



Gravity Gymnastics

Employee Handbook

2018

INTRODUCTION

This Miramar Gymnastics & Parties, Inc. (DBA: Gravity Gymnastics) (hereinafter referred to "the Company") Employee Handbook establishes policies, procedures, and working conditions that will be followed by all Gravity Gymnastics employees as a condition of their employment at the Company.

This Company Employee Handbook is not a contract of employment nor is it intended to create contractual obligations for the Company of any kind.

The policies and procedures outlined in this handbook will be applied at the discretion of Gravity Gymnastics. Gravity Gymnastics reserves the right to deviate from the policies, procedures, benefits, and working conditions described in this handbook. Furthermore, the Company reserves the right to withdraw or change the policies, procedures, benefits, and working conditions described in this handbook at any time, for any reason, and without prior notice.

The Company will make every effort to notify employees when an official change in policy or procedure has been made but employees are responsible for their own up-to-date knowledge about Company policies, procedures, benefits, and working conditions.

No provision in this employee handbook can be waived without written permission from the Company's President, or designee. Such a waiver, if granted, applies only to the employee for whom the waiver was granted at the time of the waiver.

Gravity Gymnastics is an equal opportunity employer. Religion, age, gender, national origin, sexual orientation, race, or color does not affect hiring, promotion, development opportunities, pay, or benefits. Gravity Gymnastics provides fair treatment of employees based on merit. The company complies with all applicable federal, state, and local labor laws.

One of the keys to our success as a gymnastics training facility is hiring a highly qualified staff. We have hired you because we believe you have the skills and potential to help Gravity Gymnastics succeed. We depend upon you and each Staff member to perform the tasks assigned to you to the best of your abilities.

Please review the policies, procedures, working conditions, and benefits described in this handbook. You will be asked to affirm that you have read, understood, agreed to abide by, and acknowledged your receipt of this employee handbook.

INTRODUCTORY PERIOD

The first three months of continuous employment at Gravity Gymnastics will, with no doubt, be a learning experience. You will learn your job duties and responsibilities. During that period, we will continue to check your references, and the information that you supplied us at interview and application process. During this introductory period, you will not be eligible for any company benefits.

Also, please understand that completion of the introductory period does not guarantee continued employment and does not change the at-will nature of the employment relationship.

Department Leaders: within this introductory period you must sign, notarize, and hand in the “Non-Compete Agreement” provided to you. If you do not sign, notarize and return said Non-Compete Agreement within introductory period, employment will be terminated.

OPEN DOOR POLICY

Introduction to the Open Door Policy:

Gravity Gymnastics has an Open Door Policy for all employees. This means, literally, that every manager's door is open to every employee. The purpose of our Open Door policy is to inspire open communication, feedback, and discussion about any matter of importance to an employee. Our Open Door policy encourages employees to feel free to talk with any manager at any time.

Responsibilities under an Open Door Policy:

If any area of your work is causing you concern, you have the responsibility to address your concern with a manager. Whether you have a problem, a complaint, a suggestion, or an observation, your company managers want to hear from you. By listening to you, the company is able to improve, to address complaints, and to foster employee understanding of the rationale for practices, processes, and decisions.

EMPLOYMENT AT WILL

Employment at Gravity Gymnastics may be terminated for any reason, with or without cause or notice, at any time by the President. Nothing in this Employee Handbook or in any oral or written statement shall limit the right to terminate employment at will.

With the exception of employment at will, terms and conditions of employment with Gravity Gymnastics may be modified at the sole discretion of the Management Team with or without cause or notice at any time.

BACKGROUND CHECKS

Gravity Gymnastics recognizes the importance of maintaining a safe workplace with Staff who are honest, trustworthy, qualified, reliable, and nonviolent, and do not present a risk of serious harm to their coworkers or others.

As you are offered a position at Gravity Gymnastics, you will be asked to run a background check with USAG/NCIS before you can start working at our facility. Gravity Gymnastics will reimburse you the minimum cost of “One Name/ Address” history report (\$20.00 + \$1.25 processing fee). The cost of your background screening may increase depending on the number of states and/or number of counties or names that are being searched.

Gravity Gymnastics guarantees that all information attained from the reference and background check process will only be used as part of the employment process and kept strictly confidential. Only authorized Human Resources personnel at Gravity Gymnastics will have access to this information.

SAFETY

All Employees:

- **USAG Membership:** you are required to become USAG member within the first week of employment.
- **U110 SafeSport Course:** you must complete this course within the first week of employment.

Coaches:

- **U101 Safety & Risk Management Course:** all coaches must complete this course within the first week of employment.
- **U100: Fundamentals of Gymnastics & Instruction:** all coaches must complete this course within the first week of employment.

Reimbursements: you will be reimbursed for USAG Membership & U101 after the three month introductory period. Receipt and certificate of completion must be submitted.

STANDARDS OF BEHAVIOR

As a USAG member club, Gravity Gymnastics embraces the “Standards of Behavior” proposed by USAG in order to affirm our commitment to the welfare of gymnastics participants in our organization. Standards of behavior are clear expectations for how coaches, staff and volunteers interact with children. They allow for interactions that are warm, encouraging and appropriate, but prohibit dangerous, harmful or inappropriate interactions.

- **Elimination of Privacy:** Avoid being alone with a child or any group of children in a private setting (bathroom, office, vehicle, hotel, etc.) and avoid being alone with a child or any group of children in any place that is inappropriate to the coach-athlete relationship. When a one-on-one situation is necessary, such as private coaching lessons or conversations, conduct the activity within the view of earshot of another adult.
- **Establish Boundaries for Necessary Physical Contact:** Gymnastics creates opportunities for physical contact between a coach and an athlete. Physical contact is acceptable when it is reasonably intended to coach, teach or demonstrate a gymnastics skill or to prevent or lessen injury. However, care should be taken to ensure that such contact is not invasive of sensitive areas of the body.
- **Prohibit Electronic, Social and Out-of-Program Interactions:** Staff is prohibited from contacting athletes, including personal contact, email, instant messaging, text messaging, cellular/regular phone calls, social networking pages or other communication vehicles for any reason not related to club business, such as invitations to meals or family gatherings or requests for babysitting. When it comes to club-related communications, never communicate one-on-one with athletes outside the presence of others. Rather, club-related communications to all athletes should also be directed to the parents/guardian simultaneously.
- **Encourage Parental Monitoring:** Gravity Gymnastics encourages parents to become as active as reasonably possible in the activity/event and be alert for anything out of the ordinary (for example, an “unattached adult” – one who is not at the club’s program, activity or event with a specific child). Parents should report suspicious behaviors and respond immediately when reports are made. Parents’ questions and concerns are welcomed and encouraged.

PUNCTUALITY & ATTENDANCE

Gravity Gymnastics expects you to report to work on a reliable and punctual basis. Absenteeism, early departures from work, and late arrivals burden your fellow Staff members and Gravity Gymnastics. Coaches are expected to arrive a minimum of 15 minutes before class begins in order to set up, and get ready for class. Regular attendance and punctuality are requirements for continued employment at Gravity Gymnastics.

Frequent or excessive absences or tardiness will result in disciplinary action and/or termination of employment.

Tardiness: An employee will be considered tardy if he/she is not at her/his workstation ready to work at the scheduled start time. Not returning from break or meal periods at the required times will be counted as tardy.

Excessive Tardiness: When an employee's tardy occurrences specifically affects one or several specific responsibilities or duties

Unscheduled Absence: An employee will be considered to be on an unscheduled absence when he/she does not report to work as scheduled (even when he/she calls to notify the Company within 24 hours) or leaves before the end of their scheduled shift.

Note: scheduled absences must be planned and approved a minimum of three (3) weeks in advanced for vacations and one (1) week for personal days. The employee must send an email requesting a personal day to accounting@gravitygymnastics.com as well as to Department Leaders and wait for management approval.

The request must have the following information:

- Employee's Name
- Dates Requested
- Classes to be affected
- Proposed Substitute Teacher

In the event of a personal emergency and where the employee must miss work, the employee will be responsible for getting an **approved substitute** to cover employee's work schedule.

TIMEKEEPING PROCEDURES

Staff must record their actual time worked for payroll and benefit purposes. However, if an employee has to work more hours than those scheduled, she/he must have management approval to do so. Without management approval, the employee is not authorized to change her/his work schedule.

It is the employee's responsibility to clock in and/or out on a daily basis on the Company's Computer System. If by any reason employee is not able to do so; she/he must notify management immediately to ensure accurate payroll processing.

PAYMENT OF WAGES

Paydays are the fifteenth and last day of the month. If a regular payday falls on a holiday, Staff will be paid on the following workday. Paychecks are normally available after 5:30 PM. Pay periods are as follows:

- 11th to the 25th of the month: paid on the last day of the month.
- 26th to the 10th of the month: paid on the fifteenth of the month.

Your compensation will be determined based on your previous experience in the field of gymnastics or other relevant fields, your educational achievements, performance, and history within our company.

Please do not discuss compensation with other co-workers.

EMPLOYMENT STATUS

For the sole purpose of determining the allowance of certain employee benefits, employees are classified as:

- a. **Regular Full-Time Employees** - An employee who has satisfactorily completed the introductory period and is scheduled to work an average of twenty five (25) hours per week or more on a regular and continuous basis.
- b. **Regular Part-Time Employees** - An employee who has satisfactorily completed the introductory period and is usually scheduled to work less than an average of twenty four (24) hours per week or less on a regular and continuous basis.
- c. **Temporary Employees** - An employee whose services are anticipated to be of limited duration falls into this classification. Temporary employees are not eligible for participation in those employee benefits programs made available for the Company Regular Full-Time and Regular Part-Time Employees.

For payroll purposes, employees will be classified as one of the following:

- d. **Exempt Employees** - Certain employees such as executive, administrative, and professional employees who are paid on a salary basis for all hours worked each week. These employees are expected to work whatever hours are required to accomplish their duties, even if it exceeds their normal workweek. No overtime premium pay will be paid to exempt employees in most circumstances.
- e. **Non-Exempt Employees** - All employees who are not identified as exempt employees are considered non-exempt employees. Non-exempt employees are eligible for payment of overtime premium pay.

BENEFITS

Please review Employee Portal for Explanation of Benefits.

ATTIRE

Professional Sports Attire. Top: Gravity t-shirts. Bottoms: leggings or sports shorts (fingertips length).

Not acceptable: jeans, jewelry.

During business hours or when representing Gravity Gymnastics, employees are expected to present a clean, neat, and professional appearance.

NON DISCLOSURE / CONFIDENTIALITY POLICY

Gravity Gymnastics considers company database and proprietary information to be confidential and a very valuable asset. As a result, employees must carefully protect and must not disclose to any third party all confidential and proprietary information belonging to the Company or its customers.

COMPUTER SOFTWARE AND DOCUMENTS

Computer, Internet and Email are to be used for Company's business only. Some job responsibilities at the Company require access to the Internet and the use of software in addition to the Microsoft Office suite. Only authorized employees, may use the Internet or access additional software. No employee is allowed to use Company computers for personal use.

Confidential information must not be shared outside of the Company.

All documents, projects or files must be saved on the Company's Server under "Gravity Principal Folder".

CUSTOMER RELATIONS

Gravity Gymnastics' success depends on satisfying our Customers. The Staff of Gravity Gymnastics is expected to treat Customers courteously and with the utmost respect at all times. If you need assistance, please contact your immediate supervisor or another staff member. All coaches must talk to the parents after each class; please inform parents how their children are progressing.

ATTENDANCE

Coaches must take attendance on I-class on daily basis as well as on their folders right after warm-up or at the end of class. If new kids come, please add them to class roll sheet. If a make-up or trial comes to class write it on the book as well (first and last name).

COMMUNICATION & LANGUAGE

Never call students nicknames that could be offensive. **Body language**, coaches should always communicate through facial expressions and body movement. Be happy and positive. Children love learning through play in a positive environment. **Close your class:** always review what they did and what they liked most. Always give a little introduction for next class, create expectations.

FOOD IN THE GYM

There is no food or drinks in the office or gym area under any circumstances.

PHONE

Cell phones are not to be taken into the gym area under any circumstances.

INJURIES

Any accident –no matter how small- should be reported on the Injury Log. If the coach considers the injury more serious, then it should be reported on an Accident Report Form. All staff must be responsible for notifying the parent. Never send a child home with as much as a bruise without an explanation. **Never move a child seriously injured.** Always ice injuries, no matter how small it may seem.

STAFF MEMBER PARKING

Gravity Gymnastics provides the Staff with parking on a first-come first-served basis. Gravity Gymnastics will not be responsible for any damage to your vehicle or the contents of your vehicle while parked at the Flamingo Park of Commerce parking lot. Gravity staff members are to park in the back of the building between bays 11940, 11942, and 11944. Always leave preferred parking spaces to customers.

STAFF CHILDREN

Staff children may never be in the gym unsupervised. Regular Full Time and Exempt Employees may have their children attend two classes per week at no charge (one hour class). Regular Part Time Employees may have their children take one class per week at a discounted rate of 50%. A current registration form must be completed.

PROHIBITED CONDUCT

In order to assure orderly operations and provide the best possible work environment, Gravity Gymnastics expects the Staff to follow rules of conduct that will protect the interests and safety of personnel. The following are examples of infractions of rules of conduct that may result in disciplinary actions or immediate termination of employment:

- Falsification of employment records.
- Theft or damage of any Gravity Gymnastics property.
- Working with alcohol or illegal substances in your system.
- Provoking or participating in a fight.
- Possession of firearms or any other dangerous weapons.
- Being disrespectful or using profane or abusive language.
- Failing to observe working schedules.
- Abusing sick or personnel leave.

TERMINATION

If the employee decides to end his/her employment with Gravity Gymnastics, the Company requires that the employee gives at least three weeks written notice. Last paycheck will be issued upon receipt of all items including but not limited to uniforms, equipment, props, books, and educational materials provided to him/her by Gravity Gymnastics.

While the decision to commence employment is consensual, the same is not always true when the time comes to end the employment relationship. As an at-will employer, Gravity Gymnastics reserves the right to end the employment relationship at any time, with or without cause or notice. In the event your employment is terminated, you are required to return all property owned by Gravity Gymnastics prior to your departure.

😊 We are very happy to have you as part of our Gravity Family and we are looking forward to a fulfilling long- term relationship. 😊

Acknowledgement of Receipt of Employee Handbook

I acknowledge that I have received a copy of the Gravity Gymnastics Employee Handbook dated: _____ . I understand that this handbook replaces any and all prior verbal and written communications regarding Gravity Gymnastics working conditions, policies, procedures, appeal processes, and benefits.

I understand that the working conditions, policies, procedures, appeal processes, and benefits described in this handbook are confidential and may not be distributed in any way nor discussed with anyone who is not an employee of Gravity Gymnastics.

I have read and understood the contents of this handbook and will act in accord with these policies and procedures as a condition of my employment with Gravity Gymnastics.

I also acknowledge that the handbook contains an employment-at-will provision that states:

Either Gravity Gymnastics or I can terminate my employment relationship at any time, with or without cause, and with or without notice;

That this employment-at-will relationship is in effect regardless of any other written statements or policies contained in this handbook, in any other Gravity Gymnastics documents, or in any verbal statements to the contrary.

Finally, I understand that the contents of this employee handbook are simply policies and guidelines, not a contract or implied contract with employees. The contents of the employee handbook may change at any time.

Please read this Employee Handbook carefully to understand these conditions of employment before you sign this document.

Employee Name

Date

Employee Signature
