coal Creek, was completed. In 2001, Newcastle opened China Creek, its second 18 holes and the final touch to a spectacular estate that includes 36 holes of championship golf, a stunning 44,000 square foot clubhouse, and ineffable panoramic views of the City of Seattle, Lake Washington, and the Olympic Mountains.

Two additional golf properties were added to the group in December of 2005. Washington National Golf Club (public) in Auburn, WA, the official 'Home of The University of Washington Huskies,' combines world-class golf with a theme that celebrates the beauty, history and traditions of the University of Washington. Trophy Lake Golf & Casting (public) in Port Orchard, WA captures the spirit and tradition of the Northwest through its celebration of two of the region's most popular activities—golf and fishing.

Harbour Pointe Golf Club in Mukilteo, WA, a beautiful course designed by renowned golf course architect Arthur Hills, which features views of the Puget Sound and Olympic Mountains, joined the Oki Golf offerings in 2007.

The most recent addition to the Oki Golf portfolio was The Golf Club at Redmond Ridge (*formerly known as Trilogy Golf Club*). Set in the watershed of Redmond, WA, the course carves its way through native forests

and challenging water features, while providing incredible views of the Cascade Mountains.

From island greens to stunning panoramic views, to links-style golf, to courses buried deep within dense, Pacific Northwest forests, Oki Golf offers a veritable host of award-winning courses, each varying in style and location. While each of our courses are unique in both layout and location, they are all united under the common goal of providing a golfing experience built around inspired customer service, immaculate facilities, and unparalleled value.

In December of 2016, Scott Oki sold his remaining ten golf courses to HNA Holdings, a unit of a Hong Kong-based company that operates airlines, hotels, and businesses that deal in financial services and real estate, and also owns other golf courses around the world.

Scott Oki's investment in the golf industry was inspired by his passion for the game and the integrity and sportsmanship that are the cornerstones of its celebrated history. Here at Oki Golf, our prime objective is to use this inspiration to redefine what value means to you, our guest, by exceeding your expectations from the moment you arrive at our facilities to the moment you leave. We believe that it is only through a true understanding of our guests that we will be able to provide the unparalleled golfing experience that is our ultimate goal. From passing along local knowledge before your round, to anticipating your needs both on and off the course, to providing you with the most optimal year-round course conditions and the most impeccably maintained facilities, we are doing everything we can to help you love the game as much as we do.

## **2.3 Company Facilities**

Oki Home Office - 13201 Bel-Red Rd. Bellevue, WA 98005 Phone: (425) 454-2800

Harbour Pointe Golf Club - 11817 Harbour Pointe Blvd. Mukilteo, WA 98275 Phone: (425) 355-6060

The Golf Club at Hawks Prairie - 8383 Vicwood Lane, Lacey, WA 98516 Phone: (360) 455-8383

Indian Summer Golf & Country Club - 5900 Troon Lane SE, Olympia, WA 98501 Phone: (360) 923-1075

The Golf Club at Newcastle - 15500 Six Penny Lane, Newxastle, WA 98059 Phone: (425) 793-5566

The Plateau Club - 25625 E Plateau Drive, Sammamish, WA 98074 Phone: (425) 868-6063

The Golf Club at Redmond Ridge - 11825 Trilogy Pkwy. NE Redmond, WA 98053 Phone: (425) 836-1510

Trophy Lake Golf & Casting - 3900 SW Lake Flora Rd., Port Orchard, WA 98367 Phone: (360) 874-8337

Washington National Golf Club - 14330 SE Husky Way, Auburn, WA 98092 Phone: (253) 333-5000

## **2.4 Ethics Code**

Oki Golf 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 team members 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 Oki Golf.

We expect that officers, directors, and team members will not knowingly misrepresent Oki Golf 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 Oki Golf 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.

## **2.5 Mission Statement**

Oki Golf is a collection of unique golf properties led by a team of knowledgeable professionals with a passion for the ultimate golf experience.

We strive to exceed guest expectations by delivering a quality product, personalized service and unparalleled value.

We drive business results and ensure future success through continuous innovation and the commitment of an empowered, enthusiastic team.

## **3.0 Hiring and Orientation Policies**

### **3.1 Employment of Relatives and Friends**

We will not employ friends or relatives in circumstances where actual or potential conflicts may arise that could compromise supervision, safety, confidentiality, security, and morale at Oki Golf. It is your obligation to inform the Company of any such potential conflict so the Company can determine how best to respond to the particular situation.

### **3.2 Job Descriptions**

Oki Golf 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 manager or the Human Resources Department.

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 team members.

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

### **3.3 New Hires and Introductory Periods**

The first 90 days of your employment is considered an introductory period. During this period, you will become familiar with Oki Golf properties 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. Your introductory period with the Company can be shortened or lengthened as deemed appropriate by management and Human Resources. 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.

### **3.4 Training Program**

In most cases, and for most departments, training team members 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 manager.

### **3.5 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 Oki Golf. If you are currently employed and have not complied with this requirement or if your status has changed, inform your manager immediately.

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 Oki Golf.

## **4.0 Wage and Hour Policies**

### **4.1 Attendance**

If you know ahead of time that you will be absent or late, provide reasonable advance notice to your manager. You may be required to provide documentation of any medical or other excuse for being absent three or more days or late where permitted by applicable law.

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

### **4.2 Direct Deposit**

Oki Golf encourages all team members to enroll in direct deposit. If you would like to take advantage of direct deposit, ask your manager or the payroll administrator 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 given to you on paydays described in the preceding sections in lieu of a check.

### **4.3 Introduction to Wage and Hour Policies**

At Oki Golf, 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 manager or the Human Resources department.

### **4.4 Job Abandonment**

If you fail to show up for work or fail to call in with an acceptable reason for the absence for a period of three consecutive days, you will be considered to have abandoned your job and voluntarily resigned from Oki Golf.

### **4.5 Paycheck Deductions**

Oki Golf 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, benefit premiums if applicable, 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 team members 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 manager or the Human Resources Department.



Oki Golf 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 manager.

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.

Oki Golf will not retaliate against employees who report erroneous deductions in accordance with this policy.

#### **4.6 Posting of Work Schedules**

All work schedules will be posted at the designated area/format given by each property. It is the responsibility of each team member to check for respective schedules on a weekly basis. If you are unclear about your schedule, please speak with your manager immediately.

#### **4.7 Recording Time**

Oki Golf Management is required by applicable federal, state, and local laws to keep accurate records of hours worked by certain team members. To ensure that the Company has complete and accurate time records and that team members are paid for all hours worked, nonexempt team members are required to record all working time using Company [[time cards/time sheets/punch clock/timekeeping application/other]]. Exempt team members may also be required to track days or time worked. Speak with your Manager 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 (i.e., time taken waiting to undergo and undergoing mandatory screenings)]].

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

[[If you are required to clock in, you should clock in no more than five minutes ahead of your start time and clock out no later than five minutes after your quitting time.]]

Notify your manager [[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 Resignation Policy**

The Company hopes that your employment with Oki Golf will be a mutually rewarding experience; however, the Company acknowledges that varying circumstances can cause you to resign employment. Oki Golf 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. Provide a written resignation letter to your manager. If you provide less notice than requested, Oki Golf 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

Oki Golf will pay separated team members 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 Oki Golf property at the time of separation, including 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 Oki Golf may pursue criminal charges for failure to return Company property.

### **5.2 Criminal Activity/Arrests**

Oki Golf will report all criminal activity in accordance with applicable law. Involvement in criminal activity while employed by the Company, whether on or off Oki Golf 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.

### **5.3 Exit Interview**

You may be asked to participate in an exit interview when you leave Oki Golf. The purpose of the exit interview is to provide management with greater insight into your decision to leave employment; identify any trends requiring attention or opportunities for improvement; and to assist the Company in developing effective recruitment and retention strategies. Your cooperation in the exit interview process is appreciated.

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

Oki Golf 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 manager 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 Oki Golf, management, its team members, vendors, customers, or any other persons or entities related to the Company, bring your

concerns to the attention of your manager 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 manager. If you have already brought this matter to the attention of your manager 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.

## **5.5 Outside Employment**

Outside employment that creates a conflict of interest or that affects the quality or value of your work performance or availability at Oki Golf is prohibited. The Company recognizes that you may seek additional employment during off hours, but in all cases expects that any outside employment will not affect your attendance, job performance, productivity, work hours, or scheduling, or would otherwise adversely affect your ability to effectively perform your duties or in any way create a conflict of interest. Any outside employment that will conflict with your duties and obligations to the Company should be reported to your manager. Failure to adhere to this policy may result in discipline up to and including termination.

## **5.6 Pay Raises**

Depending on financial health and other Company factors, efforts will be made to give pay raises consistent with Oki Golf profitability, job performance, and the consumer price index. The company may also make individual pay raises based on merit or due to a change of job position.

## **5.7 Performance Improvement**

Oki Golf will make efforts to periodically review your work performance. The performance improvement process will take place annually, or as business needs dictate. You may specifically request that your manager assist you in developing a performance improvement plan at any time.

The performance improvement process is a means for increasing the quality and value of your work performance. Your initiative, effort, attitude, job knowledge, and other factors will be addressed. You must understand that a positive job performance review does not guarantee a pay raise or continued employment. Pay raises and promotions are based on numerous factors, only one of which is job performance.

## **5.8 Post-Employment References**

Oki Golf 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 the Human Resources Department.

## **5.9 Promotions**

To match you with the job for which you are best suited and to meet the business needs of Oki Golf, you may be transferred from your current job. It is our policy to promote from within only when the most qualified candidate is available. Promotions are made on an equal opportunity basis according to team member possessing the needed skills, education, experience, and other qualifications that are required for the job.

All team members promoted into new job positions will undergo a 90-day introductory period as described in the New Hires and Introductory Periods policy. Unlike new hires, however, such employees will continue to receive Company benefits for which they are eligible.

## 5.10 Standards of Conduct

Oki Golf wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all our team members, 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 team members 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 Oki Golf property (including in Company vehicles), or on Company business.
- Inaccurate reporting of the hours worked by you or any other team member.
- 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.
- Illegal 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 Oki Golf 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 non-designated areas.
- Working unauthorized overtime.
- Solicitation of fellow employees on Company premises during working hours.
- 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 Oki Golf.
- Gambling on Oki Golf 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.

## 5.11 Transfers

Oki Golf may transfer your employment from one position to another with or without notice, as required by production or service needs, or upon request by you and with management approval. Transfers in excess of 90 days may be considered final and your paycheck may be increased or decreased consistent with the pay scale for your new position.

## **5.12 Workforce Reductions (Layoffs)**

If necessary, based upon business needs, Oki Golf management may decide to implement a reduction in force (RIF). We acknowledge that RIFs can be a trying experience for all involved, and the Company will make its best effort to make sound business decisions while acknowledging the needs of its workforce.

## **6.0 General Policies**

### **6.1 Employer Sponsored Social Events**

Oki Golf holds periodic social events for team members. 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 your manager 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.

### **6.2 Non solicitation/Non distribution Policy**

To avoid disruption of business operations or disturbance of team members, visitors, and others, Oki Golf has implemented a Non-solicitation/Non-distribution Policy. For purposes of this policy, "solicitation" includes, but is not limited to, selling items or services, requesting contributions, and soliciting or seeking to obtain membership in or support for any organization. Solicitation performed through verbal, written, or electronic means is covered by the Non-solicitation/Non-distribution Policy.

You are prohibited from soliciting other team members during your assigned working time. For this purpose, working time means time during which either you or the team member who are the object of the solicitation are expected to be actively engaged with assigned work. You may conduct solicitations during your lunch period, breaks, or other authorized nonworking time, so long as you do so when the other team members are also on nonworking time.

To avoid inappropriate litter, clutter, and safety risks, you may not distribute literature or other items that are not work related in working areas at any time. Working areas do not include break/rest areas, lunch rooms, or parking lots. Electronic distribution of materials is prohibited during work time. Literature that violates the company's equal employment opportunity (EEO) and non-harassment policies (including threats of violence), or is knowingly and recklessly false, is never permitted. Non-employees are not permitted to distribute materials on company premises at any time.

This policy is not intended to restrict the statutory rights of team members, including the right to discuss terms and conditions of employment.

Violations of this policy should be reported to management.

### **6.3 Personal Appearance**

Your personal appearance reflects on the reputation, integrity, and public image of Oki Golf. All team members 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. 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.

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. Unless otherwise noted, this policy applies to all team members:

- Your clothing should be kept neat and wrinkle free. Please refer to your manager for specific uniform requirements.
- Makeup should be tastefully and conservatively applied.
- All visible tattoos must be covered while on duty if working in public places.
- Shoes should be kept clean and polished.
- Keep hair clean and as natural looking as possible. It may be necessary for some long hairstyles to be tied back at management's discretion. Hair nets may be required to be worn while performing some food preparation duties.
- Jewelry and other accessories should only be worn as appropriate. Acceptable jewelry includes only the following: earrings (maximum of one in the lobe of each ear), necklaces, finger rings (limited to one on each hand), watches, bracelets, and appropriate hair accessories if working in public places. All other jewelry and piercings are not to be worn while working.
- Chewing gum or chewing tobacco is not permitted if working in public places.
- Facial hair must be trimmed and neat.
- Oki Golf requires all team members in guest contact areas to wear their name tag at all times. The name tag should be worn on the left chest.

Oki Golf, in accordance with applicable law, will reasonably accommodate team members 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 manager 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.

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

While Oki Golf permits team members 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 only 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 Oki Golf 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 Oki Golf 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 Oki Golf equipment (computers, printers, etc.).

Nothing in this policy is intended to prevent team members 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.

## 6.5 Personal Data Changes

It is your obligation to provide Oki Golf with your current contact information, including current mailing address and telephone number. Inform the Company of any changes to your marital or 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 the Human Resources Department.

## 6.6 Security

All team members are responsible for helping to make Oki Golf 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 manager immediately. Refrain from discussing specifics regarding Oki Golf security systems, alarms, passwords, etc. with those outside of the Company.

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

## 6.7 Social Media

At Oki Golf, we recognize the Internet provides unique opportunities to participate in interactive discussions and share information using a wide variety of social media. However, use of social media also presents certain risks and carries with it certain responsibilities. To minimize risks to the Company, you are expected to follow our guidelines for appropriate use of social media.

This policy applies to all team members who work for Oki Golf.

### Guidelines

For purposes of this policy, **social media** includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether associated or affiliated with the Company, as well as any other form of electronic communication.

Oki Golf principles, guidelines, and policies apply to online activities just as they apply to other areas of work. Ultimately, you are solely responsible for what you communicate in social media. You may be personally responsible for any litigation that may arise should you make unlawful defamatory, slanderous, or libelous statements against any customer, manager, owner, or team member of the Company.

### Know and Follow the Rules

Ensure your postings are consistent with these guidelines. Postings that include unlawful discriminatory remarks, harassment, and threats of violence or other unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

### Be Respectful

Oki Golf cannot force or mandate respectful and courteous activity by team members on social media during nonworking time. If you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as unlawful, slanderous, threatening, or that might constitute unlawful harassment. Examples of such conduct might include defamatory or slanderous posts meant to harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, age, national origin, religion, veteran status, or any other status or class protected by law or Oki Golf policy. Your personal posts and social media activity should not reflect upon or refer to Oki Golf.

### Maintain Accuracy and Confidentiality

When posting information:

- Maintain the confidentiality of trade secrets, intellectual property, 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.
- Do not create a link from your personal blog, website, or other social networking site to an Oki Golf website that identifies you as speaking on behalf of the Company.
- Never represent yourself as a spokesperson for the Company. If Oki Golf is a subject of the content you are creating, do not represent yourself as speaking on behalf of the Company. Make it clear in your social media activity that you are speaking on your own behalf.
- Respect copyright, trademark, third-party rights, and similar laws and use such protected information in compliance with applicable legal standards.

### Using Social Media at Work

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

### Media Contacts

If you are not authorized to speak on behalf of Oki Golf, do not speak to the media on behalf of the Company. Direct all media inquiries for official Oki Golf responses to Human Resources.

### Retaliation and Your Rights

Retaliation or any other negative action is prohibited against anyone who, based on a reasonable belief, reports a possible deviation from this policy or cooperates in an investigation. Those who retaliate against others for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Nothing in this policy is designed to interfere with, restrain, or prevent team members from communications regarding wages, hours, or other terms and conditions of employment, or to restrain team members in exercising any other right protected by law. All team members have the right to engage in or refrain from such activities.

## **6.8 Use of Company Technology**

This policy is intended to provide Oki Golf team members 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.

### General Provisions

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

All content maintained in Oki Golf IT resources and communications systems are the property of the



Company. Therefore, team members 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 Oki Golf electronic information and communications systems.

The Company reserves the right to monitor, intercept, and/or review all data transmitted, received, or downloaded over Oki Golf 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 Oki Golf 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 team members 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 Oki Golf IT resources and communications systems.

Do not use Oki Golf 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.

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

Oki Golf 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 team member, 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 Oki Golf premises including that kept in lockers and desks.

## **7.0 Benefits**

### **7.1 Nonexempt Personnel**

If you are classified as nonexempt at the time of your hiring, you will be eligible for minimum wage and overtime pay in accordance with federal, state, and local laws. If you have a question regarding whether you are exempt or nonexempt, contact your manager for clarification.

### **7.2 Employee Assistance Program (EAP)**

Oki Golf provides confidential assistance through its employee assistance program (EAP) to all eligible team members. The EAP provides confidential access to professional counseling services for help with personal concerns that may impact job performance. These concerns may include, but are not limited to, health, marital, family, financial, legal, emotional, alcohol abuse, and drug use. The EAP can help assess the problem, offer guidance, and provide a referral to quality care.

Voluntary participation in the EAP will not jeopardize your opportunities for promotion or employment. You can contact the EAP directly. Any information about your contact, participation, or any recommended treatment is confidential and will not be disclosed to Oki Golf.

In certain circumstances, you may be referred to the EAP by your manager due to job performance issues.

EAP services are available to eligible participants without charge; however, the cost of referrals to treatment or rehabilitation is your responsibility if it is not completely covered by insurance.

EAP services can be initiated by contacting the EAP service provider, [www.unum.com/lifebalance](http://www.unum.com/lifebalance) or 800-854-1446.

### **7.3 Flexible Spending Account (FSA)**

Oki Golf provides Flexible Spending Account (FSA) benefits for eligible team members. FSAs provide tax-free reimbursement to team members for health care and/or dependent care expenses that are not reimbursed by any other insurance or reimbursement program.

A Health Care FSA provides eligible team members the opportunity to pay for medical expenses, on a pretax basis, that are not reimbursed by an insurance plan. Both the amount you contribute and the amount you are reimbursed from your Health Care FSA are income tax free.

A Dependent Care FSA provides eligible team members the opportunity to pay for dependent care expenses for a child, disabled spouse, or dependent parent, on a pretax basis. Both the amount you contribute and the amount you are reimbursed from your Dependent Care FSA are income tax free.

All regular full-time team members are eligible for the above FSA benefits.

If eligible, you may elect an annual amount to contribute, which will be divided and deducted from your pay each pay period, and may be used to pay for eligible expenses. Annual elections are limited by established plan maximums and are subject to applicable IRS forfeiture and rollover provisions.

Contact the Oki benefits team for a copy of the plan summary and for questions about this benefit.

### **7.4 Vacation**

Oki Golf provides team members with paid vacation.

#### Eligibility

All full-time regular team members are eligible to receive vacation time after completing 90 days of employment.

#### Deposits Into Your Leave Account

All eligible team members will accrue vacation for every pay period as follows:

5 yrs or more of continuous employment - .0578/hr up to 4.62 hours per pay period.

Less than 5 yrs of continuous employment - .0385/hr up to 3.08 hours per pay period.

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

Oki Golf encourages you to use your vacation time. You are eligible to begin using vacation after 90 days of employment.

You must request vacation from your manager as far in advance as possible, but at least 30 days in advance (excluding an emergency). The Company will generally grant requests for vacation when possible,

taking business needs into consideration. When multiple team members request the same time off, their seniority may determine priority in scheduling vacation times.

You must take vacation in increments of at least 8 hours per day.

#### During a Leave of Absence

Oki Golf 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.

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

Unused vacation can be carried over to the following year on or about the beginning of the following calendar year.

Max carry over:

>Five years of continued employment - up to 180 hours

Five years of continued employment - up to 120 hours

Separation of Employment

Upon separation of employment for any reason, you will be paid for earned but unused vacation time.

### **7.5 401(k) Plan**

Eligible team members (as determined by the terms of the plan) may participate in the Oki Golf 401(k) plan. The Company provides for employee pre-tax deferral contributions and also provides for employer matching funds of 1.5% for each dollar you contribute up to a maximum Oki Golf contribution of 3% per pay period. Refer to your Summary Plan Description (SPD) for specifics.

Contact Human Resources to find out if you are eligible to participate in the Oki Golf 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.

### **7.6 Bereavement Leave**

Oki Golf 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 team members who have completed 90 days of service are eligible for up to 3 day(s) of paid bereavement leave for the death of an immediate family member.

You may use accrued but unused vacation time 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. Oki Golf may require documentation supporting your need for bereavement leave.

## 7.7 Dental Insurance

All regular full-time team members at Oki Golf are eligible for the Company dental plan on the first day of the month following their hire date. Dental plan benefits are described in detail in the Summary Plan Description (SPD).

## 7.8 Exempt Personnel

If you are classified as exempt at the time of your hiring, you are not eligible for overtime pay as otherwise required by federal, state, or local laws. If you have a question regarding whether you are exempt or nonexempt, contact your manager for clarification.

## 7.9 Health Insurance

Oki Golf offers group health insurance benefits to all eligible full-time team members on the first day of the month following hire date. Health plan benefits are described in detail in the Summary Plan Description (SPD), which may be obtained from Human Resources.

Your group health benefits are paid in part by the Company. The remainder of the costs are paid by you through deductions from your paycheck.

Benefits may be canceled or changed at the discretion of Oki Golf, unless otherwise prohibited by law.

If you or a dependent become ineligible for benefits due to a change in work hours or through a life event, or you leave employment with us, you may have the right to continue your health benefits under federal or state law. In such event, the Company will provide you with information about your rights to continue your benefits coverage.

## 7.10 Holidays

Oki Golf offers the following paid holidays each year:

- New Year's Day
- Martin Luther King Jr. Day
- Independence Day
- Thanksgiving Day
- Christmas Day

\*Different holiday schedule applies to Home Office team members. Please contact Human Resources for additional information.

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

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

## 7.11 Personal Leave of Absence

Oki Golf recognizes that you may need time off from work in special circumstances that other leave policies may not address. In such cases, you may request a personal leave of absence.

### Eligibility

All team members employed for at least 90 days are eligible to apply for an unpaid personal leave of absence.

### Requesting Leave

Requests for unpaid personal leave must be submitted to your manager in writing at least 30 days in advance where practical. In emergency situations, written notice must be provided as soon as possible. The request should include the reason for the leave as well as the dates you expect to begin and end the leave.

Job performance, absenteeism, and departmental requirements will be taken into consideration before a request is approved. Requests for unpaid personal leave may be denied or granted for any reason and are within the sole discretion of the Company.

You will be required to use all available paid leave balances prior to taking an unpaid personal leave of absence/You may substitute any applicable and available paid leave for all or a portion of your unpaid personal leave.

Sick leave, PTO, vacation time, seniority, or other benefits will not accrue during an unpaid personal leave of absence. Holidays that occur during an unpaid personal leave of absence will not be paid.

If you are granted a personal leave of absence, reinstatement to your position or any position is not guaranteed.

### Return to Work

In advance of your scheduled return date, manager will arrange for you to resume your previous position, if available. However, the Company's need to fill a position may override the ability to hold a position open until your return. Therefore, we cannot assure our ability to reinstate you to any position after your leave. Oki Golf retains the discretion to determine the similarity of any available positions and your qualifications. If we are unable to reinstate you or you refuse the offer of reinstatement to a different position, your leave status will be changed to a voluntary termination.

### Failure to Return from Leave

If you fail to return to work after an unpaid leave of absence, you will be considered to have resigned your employment.

### Alternative Employment

While on an unpaid 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.

## **7.12 Life Insurance**

Oki Golf provides life insurance to all regular full-time team members on the first day of the month following hire. You will be required to notify the benefits administrator of your intended beneficiary. Refer to the Summary Plan Description (SPD) for details about the benefit.

## **7.13 Regular Full-Time Personnel**

Regular full-time team members are those who have completed their introductory period and are regularly scheduled to work 35 or more hours per week. Unless stated otherwise or specifically permitted by law, all the benefits provided to team members at Oki Golf are for regular full-time team members only. This includes vacation, holiday pay, health insurance, and other benefits coverage.

## **7.14 Regular Part-Time Personnel**

All team members who work fewer than 35 hours per week are considered part time. Part-time team members are not eligible for Oki Golf benefits unless specified otherwise in this handbook, in the benefit

plan summaries, or specifically permitted by law.

## **7.15 Sick Pay**

Oki Golf allows its regular full-time team members who have completed their introductory period sick days per calendar year. Notify your manager as far in advance as possible if you are going to take sick time off. There may be occasions, such as sudden illness, when you cannot notify your manager in advance. In those situations, provide notification of your circumstances as soon as possible. You may also be requested to provide a certificate of illness to your manager.

You may use sick leave benefits for dental or doctor visits or to care for immediate family members who are sick. There may also be state mandated use of sick time. Unused sick days may not be converted to a cash payment. You may be required to use available sick leave during family and medical leave, disability leave, or other leave.

Sick time accumulation will be capped at a total of 6 days per year.

## **7.16 Vision Care Insurance**

All regular full-time team members are eligible for the Company vision care plan on the first of the month following hire. Vision care plan benefits are described in detail in the Summary Plan Description (SPD).

## **7.17 Workers' Compensation Insurance**

Workers' compensation is a no-fault system designed to provide benefits to all team members 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 Oki Golf, no matter how slightly, you are to report the incident immediately to your manager. 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 manager 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.

## **7.18 COBRA**

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides the opportunity for eligible Oki Golf team members and their beneficiaries to continue health insurance coverage under the Company health plan when a "qualifying event" could result in the loss of eligibility. Qualifying events include resignation, termination of employment, death of an employee, reduction in hours, a leave of absence, divorce or legal separation, entitlement to Medicare, or where a dependent child no longer meets eligibility requirements.

Contact the Human Resources Department to learn more about your COBRA rights.

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

In accordance with the Family and Medical Leave Act of 1993 (FMLA), Oki Golf 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:

1. Have worked for Oki Golf for at least 12 months, although it need not be consecutive;
2. Worked at least 1,250 hours in the last 12 months; and

3. Be employed at a worksite that has 50 or more employees within 75 miles.

### Leave Entitlement

You may take up to 12 weeks of unpaid FMLA leave in a 12-month period for any of the following reasons:

- The birth of a child and in order to care for that child (leave must be completed within one year of the child's birth);
- The placement of a child with you for adoption or foster care 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 any of 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).

The 12-month period is a rolling year approach.

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, 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 the 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 his or her 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.
- **Serious health condition** means an illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider. Ordinarily, unless complications arise, cosmetic treatments and minor conditions such as the cold, flu, ear aches, upset stomach, minor ulcers, headaches (other than migraines), and routine dental problems are examples of conditions that are not serious health conditions under this policy. If you have any questions about the types of conditions that may qualify, contact Human Resources.
- **Health care provider** means a medical doctor or doctor of osteopathy, physician assistant, podiatrist, dentist, clinical psychologist, optometrist, nurse practitioner, nurse-midwife, clinical social worker, or Christian Science practitioner licensed by the First Church of Christ. Under limited circumstances, a chiropractor or other provider recognized by our group health plan for the purposes of certifying a claim for benefits may also be considered a health care provider.
- **Qualifying exigencies** for military exigency leave include:
  - Short-notice call-ups/deployments of seven days or less (**Note:** Leave for this exigency is available for up to seven days beginning the date of call-up notice);
  - Attending official ceremonies, programs, or military events;
  - Special child care needs created by a military call-up including making alternative child care arrangements, handling urgent and nonroutine child care situations, arranging for school transfers, or attending school or daycare meetings;
  - Making financial and legal arrangements;
  - Attending counseling sessions for yourself, the military service member, or the military service members' son or daughter who is under 18 years of age or is 18 or older but incapable of self-care because of a mental or physical disability;

- Rest and recuperation (**Note:** Fifteen days of leave is available for this exigency per event);
  - Post-deployment activities such as arrival ceremonies, re-integration briefings, and other official ceremonies sponsored by the military (**Note:** Leave for these events are available for 90 days following the termination of active duty status). This type of leave may also be taken to address circumstances arising from the death of a covered military member while on active duty;
  - Parental care when the military family member is needed to care for a parent who is incapable of self-care (such as arranging for alternative care or transfer to a care facility); and
  - Other exigencies that arise that are agreed to by both the Company and you.
- A **serious injury/illness** incurred by a service member in the line of active duty or that is exacerbated by active duty is any injury or illness that renders the service member unfit to perform the duties of his or her office, grade, rank, or rating.

### Notice and Leave Request Process

If the need for leave is foreseeable because of an expected birth/adoption or planned medical treatment, you must give at least 30 days' notice. If 30 days' notice is not possible, give notice as soon as practicable (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 planned medical treatment or a series of treatments for yourself, a family member, or covered service member, you must consult with the Company first 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 Oki Golf.

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.

Please contact the Human Resources Department for required FMLA forms.

### Certification of Need for Leave

If you are requesting leave because of your own or a covered relative's serious health condition, you and the relevant health care provider must supply appropriate medical certification. You may obtain Medical Certification forms from Oki Golf Human Resources 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, Oki Golf may require an examination by a second health care provider designated by us. If the second health care provider's opinion conflicts with the original medical certification, we, at our expense, may require a third, mutually agreeable, health care 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 practicable, 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 health care provider if you are requesting military caregiver leave and certification in connection with military exigency leave.

### Call-In Procedures

In all instances of absence, the call-in procedures and standards established for giving notice of absence from work must be followed.



## 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, Oki Golf 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 health care 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.

### Paid Leave Utilization During FMLA Leave

FMLA leave is unpaid. If you are taking parental, family care, military exigency, and/or military care leave, you must utilize available vacation/PTO, personal days, and/or family illness days during this leave. If you are taking personal medical leave, you must utilize available sick, personal, and vacation/PTO days during this leave. 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 these benefits. However, you may elect to utilize accrued benefits to supplement these benefits.

### 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 it is provided.

### Health Insurance

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 will lapse that coverage will terminate unless payments are promptly made.

### 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 you and your spouse are both employed by the Company, the total number of weeks to which you are both entitled in the aggregate because of the birth or placement of a child or to care for a parent with a serious health condition will be limited to 12 weeks per leave year. 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. Oki Golf 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 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 family and medical leave laws offer more protections or benefits to employees, the protections or benefits that are more favorable to the employee, as provided by these laws, will apply.

#### 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 Oki Golf becomes aware of any qualifying reason for FMLA leave, the Company will designate it as such. An employee may not refuse FMLA designation under this policy.

#### Retaliation

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

## **7.20 Military Leave (USERRA)**

Oki Golf complies with applicable federal and state law regarding military leave and re-employment rights. Unpaid 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 Oki Golf Human Resources 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 manager 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 the Human Resources Department.

## **8.0 Safety and Loss Prevention**

### **8.1 Drug and Alcohol Policy**

Oki Golf 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 team members from engaging in the following activities when they are on duty or conducting Oki Golf 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 team members 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 manager 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.

## **VIOLATIONS**

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

### **8.2 General Safety**

It is the responsibility of all Oki Golf team members 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. Oki Golf also requires that all occupational illnesses or injuries be reported to your manager as soon as reasonably possible and that an occupational illness or injury form be completed on each reported incident.

### **8.3 Workplace Violence**

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

#### Zero Tolerance Policy

Oki Golf 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, team members, 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 Oki Golf 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 manager or the Human Resources Department, 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 manager or the Human Resources Department.

## **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 Oki Golf, is a "work for hire" and is the property of Oki Golf.

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 the Vice President of Oki Golf.

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

As a condition of employment, Oki Golf team members 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 Oki Golf. 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 team members are sharing such information in violation of this policy and/or competitors are obtaining such information, you are required to inform your manager or the Human Resources Department.

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

# Washington Policies

## Hiring and Orientation Policies

### Accommodations for Victims of Domestic Violence, Sexual Assault, or Stalking

Oki Golf will provide reasonable safety accommodation to team members who are victims of domestic violence, sexual assault, or stalking, provided the accommodation would not pose an undue hardship on Oki Golf business.

Reasonable safety accommodations may include, but are not limited to:

- Transfer or reassignment;
- Modified job schedule;
- Change in work telephone number, email address, or workstation;
- Installed locks;
- Implementing safety procedures; or
- Any other adjustment to a job structure, workplace facility, or work requirement in response to an actual or threatened act of domestic violence, sexual assault, or stalking.

If you require a safety accommodation, notify your manager. You may be required to provide documentation verifying that you are a victim of domestic violence, sexual assault, or stalking. This requirement may be satisfied by providing the Company with documents such as a police report, court order, or written statement.

After receiving your request for a safety accommodation, Oki Golf will work with you to explore potential accommodations. The Company encourages you to suggest specific accommodations that you believe would be effective. However, Oki Golf is not required to make any requested accommodation and may provide an alternative accommodation that can be made without imposing an undue hardship on the Company.

The Company will not discriminate or retaliate against team members who are victims of domestic violence, sexual assault, or stalking, or who request an accommodation in accordance with this policy.

### Disability Accommodation

Oki Golf 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 medical 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.

Where an individual is suffering from a pregnancy-related disability or medical condition, reasonable accommodation may include, but is not limited to:

- Providing more frequent, longer, or flexible restroom breaks;
- Modifying a no food or drink policy;
- Job restructuring, part-time or modified work schedules, reassignment to a vacant position, or acquiring or modifying equipment, devices, or an employee's workstation;
- Providing seating or allowing the employee to sit more frequently if her job requires her to stand;
- Providing for a temporary transfer to a less strenuous or less hazardous position;
- Providing assistance with manual labor and limits on lifting; or
- Scheduling flexibility for prenatal visits.

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

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

After receiving your request, Oki Golf 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, Oki Golf 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.

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 team members for requesting an accommodation.

## **EEO Statement and No Harassment Policy**

### *Equal Opportunity Statement*

Oki Golf 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 age (40 and older), race (including traits historically associated or perceived to be associated with race, which include, but are not limited to, hair texture and protective hairstyles such as afros, braids, locks, and twists), color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability (including obesity), genetic information (including testing and characteristics), veteran status, uniformed servicemember 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.

Oki Golf 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. Oki Golf will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against team members 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 manager or any other designated member of management.

### *Policy Against Workplace Harassment*

Oki Golf has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age (40 and older), race (including traits historically associated or perceived to be associated with race, which include, but are not limited to, hair texture and protective hairstyles such as afros, braids, locks, and twists), color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability (including obesity), genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. All forms of

harassment of, or by, team member, applicants, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

### Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

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 toward an individual because of the individual's age (40 and older), race (including traits historically associated or perceived to be associated with race, which include, but are not limited to, hair texture and protective hairstyles such as afros, braids, locks, and twists), color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability (including obesity), genetic information (including testing and characteristics), veteran status, uniformed servicemember 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 toward an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward 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 Susana Kim, Human Resources Manager at 425-646-6972 or any member of management.

The Company prohibits retaliation against applicants or team member 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, Oki Golf may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, Oki Golf will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

## **Religious Accommodation**

Oki Golf is dedicated to treating its team members equally and with respect and recognizes the diversity of their religious beliefs. All team members may request an accommodation when their religious beliefs cause a deviation from the Company dress code or the individual's schedule, basic job duties, or other aspects of employment. The Company will consider the request, but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that will be considered are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other team members — when determining a reasonable accommodation. At no time will the Company question the validity of a person's belief.

If you require a religious accommodation, speak with your manager or the Human Resources Department.

## **Wage and Hour Policies**

### **Wage Disclosure Protection**

In accordance with Washington State law, Oki Golf will not:

- Require, as a condition of employment, that you not disclose the amount of your wages.
- Require you to sign a waiver or other document that prevents you from disclosing the amount of your wages.

Additionally, the Company will not discriminate or in any other manner retaliate against you for:

- Inquiring about, disclosing, comparing, or otherwise discussing your wages or the wages of other team members;
- Asking the Company to provide a reason for the amount of your wages or lack of opportunity for advancement; or
- Aiding or encouraging other team members to exercise their rights under this policy.

If you have access to or knowledge of the compensation information of other team members as a part of your essential job functions, you may not disclose that information to individuals who do not otherwise have authorized access to it, unless the disclosure is: (1) In response to a formal charge or complaint; (2) In furtherance of an investigation, proceeding, hearing, or other action (including an investigation conducted by Oki Golf; or (3) Consistent with the legal duty of the Company to furnish information.

This policy does not require you to disclose the amount of your wages.

If you believe that you have been discriminated or retaliated against in violation of this policy, immediately report your concerns to the Human Resources Department at (425) 646-6972.

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



## **Accommodations for Nursing Mothers**

Oki Golf will provide nursing mothers reasonable unpaid break time to express milk for their infant child(ren) for up to two years following the child's birth.

If you are nursing, you will be provided with a space, other than a restroom, that is shielded from view and free from intrusion from co-workers and the public, provided such a location exists. If the Company does not have such a location for you to express milk, Oki Golf will work with you to identify a convenient location and work schedule to accommodate your needs.

Expressed milk can be stored in Company refrigerator, in a personal cooler. Sufficiently mark or label your milk to avoid confusion for other team members who may share the refrigerator.

Break time should, if possible, be taken concurrently with any other break time already provided. If you are nonexempt, clock out for any time taken that does not run concurrently with normally scheduled rest periods.

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

No provision of this policy applies, or will be enforced, if it conflicts with or is superseded by any requirement or prohibition contained in a federal, state, or local law or regulation.

## **Meal and Rest Periods**

Oki Golf 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 manager regarding procedures and schedules for rest and meal breaks. You will not be required to work more than five consecutive hours without a 30-minute meal break. A 10-minute rest period will be provided for every two hours of working time.

The Company requests that team members 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 manager know; in addition, notify your manager 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 manager.

At certain times Oki Golf 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 Oki Golf, the standard pay period is bi-weekly for all team members. Pay dates are every other Friday. If a pay date falls on a holiday, you will be paid on the preceding workday. Special provisions may be required from time to time if holidays fall on pay dates. Check with your manager if this type of date arises.

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

# Performance, Discipline, Layoff, and Termination

## Disciplinary Process

Violation of Oki Golf 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 team members 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.

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 manager will make every effort possible to allow you to respond to any disciplinary action taken. Understand that while Oki Golf is concerned with consistent enforcement of our policies, we are not obligated to follow any disciplinary or grievance procedure and that depending on the circumstances, you may be disciplined or terminated without any prior warning or procedure.

## General Policies

### Access to Personnel and Medical Records Files

Oki Golf maintains separate medical records files and personnel files for all team members. 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. If you wish to review your personnel or medical records file, you must give the Company reasonable notice. Inspection must occur in the presence of a Human Resources representative.

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

## Benefits

### Paid Family and Medical Leave Insurance

Washington State's Paid Family and Medical Leave program is a mandatory statewide insurance program that provides most employees in Washington with paid time off to give or receive care. The program is administered by the Washington Employment Security Department (ESD) and is funded by premiums paid by both employees (through payroll deductions) and/or employers, depending on the size of the employer.

This program allows eligible team members to take up to 12 weeks of paid time off to:

- Welcome a child into their family (through birth, adoption, or foster placement).
- Deal with a serious illness or injury.
- Care for a seriously ill or injured relative.
- Prepare for a family member's pre- or post-deployment activities, or deal with childcare issues related to a family member's military deployment.

In certain cases, eligible team members may be entitled to up to 18 weeks of leave.

### Eligibility

To be eligible for Paid Family and Medical Leave you must have:

- Worked at least 820 hours (or about 16 hours a week) in Washington during the qualifying period. The 820 hours are cumulative, regardless of the number of employers or jobs you have had during the year. All paid work in Washington over the course of the year counts toward the 820 hours, including part-time, seasonal, and temporary work.
- Experienced a qualifying event. Qualifying events include:
  - Your own, or a family member's, serious health condition.
  - The birth, adoption, or foster placement of a child with you.
  - A qualifying exigency under the federal Family and Medical Leave Act (FMLA).

**Family member** means:

- Your biological, adopted, or foster children, stepchildren, a child's spouse, or a child to whom you stand in loco parentis, are a legal guardian, or are a de facto parent, regardless of age or dependency status.
- Your spouse or state registered domestic partner.
- Your parents or your spouse's parents (including biological, adoptive, de facto, or foster parents, stepparents, or legal guardians or an individual who stood in loco parentis to you or your spouse as a child).
- Your siblings.
- Your grandchildren.
- Your grandparents.
- Any individual who regularly resides in your home or where your relationship creates an expectation that you care for the person, and that person depends on you for care. It does not include an individual who simply resides in your home with no expectation that you care for them.

If you are not eligible for Paid Family and Medical Leave, you may still qualify for leave under the federal FMLA. Refer to the Family and Medical Leave policy for details.

### Requesting Leave

If the need for leave is foreseeable, provide 30 days' written notice of your intent to take leave. Notice must contain at least the anticipated timing and duration of leave. When unforeseeable, provide written notice as soon as practicable.

Failure to provide proper notice may result in the denial of leave for a period of time equal to the number of days that notice was insufficient.

### Questions and Applying for Benefits

While on leave, you are entitled to partial wage replacement benefits. The weekly benefit range is up to 90 percent of your weekly pay, depending on your income. Your wage replacement benefits are determined and paid by the ESD.

If you have questions regarding this policy, contact [[appropriate person or department]]. If you are eligible for Paid Family and Medical Leave benefits, apply through the Washington Employment Security Department (ESD) online application at <https://paidleave.wa.gov/>.

If leave is being taken due to your own serious health condition or the serious health condition of a family member, certification from a health care provider will be required. Certification must include:

- The name, address, telephone number, and contact information of the health care provider and type of medicine the health provider is licensed to practice.
- The anticipated duration of leave.
- Other information as requested by the ESD to determine eligibility for the qualifying event.

The information must also include either:

- For medical leave, information from a health care provider that the employee has a serious health condition; or
- For family leave, information sufficient to establish that the family member has a serious health condition requiring physical or psychological care.

If leave is taken to bond with your child after birth or placement, the ESD may request a copy of:

- The child's birth certificate;
- Certification from a health care provider;
- Court documents to show placement; or
- Other reasonable documentation to substantiate the qualifying event.

If leave is taken because of a qualifying military exigency, you will be required to provide documents or information such as:

- Active duty orders;
- The approximate dates in which leave will be needed; or
- Other information to substantiate the qualifying event.

The ESD may also request documentation or information from you that is sufficient to establish the familial relationship for the purposes of benefit eligibility.

### Leave Duration

Eligible team members may take up to 12 weeks of paid leave per year. If you give birth to a baby, you qualify for up to 16 weeks of paid leave. If you experience complications from pregnancy, you may qualify for up to 18 weeks.

If leave is taken to bond with a new child, leave must be taken during the first 12 months following the child's birth or placement.

Paid Family and Medical Leave may be used intermittently rather than all at once.

### Health Insurance

Your health insurance will remain active while you are on leave. If you contribute to the cost of your health insurance, you must continue to pay your portion of the premium cost during your leave.

### Interaction with Other Laws

If you are eligible for both Paid Family and Medical Leave and federal FMLA leave, they will run concurrently. You will not be required to use accrued paid leave.

Your use of federal FMLA leave or other available leave does not diminish your available Paid Family and Medical Leave benefit. You may use multiple leave options consecutively.

You will not be required to use other leave before using Paid Family and Medical Leave.

### Job Restoration

Upon return from leave, you will be returned to your previous job or an equivalent job if:

- You worked for the Company for at least 12 months;
- You have worked for the Company for 1,250 hours in the 12 months before taking leave (about 24 hours per week, on average); and
- You are not a key employee (as defined under the FMLA) who:
  - Has been advised the denial of restoration is necessary to prevent substantial and grievous economic injury to the operations of the Company;
  - Has been provided written notification of the Company's intent to deny restoration on such basis at the time it is determined that the injury would occur; and
  - After the commencement of leave, failed to return to work after receiving the notice.

A **key employee** is a salaried, FMLA-eligible employee who is among the highest paid 10 percent of all the employees employed by the Company within 75 miles of the employee's worksite.

### Pandemic Leave Assistance

For leave beginning anytime in 2021 through March 31, 2022, if you do not work 820 hours during the qualifying period but are otherwise eligible for a leave, you may be eligible for a pandemic leave assistance employee grant (pandemic leave assistance).

To be eligible for pandemic leave assistance you must have:

- Worked 820 hours during the first through fourth calendar quarters of 2019; or
- Worked 820 hours during the second through fourth calendar quarters of 2019 and first calendar quarter of 2020.

You may file a claim with the department for pandemic leave assistance beginning August 1, 2021.

You are not eligible for pandemic leave assistance for any week in which you receive unemployment compensation, workers' compensation, or any other applicable federal unemployment compensation, industrial insurance, or disability insurance.

Pandemic leave assistance does not apply to an employee who did not work 820 hours because of an employment separation due to misconduct or a voluntary separation unrelated to the COVID-19 pandemic.

### Retaliation

The Company will not retaliate against team members who request or take leave under the Washington Paid Family and Medical Leave program.

### **Jury Duty Leave**

Oki Golf encourages team members to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your manager as soon as possible to make scheduling arrangements.

If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, you will not be compensated for time spent on jury duty. You may opt to use vacation time in place of unpaid leave.

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

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

### **Leave for Victims of Domestic Violence, Sexual Assault, or Stalking**

If you are a victim, or a family member of a victim, of domestic violence, sexual assault, or stalking, Oki Golf will provide you with reasonable unpaid leave from work to take care of legal or law enforcement needs or to get medical treatment, social services assistance, or mental health counseling. **Family member** means a child, spouse, parent, parent-in-law, grandparent, or person you are dating. The Company may request verification of your family relationship.

When possible, you must provide reasonable advance notice of the need for leave. If advance notice cannot be given because of an emergency or unforeseen circumstances due to domestic violence, sexual assault, or stalking, you or someone on your behalf must provide notice no later than the end of the first day you take leave.

You may be required to provide verification that you or your family member is a victim of domestic violence, sexual assault, or stalking and that the leave is being taken for purposes described above. Verification must

be provided in a timely manner and will only be used to establish that the leave is legally protected. You may satisfy the verification requirements by providing the Company with documents such as a police report, court order, or written statement.

With exception, information provided by you will be kept confidential. This includes:

- The fact that you or your family member is a victim of domestic violence, sexual assault, or stalking.
- That you have requested or obtained domestic violence leave.
- Any written or oral statement, documentation, record, or corroborating evidence you provide.

Information provided by you will only be disclosed under the following circumstances:

- When requested or consented to by you.
- When ordered by a court or administrative agency.
- Where otherwise required by applicable federal or state law.

Leave under this policy is unpaid; however, you may choose to use any accrued paid leave. Leave may be taken intermittently, on a reduced work schedule, or in a single block of time, as the circumstances warrant. During the leave, Oki Golf will maintain any health insurance coverage being provided in the same manner as if you had not taken leave.

The leave must be reasonable in duration, which will be determined by management and you, based upon the circumstances.

Upon return from leave, you will be reinstated to the position held prior to taking leave or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment, subject to certain exceptions as provided under Washington law.

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

## **Military Family Leave**

In accordance with the Washington Military Family Leave Act (MFLA), Oki Golf will provide team members who are the spouse of a military member up to 15 days of leave from work for each deployment when the military spouse is deployed or called up to active duty. The leave may be used prior to the deployment, or during the period when the military spouse is on leave during the deployment.

As used in this policy:

- **Spouse** includes same-sex spouses and state-registered domestic partners.
- **Military member** means a member of the U.S. Armed Forces, National Guard, or reserves.

To be eligible for such leave, you must work 20 or more hours per week.

To take military family leave, you must provide notice of intention to take leave within five business days of receiving official notice of an impending call or order to active duty or of a leave from deployment.

The leave provided under this policy is unpaid; however, you may substitute any available paid leave. You may split the 15-day leave between different periods of time (pre-deployment or while the military member is on leave during deployment). The total number of days of leave, however, cannot exceed 15 days per deployment.

The Company may count FMLA-qualified leave related to a deployment as state MFLA leave if the leave is taken before the deployment, or during any period when the military spouse is on leave from deployment.

You will be allowed to continue available group health benefits at your own expense.

Upon return from leave, you will be restored to your prior position.

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

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

Oki Golf provides paid sick leave to eligible team members in accordance with Washington's Paid Sick Leave Law.

### Eligibility

All team members 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 mental or physical illness, injury, or health condition, including the need for medical diagnosis, care, or treatment, and preventive medical care.
- If and when Oki Golf closes for a health-related reason or when your child's school closes for a health-related reason.
- For absences that qualify for leave under the state's Domestic Violence Leave Act (DVLA).

**Family member** means:

- Your biological, adopted, or foster children, stepchildren, a child's spouse, or a child to whom you stand in loco parentis, are a legal guardian, or are a de facto parent, regardless of age or dependency status.
- Your spouse or state registered domestic partner.
- Your parents or your spouse's parents (including biological, adoptive, de facto, or foster parents, stepparents, or legal guardians or an individual who stood in loco parentis to you or your spouse as a child).
- Your siblings.
- Your grandchildren.
- Your grandparents.
- Any individual who regularly resides in your home or where your relationship creates an expectation that you care for the person, and that person depends on you for care. It does not include an individual who simply resides in your home with no expectation that you care for them.

### Accrual and Usage

Eligible team members accrue one hour of sick leave for every 40 hours worked. New team members begin accruing sick leave on their first day of employment. For purposes of this policy, the leave year is **any consecutive 12 month period**. You will not accrue sick leave during vacation, paid time off (PTO), or while using sick leave.

You may begin using sick leave on your 90th day of employment, and you may carry over up to 40 hours of accrued, unused sick leave to the following leave year, max carryover is 120 hours.

### Notice

If the need for leave is foreseeable, you must provide notice at least 10 days, or as early as practical, before the first day sick leave is used. If unforeseeable, provide notice as soon as practical before the required start of your shift. If known, notice should include the expected length of the absence.

### Documentation

For absences exceeding three days, you may be required to provide verification that your use of sick leave is for an authorized purpose. Verification must be provided within 5 days after the first day of absence. Verification may not be required if it results in an unreasonable burden or expense to you and may not

exceed privacy or verification requirements otherwise established by law.

#### Interaction with Other Leave

You may be required to use available sick leave during family and medical leave, disability leave, or other statutorily-authorized leave that would otherwise be unpaid.

#### Payment Upon Termination

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

#### Retaliation

Oki Golf will not retaliate against team members who request or take leave in accordance with this policy.

### **Voting Leave**

If your work schedule prevents you from voting on Election Day, Oki Golf will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your manager, consistent with applicable legal requirements.

### **Safety and Loss Prevention**

#### **Workplace Smoking**

Oki Golf is concerned about the effect that smoking and secondhand smoke inhalation can have on its team members and clients. Smoking in the office, client areas, and restrooms is prohibited.

### **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, safe, productive, and pleasant workplace at Oki Golf.

David Hein, Vice President

Oki Golf



## Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received a copy of the Oki Golf Management 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 [[Director of Human Resources]] 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 Oki Golf Management.

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

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Signature

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Date

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Print Name