



**GREATER BOSTON  
CONVENTION & VISITORS BUREAU**

# GBCVB EMPLOYEE HANDBOOK

Updated 2018

Welcome from the President & CEO

*To our employee:*

*I am pleased to welcome you to the Greater Boston Convention & Visitors Bureau. This handbook will serve to acquaint you with our policies and benefit programs. Please note information is subject to change without notice.*

*I would like to take this opportunity to offer our best wishes for your personal growth and success at the Greater Boston Convention & Visitors Bureau and I look forward to working with you to grow Boston's and our region's visitor industry and visitor economy.*

*Sincerely,*

A handwritten signature in black ink that reads "Patrick B. Moscaritolo". The signature is written in a cursive, flowing style.

*Patrick B. Moscaritolo*  
*President & CEO*

## TABLE OF CONTENTS

FOREWORD .....	7
Employee Handbook Acknowledgment and Receipt .....	9
VISION, MISSION AND VALUE STATEMENTS .....	10
GBCVB’S Vision .....	10
GBCVB’S Mission .....	10
GBCVB’S Values .....	10
ROLE AND GOVERNANCE of the Greater Boston Convention & Visitors Bureau .....	11
DIVERSITY .....	12
Equal Employment Opportunity Statement .....	12
Anti-Harassment Policy and Complaint Procedure .....	12
Definitions of Harassment .....	12
Individuals and Conduct Covered .....	13
Complaint Process .....	13
Americans with Disabilities Act (ADA) and the ADA Amendments Act (ADAAA) .....	14
EMPLOYMENT .....	15
Immigration Reform Policy .....	15
Massachusetts Pay Equity .....	15
Introductory Period .....	15
Employee Classification Categories: .....	16
Job Postings/Internal Transfers/Promotions .....	17
Disciplinary Action .....	17
Standards of Conduct .....	17
Garnishment, Attachments and Judgements .....	18
Separation of Employment .....	18
Resignation .....	19
Retirement .....	19

Job Abandonment .....	19
Layoff.....	19
Discharge.....	20
Rehire .....	20
Severance Policy.....	20
Exit Interview.....	20
Return of Company Property .....	20
WORKPLACE EXPECTATIONS .....	21
Confidentiality .....	21
Conflicts of Interest .....	21
Diversity Guidelines.....	21
Outside Employment.....	22
Office Hours .....	23
Attendance and Punctuality.....	23
Attendance Timesheets.....	23
Attire and Grooming .....	24
Mobile Phone Policy.....	24
Electronic Communication and Internet Use .....	25
Social Media – Acceptable Use .....	25
Solicitations, Distributions and Posting of Materials .....	28
Employee Personnel Records & Files .....	28
Employee Access to Personnel Records .....	29
Section One: Personnel Records Subject to Review.....	29
Section Two: Records Exempt From Review .....	30
Section Three: Access by Employee .....	30
Section Four: Copies.....	30
Section Five: Corrections.....	30

Privacy and Data Security .....	31
Personal Calls .....	32
Inclement Weather .....	32
Conference Room.....	33
Kitchen Area .....	33
MailBox/Fax.....	33
Office Environment .....	33
Building and Office Access .....	33
Copley Place Access.....	33
Office Access Codes for GBCVB Copley Office.....	33
Personal Valuables .....	34
Petty Cash.....	34
Check Requests .....	34
Purchase Orders .....	34
Expense Reports.....	34
Company Credit Cards.....	35
Mail and Postage.....	35
Membership Open House .....	35
General Safety .....	35
First Aid .....	36
COMPENSATION.....	36
Performance and Salary Review.....	36
Payment of Wages .....	37
Overtime Pay (nonexempt employees).....	37
On-Call Pay (nonexempt employees) .....	37
Compensatory Time for Exempt Employees .....	38
Employee Travel and Reimbursement .....	38

TIME OFF/LEAVES OF ABSENCE.....	38
Holiday Pay.....	38
Holidays for the Visitor Information Centers .....	39
Religious Holidays.....	39
Vacation .....	39
Sick Policy .....	41
Earned Sick Leave Policy as of July 1, 2015 – Full-time Salaried .....	41
Earned Sick Leave Policy as of July 1, 2015 – Part Time .....	43
Sick Leave Sharing Bank .....	46
Leave of Absence.....	46
Family and Medical Leave Act .....	46
Military Leave of Absence .....	52
Domestic Violence Leave Policy .....	53
Bereavement Leave.....	54
Election Leave .....	54
Jury Duty .....	55
Voting Time .....	55
Pregnant Workers Fairness Act .....	55
Affordable Care Act .....	56
Affordability .....	56
Religion.....	57
Section 125 Pre-tax Premium Plan.....	57
BENEFITS .....	57
Health Insurance Plan Summary .....	57
Introduction .....	57
Enrollment.....	58
Member Identification Cards and Numbers.....	58

Coordination of Benefits (COB) .....	59
Medical and Dental Insurance.....	59
Group Medical Insurance .....	60
Group Dental Insurance .....	60
Same-Sex Marriages, Civil Unions and Domestic Partners.....	60
Flexible Spending Account .....	61
Health Care.....	61
Dependent Care .....	61
Transportation Fringe Benefits Plan.....	61
Group Life Insurance .....	62
Group Life Insurance & Accidental Death and Dismemberment (AD&D) .....	62
Group Voluntary Life & Accidental Death and Dismemberment (AD&D) .....	62
Disability Benefits.....	62
Short Term Disability.....	62
Long Term Disability .....	62
401(k) Plan .....	62
Workers' Compensation Benefits.....	63
COBRA .....	63
EMPLOYEE RETIREMENT INCOME SECURITY ACT (ERISA).....	64
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) .....	65
ANTITRUST POLICY & GUIDELINES .....	67
I. Overview of the Antitrust Laws.....	67
Sherman Act, § 1. ....	67
Section 5 of the Federal Trade Commission Act.....	68
State Laws. ....	68
I. Agreements among Competitors ("Horizontal Agreements").....	68
What is an Agreement? .....	68

Market Allocation.....	68
Group Boycotts.....	69
II. Agreements between Suppliers and Customers ("Vertical" Agreements) .....	69
Exclusive dealing or requirements contracts. ....	69
Preferential treatment. ....	69
Tying arrangements and reciprocity. ....	69
Resale price restrictions. ....	70
II. Antitrust Guidelines.....	70
III. Conclusion .....	71
Appendix A .....	72
Organizational Chart .....	72
Appendix B .....	74
Confidentiality and Data Protection (WISP) Policy.....	74
Appendix C .....	92
Request to Review Personnel Records Form .....	92
Appendix D .....	94
Sample Performance Review .....	94
Appendix E .....	98
Travel and Business Expense Policy & Procedure .....	98
Appendix F.....	106
Time/Absence Request Form .....	106

## FOREWORD



The Greater Boston Convention & Visitors Bureau ("the Bureau") has adopted the policies and procedures described in this handbook in order to effectively and fairly manage its business affairs. The handbook has been written to provide clear and concise interpretations of Bureau policies and regulations. It contains policies and procedures in effect at time of the most recent update which is published on the cover page.

There are several things to keep in mind about this handbook. First, it contains only general information and guidelines. **While the handbook is intended to describe certain terms and conditions of employment, the handbook is not a contract of employment or a guarantee of continued employment. This handbook is not intended to be a complete description of all policies and procedures related to employees at the Bureau. The Bureau reserves the right to exercise its discretion to modify and reasonably interpret the handbook or any portion of it. Any changes or interpretations of policies or procedures affecting employment may or may not be reflected in updates of this handbook or other documents or written notices and may be changed without notice.**

For that reason, if you have any questions concerning eligibility for a particular benefit or the applicability of a policy or practice to you, you should address your specific questions to the Senior Vice President of Administration or the Human Resources Coordinator. Neither this handbook nor any other Bureau document confers any contractual right, either express or implied, to remain in the Bureau's employ. Nor does it guarantee any fixed terms and conditions of your employment. Your employment is not for any specific time and may be terminated at will with or without cause and without prior notice by the Bureau, or you may resign for any reason at any time. No supervisor or other representative of the Bureau (except the President & CEO with the approval of the Bureau's Executive Committee) has the authority to enter into any agreement for employment for any specified period of time or to make any agreement contrary to the above.

The procedures, practices, policies and benefits described here may be modified or discontinued from time to time.

This handbook and the information in it should be treated as confidential. No portion of this handbook should be disclosed to others, except Greater Boston Convention & Visitors Bureau's employees and others affiliated with our company whose knowledge of the information is required in the normal course of business.

Some subjects described in this handbook are covered in detail in official policy documents. Refer to these documents for specific information because the handbook only briefly summarizes those guidelines and benefits. Please visit [Bostonusa.com/employee](http://Bostonusa.com/employee) for updated policies and forms.

You are encouraged to ask questions or seek further clarification about current policies and procedures from the President, Senior Vice President of Administration and/or Human Resources Coordinator.

This handbook supersedes all manuals and/or handbooks previously issued by the Bureau for its employees.

## EMPLOYEE HANDBOOK ACKNOWLEDGMENT AND RECEIPT

### I have received my copy of the Employee Handbook.

The employee handbook describes important information about the Greater Boston Convention & Visitors Bureau, and I understand that I should consult Human Resources regarding any questions not answered in the handbook. I have entered into my employment relationship with the Greater Boston Convention & Visitors Bureau voluntarily and acknowledge that there is no specified length of employment. **Accordingly, either I or the Greater Boston Convention & Visitors Bureau can terminate the relationship at will, with or without cause, at any time, so long as there is not violation of applicable federal or state law.**

I understand and agree that, other than the President & CEO of the Greater Boston Convention & Visitors Bureau, no Vice President, Director, Manager, Supervisor or Representative of the Greater Boston Convention & Visitors Bureau has any authority to enter into any agreement for employment other than at will; only the president of the company has the authority to make any such agreement and then only in writing signed by the President & CEO.

This handbook and the policies and procedures contained herein supersede any and all prior practices, oral or written representations, or statements regarding the terms and conditions of my employment with the Greater Boston Convention & Visitors Bureau. By distributing this handbook, the company expressly revokes any and all previous policies and procedures that are inconsistent with those contained herein.

I understand that, except for employment-at-will status, any and all policies and practices may be changed at any time by the Greater Boston Convention & Visitors Bureau, and the company reserves the right to change my hours, wages and working conditions at any time. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify or eliminate existing policies. Only the President & CEO of the Greater Boston Convention & Visitors Bureau has the ability to adopt any revisions to the policies in this handbook.

**I understand and agree that nothing in the Employee Handbook creates, or is intended to create, a promise or representation of continued employment and that employment at the Greater Boston Convention & Visitors Bureau is employment at will, which may be terminated at the will of either the Greater Boston Convention & Visitors Bureau or myself. Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document.** I understand and agree that employment and compensation may be terminated with or without cause and with or without notice at any time by the Greater Boston Convention & Visitors Bureau or myself.

I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

---

Employee's Signature

---

Employee's Name (Print)

---

Date

**TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE**

## VISION, MISSION AND VALUE STATEMENTS

### GBCVB'S VISION

To develop the best one-stop sales and service Bureau for meeting planners and visitors worldwide.

- Establish policies, procedures and practices that are in compliance with applicable Laws, Regulations and Industry Standards;
- Identify, evaluate and implement creative and practical approaches to achieve our mission in the most cost-effective manner;
- Engage our stakeholders and members as partners in the GBCVB's mission, goals and role in the region;
- Provide a professional and rewarding environment for staff.

### GBCVB'S MISSION

To fulfill our mission of increasing business and revenue for our members and creating jobs and economic growth for our region, the GBCVB will attract conventions, meetings and visitors to the Boston, Cambridge and our region through:

- Direct sales and marketing programs in major market centers in the US and across the globe;
- Developing and promoting special events that generate hotel room nights and business for our members;
- Providing a full range of visitor publications and services including direct mail, telephone, and in-person visitor information centers;
- Carrying out comprehensive public relations, social media and promotions programs involving local, national, and international media, as well as consumer and trade publications worldwide;
- Carrying out a comprehensive destination marketing program in collaboration with our members, the City of Boston, the Massachusetts Office of Travel & Tourism, Massport, the Massachusetts Convention Center Authority and the Cambridge Office for Tourism.

### GBCVB'S VALUES

The interests of our members and clients are paramount. If we serve our members and clients well, the Bureau's success will follow.

- Our assets are our people, our programs, and our reputation;
- We take great pride in the professional quality of our work. We have an uncompromising determination to achieve excellence in everything we undertake;
- We stress creativity and imagination and always strive to find timely solutions to a client's and member's needs;
- We stress teamwork in everything we do, and we strive to anticipate the changing needs of our customer and our industry;
- We set measurable goals and strive to meet and exceed these goals.

## ROLE AND GOVERNANCE OF THE GREATER BOSTON CONVENTION & VISITORS BUREAU

The Greater Boston Convention & Visitors Bureau (GBCVB) promotes and markets Greater Boston for the purpose of enhancing the overall economy through visitor development. The efforts of this private, non-profit organization contribute to the growth and development of Greater Boston's hospitality industry.

Formerly a department of the Greater Boston Chamber of Commerce, the GBCVB became an independent, non-profit, economic development corporation in 1975. The GBCVB is supported by approximately 1,200 member firms and individuals. Additional financial support is provided from marketing contracts from the Commonwealth of Massachusetts through the Massachusetts Office of Travel & Tourism and from the Massachusetts Convention Center Authority. The GBCVB is governed by a Board of Directors which is elected by the members.

The GBCVB is composed of an Executive Office and the following departments: Sales, Destination Services-Meetings & Events, Membership, Leisure Marketing, Media Relations, Leisure Destination Services & Operations, Publications & Advertising, Human Resources, Finance and in a joint undertaking with the Massachusetts Convention Center Authority, the Boston Convention & Marketing Center. The President & CEO is responsible for the overall management and operation of the Bureau and reports to the Board of Directors. The current GBCVB Organizational Chart is in **Appendix A**.

In 1985, the GBCVB changed its name from the Greater Boston Convention & Tourist Bureau to the Greater Boston Convention & Visitors Bureau in recognition of the industry standard that developed across America. To fulfill its mission, the GBCVB attracts conventions and visitors to the Boston area through direct sales and marketing, the promotion of special events, the coordination of sales trips to major market centers and through various other marketing programs and activities.

The Bureau conducts active public relations and social media programs to promote Greater Boston in local, national and international consumer and trade publications. This effort results in a significant impact on the perception of Boston, Cambridge, and the surrounding cities and towns among travelers around the world.

The production and distribution of visitor publications is also a major part of the GBCVB's responsibilities to visitors. The agency provides a full range of visitor services each year to visitors, convention delegates, and press via our website, mail, telephone and in-person at the visitor information centers on the Boston Common and at Copley Place and at the two convention centers – Boston Convention & Exhibition Center and the Hynes Convention Center

The Greater Boston Convention & Visitors Bureau provides business leads and an extensive variety of marketing services to its members. GBCVB members include hotels, restaurants, retail stores, museums and attractions, cultural institutions, banks, various corporations and many types of services that benefit from attracting visitors to Boston and the region.

## DIVERSITY

### EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

The Greater Boston Convention & Visitors Bureau provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, marital status, amnesty or status as a covered veteran in accordance with applicable federal, state and local laws. The Greater Boston Convention & Visitors Bureau complies with applicable state and local laws governing nondiscrimination in employment in every location in which the company has facilities. This policy applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation and training.

The Greater Boston Convention & Visitors Bureau expressly prohibits any form of unlawful employee harassment based on race, color, religion, gender, sexual orientation, national origin, age, genetic information, disability or veteran status. Improper interference with the ability of Greater Boston Convention & Visitors Bureau's employees to perform their expected job duties is not tolerated.

We realize that Equal Employment Opportunity is a condition that can only be achieved by taking positive steps toward predetermined goals. Our basic goal is fair treatment of all employees. EEO will become a reality if every segment of our organization is involved. Therefore, we expect all employees to carry out their responsibility in the accomplishment of this goal.

### ANTI-HARASSMENT POLICY AND COMPLAINT PROCEDURE

The Greater Boston Convention & Visitors Bureau is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment. Therefore, the Greater Boston Convention & Visitors Bureau expects that all relationships among persons in the office will be business-like and free of bias, prejudice and harassment.

The Greater Boston Convention & Visitors Bureau encourages reporting of all perceived incidents of discrimination or harassment. It is our policy to promptly and thoroughly investigate such reports. The Greater Boston Convention & Visitors Bureau prohibits retaliation against any individual who reports discrimination or harassment or who participates in an investigation of such reports.

---

### DEFINITIONS OF HARASSMENT

Sexual harassment constitutes discrimination and is illegal under federal, state and local laws. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or c) such conduct has the purpose or effect of unreasonably

interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, whistling or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal or visual conduct of a sexual nature.

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal, written or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, gender, sexual orientation, national origin, age, disability, marital status, citizenship, genetic information or any other characteristic protected by law or that of his/her relatives, friends or associates, and that a) has the purpose or effect of creating an intimidating, hostile or offensive work environment; b) has the purpose or effect of unreasonably interfering with an individual's work performance; or c) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes epithets, slurs or negative stereotyping, threatening, intimidating or hostile acts, denigrating jokes, and written or graphic material that denigrates or shows hostility or aversion toward an individual or group and that is placed on walls or elsewhere on the employer's premises or circulated in the workplace, on company time or using company equipment via e-mail, phone (including voice messages), text messages, tweets, blogs, social networking sites or other means.

---

## INDIVIDUALS AND CONDUCT COVERED

These policies apply to all applicants and employees, whether related to conduct engaged in by fellow employees or someone not directly connected to the Greater Boston Convention & Visitors Bureau (e.g., an outside vendor, consultant or customer).

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

---

## COMPLAINT PROCESS

Individuals who believe they have been the victims of conduct prohibited by this policy statement or who believe they have witnessed such conduct should discuss their concerns with their immediate supervisor, Human Resources or any member of management.

When possible, the Greater Boston Convention & Visitors Bureau encourages individuals who believe they are being subjected to such conduct to promptly advise the offender that his or her behavior is unwelcome and request that it be discontinued. Often this action alone will resolve the problem. The Bureau recognizes, however, that an individual may prefer to pursue the matter through complaint procedures.

The Greater Boston Convention & Visitors Bureau encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken before relationships become irreparably strained. Therefore, although no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.

Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action.

Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.

Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately.

If a party to a complaint does not agree with its resolution, that party may appeal to the Senior Vice President of Administration or the President & CEO.

False and malicious complaints of harassment, discrimination or retaliation may be the subject of appropriate disciplinary action.

#### AMERICANS WITH DISABILITIES ACT (ADA) AND THE ADA AMENDMENTS ACT (ADAAA)

The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act, known as the ADAAA, are federal laws that prohibit employers with 15 or more employees from discriminating against applicants and individuals with disabilities and that when needed provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the position.

It is the policy of the Greater Boston Convention & Visitors Bureau to comply with all federal and state laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Furthermore, it is our company policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

The GBCVB will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation and/or if the accommodation creates an undue hardship to the Bureau. Contact the Human Resource department with any questions or requests for accommodation.

## EMPLOYMENT

### IMMIGRATION REFORM POLICY

It is the policy of the Greater Boston Convention & Visitors Bureau to employ only persons who are legally eligible to work in the United States. All Greater Boston Convention & Visitors Bureau employees who were hired after November 6, 1986 are required to fill out and sign a verification (I-9) form and furnish both proof of identity and eligibility to work in the United States. Newly hired employees must complete and sign the I-9 no later than the completion of the employee's first day of employment. The employee must also furnish the GBCVB with proof of identity and eligibility to work in the U.S. within three days of the first day of employment. This is in accordance with the Immigration Reform and Control Act.

If the employee is unable to present the actual document to satisfy the I-9 regulations within three business days of the date of hire, the employee will be terminated.

Any change to your legal right to work in the United States, such as immigration status, must be reported immediately.

### MASSACHUSETTS PAY EQUITY

The Greater Boston Convention & Visitors Bureau strongly believes in providing fair wages for all employees and complies with all aspects of the Massachusetts Pay Equity Law. This means we will not discriminate in any way on the basis of gender in the payment of wages, or pay any person in our employ a salary or wage less than the rates paid to employees of a different gender for comparable work, unless the reason for the pay differential is based on one of the equity laws exceptions.

Employees are encouraged to reach out to the Human Resources Department with any compensation related questions.

### INTRODUCTORY PERIOD

The first 90 days in any position are considered a probationary period. This probation applies to employees promoted or transferred to a new position, as well as to new hires. During probation, employees will receive instruction and training from their supervisors or co-workers. Employees who cannot perform satisfactorily at the end of the probationary period, despite their supervisor's efforts to correct poor work, can be discharged.

Promoted or transferred employees who fail to perform satisfactorily in their new positions will be returned to their original job, if possible. If the job has already been filled, the employee will be offered a comparable job, if possible, or a lower-rated position, if one is open. In either case, the employee must be qualified to perform the position in question.

Supervisors are responsible for counseling all employees who fail to meet job performance expectations. This counseling will take the form of regularly scheduled performance appraisals, as well as ongoing job instruction, guidance, and performance critique. An employee's failure to improve work habits and productivity after counseling can lead to discharge.



Completion of the introductory period does not entitle you to remain employed by the Bureau for any definite period. Both you and the Bureau are free, at any time, with or without notice and with or without cause, to end the employment relationship and your compensation.

#### EMPLOYEE CLASSIFICATION CATEGORIES:

All employees are designated as either nonexempt or exempt under state and federal wage and hour laws. The following is intended to help employees understand employment classifications and employees' employment status and benefit eligibility. These classifications do not guarantee employment for any specified period. The right to terminate the employment-at-will relationship at any time is retained by both the employee and the Greater Boston Convention & Visitors Bureau.

**NONEXEMPT EMPLOYEES** are employees whose work is covered by the Fair Labor Standards Act (FLSA). They are NOT exempt from the law's requirements concerning minimum wage and overtime.

**EXEMPT EMPLOYEES** are generally managers or professional, administrative or technical staff who ARE exempt from the minimum wage and overtime provisions of the FLSA. Exempt employees hold jobs that meet the standards and criteria established under the FLSA by the U.S. Department of Labor.

The Greater Boston Convention & Visitors Bureau has established the following categories for both nonexempt and exempt employees:

**REGULAR, FULL TIME:** Employees who are not in a temporary status and who are regularly scheduled to work the company's full-time schedule of a minimum of 30 hours per week. Generally, these employees are eligible for certain benefits subject to the terms, conditions and limitations of each benefits program.

**REGULAR, PART TIME:** Employees who are not in a temporary status and who are regularly scheduled to work less than the full-time schedule. Regular, part-time employees are eligible for some of the benefits offered by the company subject to the terms, conditions and limitations of each benefits program. Regular, part-time employees must work a minimum of 5 hours each week to be eligible for hourly sick leave benefits.

**TEMPORARY, FULL TIME:** Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work the company's full-time schedule for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status.

**TEMPORARY, PART TIME:** Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work less than the company's full-time schedule for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status.

Temporary workers are not eligible for company benefits unless specifically stated otherwise in company policy or are deemed eligible according to plan documents.

## JOB POSTINGS/INTERNAL TRANSFERS/PROMOTIONS

Employees with more than 6 months of service may request consideration to transfer to other jobs as vacancies become available and will be considered along with other applicants. At the same time, the Bureau may initiate transfers of employees between departments and facilities to meet specified work requirements and reassignments of work requirements.

It is the policy of the GBCVB to post job opportunities for positions to ensure that employees are aware of promotional opportunities and have access to upward mobility. All interested employees who meet the minimum qualifications of the posted position will be considered before active recruitment for external applicants is begun unless outside recruitment is considered to be in the Bureau's best interest.

## DISCIPLINARY ACTION

Every employee has the duty and the responsibility to be aware of and abide by existing rules and policies. Employees also have the responsibility to perform his/her duties to the best of his/her ability and to the standards as set forth in his/her job description or as otherwise established.

The Bureau supports the use of progressive discipline to address issues such as poor work performance or misconduct. Our progressive discipline policy is designed to provide a corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance issues. Our progressive discipline policy has been designed consistent with our organizational values, Human Resources best practices and employment laws.

Generally, the following steps may be used as a guideline for disciplinary purposes: The Bureau reserves the right to combine or skip steps in this process depending on the facts of each situation and the nature of the offense. The level of disciplinary intervention may also vary. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling and/or training; the employee's work record; and the impact the conduct and performance issues have on our organization.

- Verbal counseling and warning
- Written warning
- Probation and/or administrative leave
- Dismissal

These steps are only a guideline, are not all-inclusive and are not intended to apply to every situation. The Bureau reserves the right to eliminate one or more steps or to deviate from the outline as it deems necessary.

## STANDARDS OF CONDUCT

It is the policy of the GBCVB to establish and maintain high levels of ethical and professional conduct.

Employment with the GBCVB may be terminated by the employee or the GBCVB at any time for any reason whatsoever. The following list is by no means inclusive, but rather is indicative of the minimum standards the GBCVB **will not** tolerate:

- **ATTENDANCE**
  - Excessive tardiness
  - Excessive absences
- **POOR JOB PERFORMANCE**
- **RECORDING TIME**
  - Falsifying a time sheet
  - Unauthorized recording of time on another employee's time sheet
- **USE OF WORK TIME**
  - Causing, creating, or participating in a disruption of any kind
  - Engaging in any activity which might involve yourself or the Bureau in a violation of any federal, state or local law, rule or regulation
  - Soliciting other employees during his/her working time anywhere on Bureau premises. No employee may distribute any written material in (a) working areas at any time or (b) non-work areas (restroom, hallway) during his/her working time.
- **FALSIFICATION OF RECORDS - GBCVB PROPERTY**
  - Unauthorized use, removal, or destruction of records, employee lists, computer software programs, or other forms of GBCVB information without prior explicit permission of the department Director or President.
  - Unauthorized possession of the property or belongings of co-workers or visitors to the GBCVB.
- **INSUBORDINATION AND DISCOURTESY**
  - Using abusive or profane language
  - Having a disrespectful attitude
  - Making false public statements against a supervisor
- **ASSAULTING A PERSON**
- **DISCLOSURE OF CONFIDENTIAL INFORMATION**

## GARNISHMENT, ATTACHMENTS AND JUDGEMENTS

Under normal circumstances the Bureau will not assist creditors in the collection of personal debt from you. However, creditors including the IRS and Department of Revenue may resort to certain legal procedures such as garnishments, levies of judgment, which require the Bureau, by law, to withhold part of your earnings in their favor.

## SEPARATION OF EMPLOYMENT

Separation of employment within an organization can occur for several different reasons. It is the policy of the GBCVB that all terminations of employment, voluntary and involuntary, through resignations, retirement,

dismissal, layoffs or other reasons be processed through appropriate channels in a timely and lawful manner. An employee separating in good standing will be recognized for their service based upon their position and length of employment. Please review the details with the Human Resources Coordinator or the Sr. Vice President of Administration.

---

### Resignation

Although we hope your employment with us will be a mutually rewarding experience, we understand that varying circumstances cause employees to voluntarily resign employment. A Resignation is employment termination initiated by you and is your choice to leave the Bureau voluntarily. The GBCVB requests that employees who are resigning their employment state the reason for resignation and give at least two weeks written notice, and that department directors give at least 30 days' written notice. If an employee provides less notice than requested, the GBCVB may deem the individual to be ineligible for rehire depending on the circumstances regarding the notice given.

A written letter of resignation that specifies the termination date is signed and dated by you and forwarded to the Director of your department. **The Director forwards a copy of the letter of resignation to the Human Resources Coordinator for your personnel file and for insurance records and HR verifies vacation status. The payroll change form is then signed by the Sr. Vice President of Administration and the President & CEO and sent to the Finance department for payroll processing.** An exit interview must be scheduled with the Human Resources Coordinator prior to departure to complete the resignation process. It is the responsibility of the Director to notify the Human Resources Coordinator and the Director of Finance of your last day of work if different from the letter of resignation.

---

### Retirement

Voluntary retirement from active employment status is initiated by you. Employees who wish to retire are required to notify their department director and the Human Resources Coordinator in writing at least one month before the planned retirement.

---

### Job Abandonment

If you fail to report to work for three (3) consecutively scheduled workdays without notice to, or approval by your supervisor, you will voluntarily terminate employment with the Bureau. The only exception to this is if you had an emergency situation where contact to the Bureau was impossible. Continued employment in this situation will be at the discretion of the Bureau.

---

### Layoff

Layoff is involuntary employment termination initiated by the Bureau for non-disciplinary reasons.

---

## Discharge

Disciplinary actions, other than job termination, may be invoked at the Bureau's discretion in cases where other considerations, such as work record or reasonable explanation, are applicable and can be supported through documentation in your personnel file. Where lesser disciplinary actions are not sufficient, and termination is appropriate, the Bureau may act with or without prior notice to you and, with or without an opportunity for you to respond to any charges made against you in the Bureau's discretion. Employees of the Bureau are employed on an at-will basis, and the Bureau retains the right to terminate at any time.

---

## Rehire

Former employees who left the Bureau in good standing and were classified as eligible for rehire may be considered for reemployment. The applicant must meet all minimum qualifications and requirements of the position. Rehired employees begin benefits just as any other new employee. Previous tenure will not be considered in calculating longevity, leave accruals or any benefits. An applicant or employee who is terminated for violating policy or who resigned in lieu of termination from employment due to a policy violation will be ineligible for re-hire.

---

## Severance Policy

If an employee has been employed full-time at the GBCVB for a minimum of 20 years, they are eligible for up to a 3-month maximum severance.

---

## Exit Interview

The Human Resources Coordinator, prior to separation, will schedule a mandatory exit interview. The exit interview will afford an opportunity for you to discuss such issues as employee benefits, [COBRA](#) (Cobra information available in Benefits section) continuation of health care, life insurance conversion privileges, and return of Bureau owned property. Suggestions, complaints, and questions can also be voiced.

---

## RETURN OF COMPANY PROPERTY

The separating employee must return all Bureau property at the time of separation, including uniforms, iPads, computers, keys and identification cards and any company issued corporate cards. Failure to return some items will result in deductions from the final paycheck.

The separating employee shall contact the Human Resources Coordinator as soon as notice is given to schedule an exit interview. The interview will be on the employee's last day of work or another day, as mutually agreed on.

Health insurance terminates the last day of the month of employment, unless an employee requests immediate termination of benefits. Information for Consolidated Omnibus Budget Reconciliation (COBRA) continued health coverage will be provided. Employees will be required to pay their share of the dependent health and dental premiums through the end of the month.

## WORKPLACE EXPECTATIONS

### CONFIDENTIALITY

Our members, clients and other parties with whom we do business entrust the Bureau with important information relating to their businesses. It is our policy that all information considered confidential will not be disclosed to external parties or to employees without a “need to know.” If an employee questions whether certain information is considered confidential, he/she should first check with his/her immediate supervisor.

This policy is intended to alert employees to the need for discretion at all times and is not intended to inhibit normal business communications.

### CONFLICTS OF INTEREST

Employees must avoid any relationship or activity that might impair, or even appear to impair, their ability to make objective and fair decisions when performing their jobs. At times, an employee may be faced with situations in which business actions taken on behalf of the GBCVB may conflict with the employee’s own personal interests. Company property, information or business opportunities may not be used for personal gain.

Employees with a conflict-of-interest question should seek advice from management. Before engaging in any activity, transaction or relationship that might give rise to a conflict of interest, employees must seek review from their Vice President/Sr. Vice President or the Human Resources Coordinator.

### DIVERSITY GUIDELINES

The GBCVB is committed to diversity at all our programs, events, and conferences. The GBCVB believes that the ethnicity and diversity of our society and of the visitor industry must be reflective in our speakers and audience. To ensure action we are committing to the following guidelines for all future events. These guidelines pertain to GBCVB Staff and those who are directly representing the GBCVB at conventions, conferences and panel discussions. These Guidelines were adopted by the GBCVB Board of Directors on June 19, 2018.

#### **At GBCVB events, we will:**

- Seek the best and brightest to participate in our programs, regardless of gender, gender expression, sexual orientation, ethnicity, nationality, veteran status, disability, religion or age.
- Not hold any event with an all-male panel during any part of the program agenda.
- Ensure better gender balance, ethnicity, and diversity for our event steering committees to increase the probability of a greater diversity among speakers and attendees.
- Encourage all invited speakers who cannot participate to suggest other potential participants with an eye toward ensuring women and diversity among event speakers.

- Strive for gender balance on all GBCVB event planning committees and consider the inclusion of new members to correct an imbalance.
- Share these guidelines with our leadership team and all Bureau member companies.
- Publish a link and a summary statement of these guidelines on appropriate GBCVB event webpages.
- Seek the opinion of event attendees in post-event surveys about the effectiveness of these guidelines, e.g.; Was our commitment to diversity adequately demonstrated at this event? Did the implementation of the guidelines impact your participation in the event?
- Gather data to measure the diversity of invited speakers, selected speakers, and attendees.

**When GBCVB representatives are invited to participate in external events, we will:**

- Not participate as a panelist or moderator if the event panel is all-male.
- Strongly encourage the program’s organizers to consider their event’s need for inclusivity and share our events' guidelines with them as a reference tool.

**When organizations request GBCVB to partner or co-sponsor their event, we will require the organization to:**

- Adhere to the guidelines outlined above. If the organization cannot do so, we would then require written explanation for why they cannot do this, including their plan to meet diversity goals in future years, before GBCVB will agree to partner or co-sponsor the event.

**We encourage every organization to consider adopting these guidelines for their own events.**

## OUTSIDE EMPLOYMENT

Employees are permitted to engage in outside work or to hold other jobs, subject to certain restrictions as outlined below.

Activities and conduct away from the job must not compete with, conflict with or compromise the Bureau interests or adversely affect job performance and the ability to fulfill all job responsibilities. Employees are prohibited from performing any services for customers on nonworking time that are normally performed by the Bureau. This prohibition also extends to the unauthorized use of any Bureau tools or equipment and the unauthorized use or application of any confidential information. In addition, employees are not to solicit or conduct any outside business during paid working time.

Employees are cautioned to carefully consider the demands that additional work activity will create before accepting outside employment. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel or refusal to work overtime or different hours. If the Bureau determines that an employee’s outside work interferes with performance, the employee may be asked to terminate the outside employment.

Employees who have accepted outside employment may not use paid sick leave to work on the outside job. Fraudulent use of sick leave will result in disciplinary action up to and including termination.

## OFFICE HOURS

Normal working hours are from 8:30 a.m. to 5:00 p.m. with one hour for lunch. The normal work hours may be changed at the discretion of the President & CEO only. Any deviation of these hours must be approved **in writing** by the President & CEO and forwarded to the Human Resources Coordinator for record keeping. The switchboard is in operation from 8:30 a.m. to 5:00 p.m., Monday - Friday.

The Visitor Centers are open 7 days a week and hours may vary depending on the season.

Vacation and holidays must be scheduled with one's supervisor in advance. Sick leave may be used in the case of emergency or sudden illness without prior scheduling. Patterns of absenteeism or tardiness may result in discipline even if the employee has not yet exhausted available paid time off. Medical documentation within the guidelines of the FMLA may be required in these instances.

Not reporting to work and not notifying your supervisor of the absence is a no-call/no-show and is a serious matter. The first instance of a no call/no show will result in a final written warning. The second separate offense may result in termination of employment with no additional disciplinary steps. **A no call/no show lasting three days may be considered job abandonment and may be deemed an employee's voluntary resignation of employment.**

## ATTENDANCE AND PUNCTUALITY

Regular attendance is important to the efficient operation of the Greater Boston Convention & Visitors Bureau. Employees must make every effort to be on time and come to work every day. Unscheduled absences, late arrivals, and early departures must be kept to a minimum. **Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment.**

**Employees must notify their supervisor if they are going to be absent without prior approval** as close to the regular starting time as possible, preferably **within the first 20 minutes of the work day**. Employees with poor attendance records can be asked to provide a doctor's certificate to justify an absence due to illness or injury. Any employee who does not report to work for three consecutive days and does not provide proper notification to the Greater Boston Convention & Visitors Bureau is considered to have resigned voluntarily.

## ATTENDANCE TIMESHEETS

You are responsible for submitting your own attendance information to your immediate supervisor for approval every Monday for the previous week.

Upon approval, Directors should forward a signed summary of their department's weekly attendance to the Human Resources Coordinator every Monday. Directors must submit a copy of the hourly employee's timesheet to the Finance Department bi-weekly.



The Human Resources Coordinator will provide summary attendance reports to the full-time staff quarterly.

## ATTIRE AND GROOMING

As a professional and membership organization, all Bureau offices are visited frequently by the general public, vendors, customers and members. In observing the high standards of the Bureau, it is imperative that professionalism be projected at all times. Therefore, the following business dress should be adhered to at all times while you are at work and in attendance at or participating in Bureau sponsored functions.

The following is a sampling of what is not considered professional dress while on the job, and therefore is not permitted:

- Jeans
- Leather pants
- Bare midriff tops
- Tank tops
- Inappropriate length dress or skirts
- Hats or other head covering, except for religious reasons
- Skin tight leggings and stretch pants
- Sweatshirts and casual tee shirts
- Flip Flops or beach type shoes
- Any type of athletic shoe, unless for medical purposes
- Shorts
- Warm up suits

Exceptions to any of the above may be permitted by your supervisor if you will be performing duties that necessitate a less formal appearance, or if the dress is necessary to accommodate a disability or if required by your doctor. If you are traveling on Bureau business, you are requested to wear attire reflective of our organization

## MOBILE PHONE POLICY

Eligible employees will use their own mobile devices for business use and will receive a monthly allowance/reimbursement from the Bureau. It is the employee's responsibility to submit an expense report with a copy of the first page of the billing statement to receive the reimbursement.

- Eligible employees are department managers, director, VP, Sr. VP or employees approved by the Sr. Vice President or the President.
- Employees access to company data is limited based on user profiles defined by senior management.
- Employees may use their mobile device to access the following company resources: email, calendars and contacts.
- Devices must be presented to iCorps before they can access the BostonUSA email network.
- The GBCVB has a zero-tolerance policy for texting or emailing while driving and only hands free talking while driving is permitted.
- The Bureau reimbursement is presently a maximum of \$75.00 per month.
- Authorized international coverage must be approved by the Sr. Vice President or the President.
- Device must be password protected using the features of the device.

- All iPhone users are required to use iCloud and have FIND MY PHONE app enabled.
- Google Android users must have Android Lost – a remote find and wipe capability, and also lets you set a password and lock the SIM card slot.
- All other devices (check with individual manufacturers) require remote wipe capability.

## ELECTRONIC COMMUNICATION AND INTERNET USE

The following guidelines have been established for using the Internet, mobile phones and e-mail in an appropriate, ethical and professional manner:

Internet, company-provided equipment (e.g., iPads, laptops, and computers) and services may not be used for transmitting, retrieving or storing any communications of a defamatory, discriminatory, harassing or pornographic nature.

The following actions are forbidden: using disparaging, abusive, profane or offensive language; creating, viewing or displaying materials that might adversely or negatively reflect upon the Bureau or be contrary to the Bureau's best interests; and engaging in any illegal activities, including piracy, cracking, extortion, blackmail, copyright infringement, and unauthorized access of any computers and Bureau-provided equipment such as laptops and iPads.

*Email usage:* Any use of the GBCVB's network and connection must follow the Bureau's confidentiality and data protection (WISP) policy found in **Appendix B**. Employees shall keep their passwords secret at all times and log into their GBCVB accounts only from safe devices and must use Strong passwords to log into work related websites and services.

*Mobile Devices:* Staff can use their own device to access work email however, employees should not use your GBCVB email address to:

- Register to illegal, unsafe, disreputable or suspect websites
- Send obscene, offensive or discriminatory message content
- Send unauthorized advertisements or solicitation emails
- Sign up for competitor's services unless authorized

## SOCIAL MEDIA – ACCEPTABLE USE

### GBCVB SOCIAL MEDIA POLICY FOR EMPLOYEES

*Guidelines for functioning in the digital world are the same as the values, ethics and confidentiality policies*

*GBCVB **employees** are expected to follow every day.*

- GBCVB employees are perceived representatives of the Bureau, even during non-working hours. As an employee, you should exercise good judgement when using electronic media. Protecting the Bureau's reputation in the community is every employee's responsibility.
- Employees should understand that nothing is anonymous on the Internet;

- Employees should understand that electronic communications using the Bureau's computers are not confidential or private, and may be accessed by the Bureau at any time;
- The Bureau has the right to access any data and information regarding the Bureau from an employee's public social media tools, even if the data resides in off-site servers;
- Employees shall not disclose any confidential or privileged information about the Bureau or employees through social media;
- Employees should not imply or state that they represent the views of the Bureau (except where assigned by Management to do so as part of their job) and must clearly represent that their views are their own. Employees may not post information that may reflect negatively on the Bureau (unless protected by law);
- The Bureau's rules prohibiting discrimination, harassment, and threats of violence apply to online communication as well as verbal communication;

The GBCVB communicates through and monitors the following social media channels:

- [Facebook](#)
- [Twitter](#)
- [Pinterest](#)
- [Instagram](#)
- [YouTube](#)
- [Blog](#)

## FACEBOOK

The Greater Boston Convention & Visitors Bureau (GBCVB) maintains a Facebook page under the name [BostonUSA](#) where we share valuable visitor and local information as well as deals and events in the city. We respond to comments and messages in a timely manner and always assist whenever possible. We encourage a high level of engagement from our community, visitors and member companies. Our Facebook page is managed by various staff members of the GBCVB.

**TWITTER** The GBCVB raises awareness and informs the public about various key information and events in the city through our Twitter account, @visitboston. We engage our local and visitor audience through this account by answering questions, giving suggestions or simply informing the public.

**PINTEREST** The GBCVB maintains and continually adds new content/boards to our Pinterest account, [pinterest.com/bostonusa](#). We interact with potential visitors as well as our local community with a variety of boards.

**INSTAGRAM** The GBCVB manages an Instagram page, [instagram.com/visitboston](#) and we encourage interaction by use of our hashtag (#BostonUSA) which allows visitors and locals alike to share their images/experiences in Boston. Use of this hashtag provides the Bureau with permission to 'regram', or

re-post.

**YOUTUBE** The GBCVB manages a YouTube account under the name GBCVB - youtube.com/gbcvb. We publish our video content to this website.

**VIMEO** The GBCVB manages a Vimeo account under the name GBCVB - vimeo.com/gbcvb. We publish our video content to this website, as well.

**HUBA HUBA BLOG** The GBCVB manages a blog, and we encourage visitors and locals to visit the blog and comment/subscribe to the blog for valuable information.

## GBCVB SOCIAL MEDIA POLICY FOR OFFICIAL ACCOUNTS

*Guidelines for functioning in the digital world are the same as the values, ethics and confidentiality GBCVB policies **official social media administrators** are expected to follow every day.*

### Best Practices

- Tone and messages are upbeat and welcoming to reflect the job role of a destination ambassador.
- When borrowing content from an external source, credit the source (i.e. artist, photographer, etc.)
- Passwords should be updated bi-annually and follow a two-factor authentication.
- On Instagram, GBCVB uses 'regrams' as part of a user-generated media strategy; we re-post photos from another user's account if they tag their media with our established hashtag: #bostonusa.
- Social media representatives are prohibited from disseminating messages that contain:
  - Profanity and vulgar or abusive language;
  - Threats of physical or bodily harm;
  - Sensitive information (for example, information that could compromise public safety);
  - Offensive terms that target specific ethnic or racial groups;
  - Reproduced or borrowed content that reasonably appears to violate third party rights.

## SOLICITATIONS, DISTRIBUTIONS AND POSTING OF MATERIALS

The Bureau prohibits the solicitation, distribution and posting of materials on or at company property by any employee or nonemployee, except as may be permitted by this policy. The sole exceptions to this policy are charitable and community activities approved and supported by Bureau management and company-sponsored programs related to the GBCVB's products and services.

### Provisions:

- Non-employees may not solicit employees or distribute literature of any kind on company premises at any time.
- Employees may only admit non-employees to work areas with management approval or as part of a company-sponsored program. These visits should not disrupt workflow. An employee must accompany the non-employee at all times. Former employees are not permitted onto company property except for official company business or accompanied by a current employee.
- Employees may not solicit other employees during work times, except in connection with a company-approved or sponsored event.
- Employees may not distribute literature of any kind during work times or in any work area at any time, except in connection with a company-sponsored event
- The posting of materials or electronic announcements are permitted with approval from Human Resources.

Violations of this policy should be reported to the Human Resources Coordinator.

## EMPLOYEE PERSONNEL RECORDS & FILES

Employee files are maintained by the Human Resource department and are considered confidential. The department directors and supervisors may only have access to personnel file information on a need-to-know basis.

The department director or supervisor considering the hire of a former employee or transfer of a current employee may be granted access to the file, or limited parts of it, in accordance with antidiscrimination laws.

Representatives of government or law enforcement agencies, in the course of their duties, may be allowed access to file information.

Massachusetts State Law requires employers of 20 or more employees to keep the following information in each employee's personnel file:

- Name
- Address
- Date of Birth
- Job Title
- Job Description

It is the responsibility of the employee to notify the Human Resources Coordinator and the Director of Finance concerning a change in:

- Address and telephone number
- Legal name
- Marital status
- Number of dependents
- Person to be notified in case of emergency
- Changes in beneficiaries

Former and present employees, upon written request to the Senior Vice President of Administration, may review their personnel file. Please see the “Employee Access to Personnel Files” policy for further information.

## EMPLOYEE ACCESS TO PERSONNEL RECORDS

This policy sets out the conditions under which employees are permitted to review their own personnel records. All employees can request to see their personnel records once each year. The Senior Vice President of Administration can approve exceptions under which employees can inspect their personnel records more frequently.

---

### SECTION ONE: PERSONNEL RECORDS SUBJECT TO REVIEW

Employees generally have access to the following types of records:

- Personnel action forms, including those for hiring, promotions, salary changes, and job title changes;
- Form I-9 Employment Eligibility Verification Form, and other documents related to employment eligibility;
- Form W-4 and related tax withholding information;
- Timesheets and/or attendance records;
- Performance appraisals;
- Awards and commendations;
- Accident reports;
- Warnings, reprimands, and other documents related to disciplinary actions (excluding documents prepared in connection with ongoing investigations. See Section Two.);
- Grievances filed by the employee;
- Medical records (See Section 2 for information on excluded medical documents.);
- Workers’ compensation information, including claims, first notice of injury reports, and medical reports;
- Fringe benefit enrollment and election forms, including designation of beneficiary forms;
- 401(k) enrollment and election forms;
- Emergency contact information; and
- Biographical information.

*NOTE:* GBCVB retains documents in accordance with record retention requirements under federal and state law. After the expiration of the applicable retention period, the records are destroyed. Consequently, certain historical documents might not be available for review.

---

## SECTION TWO: RECORDS EXEMPT FROM REVIEW

The following types of documents are not part of an employee's general personnel records and **are not** accessible to employees:

- Pre-employment reference information, including letters, telephone notes, and memoranda secured from the employee's prior employers or persons who are not current employees of GBCVB;
- Medical records created or obtained by GBCVB that an employee can obtain directly from his or her physician or directly from a health care provider;
- Records relating to ongoing investigations of policy violations, prohibited conduct, or criminal offenses;
- Documents developed or prepared for use in grievance or court procedures; and
- Documents related to staff planning or business planning, including management succession plans, management bonus plans, and job assignment plans.

---

## SECTION THREE: ACCESS BY EMPLOYEE

Employees wanting to inspect their personnel records must file a Request to Review Personnel Records Form with Human Resources. A sample form is found in **Appendix C** of this manual. Within five days of receiving an employee's request form, the Senior Vice President of Administration schedules an appointment during which the employee can review his or her files. All appointments are scheduled during regular business hours.

All personnel record inspections take place in the presence of the Senior Vice President of Administration. The employee cannot remove any files from the office.

---

## SECTION FOUR: COPIES

Employees can make handwritten notes to record information included in their personnel records. An employee can request photocopies of any documents that the employee previously had provided to the employer or that had previously been provided to the employee. Copies of the documents are provided to the employee within a reasonable period of time after a request has been made.

---

## SECTION FIVE: CORRECTIONS

Employees are encouraged to provide the Human Resources Coordinator and the Finance department with accurate and up-to-date personal information—for example, home address, telephone numbers, tax withholding information, and emergency contacts.

An employee can add a statement to qualify or counter information in their personnel files. Statements must be reviewed by the employee's supervisor before being placed in the personnel file. Supervisory approval of an employee's statement is not required as a condition of having the statement included in the employee's file as long as the statement is factually based and directly relevant to the employee's performance or employment qualifications.

## PRIVACY AND DATA SECURITY

The Greater Boston Convention & Visitors Bureau is required to keep and safeguard a great deal of customer and employee personal information and we maintain a data breach insurance policy. Data protection is essential to maintaining the trust that our customers and employees have in the Greater Boston Convention & Visitors Bureau.

Massachusetts law requires that we take all reasonable steps to safeguard the security of “Personal Information” (“PI”) about employees and/or customers. Massachusetts data security regulations (effective March 2010) require the protection of PI (whether in paper or electronic form), which includes an individual’s last name plus either his or her first name or first initial combined with one or more of the following:

- Social Security Number (“SSN”)
- Driver’s license or state-issued identification number
- Financial account numbers
- Credit or debit card numbers

While the Greater Boston Convention & Visitors Bureau has many security measures in place to protect and secure our customers’ and employees’ personal information (secure storage, firewalls, encryption, password controls, etc.), the success of any data protection program depends on our employees. Therefore, the following will be required in order to comply with the law and with our responsibility as a good corporate citizen:

As previously mentioned the Greater Boston Convention & Visitors Bureau has enacted a comprehensive written information security program (“WISP”), which has been disseminated to all employees with access to PI. The WISP is available for review by all employees and located in **Appendix B** and the Human Resources Office.

Employees with access to PI will be required to participate in data security training to ensure they understand their roles and responsibilities as they relate to handling and safeguarding PI.

Any data security violation or breach affecting PI of the Greater Boston Convention & Visitors Bureau customers or employees must be reported promptly and without delay to the Human Resources Coordinator and/or the Vice President of Operations so that we may promptly initiate the remedial procedures outlined in our data security program.

Only authorized employees with a business need-to-know or need-to-access PI may access customer or employee PI. Employees may not print PI unless necessary for business reasons.

Employees may not leave PI unsecured in a workspace and must lock file cabinets/rooms where PI is stored at all times (day and night).

Employees must follow all data destruction procedures for PI outlined in our data security program. Paper copies containing PI must be burned, pulverized, redacted, or shredded. The Greater Boston Convention & Visitors Bureau’s policy is to follow the best practice of shredding all documents containing PI with a Level 3 shredder or above. Electronic files containing PI must be destroyed or erased.

Employees may not maintain or transport off the Bureau premises electronic or paper files containing PI unless necessary for business reasons. If it becomes necessary to transport electronic files with PI for business reasons, this must be done on a Bureau authorized computer or electronic device that meets Bureau standards for encryption.



Employees must maintain the secrecy of all individual passwords and may not share passwords with co-workers or others unless approved by the Vice President of Operations.

Violations of Massachusetts data security laws may have serious civil and criminal ramifications for both the Bureau and for the individual violator. Additionally, any employee violating this policy may be subject to disciplinary action, up to and including termination.

The Greater Boston Convention & Visitors Bureau is committed to employee and customer data security and protection. Our goal is to provide our customers with exceptional service, and the highest quality products, while making every effort to safeguard confidential personal information. We take data security extremely seriously, and all employees are expected to fully comply with all Bureau policies regarding data security and PI. If you have any questions about handling PI, please contact the Vice President of Operations or the Human Resources Coordinator.

## PERSONAL CALLS

The GBCVB discourages the use of its telephone system or cell phones for personal phone calls. It is expected, however, that during the course of a normal workday, employees will make and receive personal phone calls within reason and of reasonable duration.

**Collect calls to the GBCVB will not be accepted from staff or clients.**

## INCLEMENT WEATHER

The President & CEO will make the decision as to whether the GBCVB will be closed or delayed opening due to emergencies.

Office closing or delayed opening will be determined by 6:30 am. An email will be sent out to all staff stating the status. If you do not have access to email, please call your director prior to departing for the office.

If the office is **not** officially closed, the following are some guidelines to remember:

- Hourly classified employees who don't report to work, report late, or leave work before the end of the work day because of weather conditions will be allowed to make up lost time during the remainder of the work week, as much time as is beneficial to the work unit. Make up time shall be at the regular rate of pay. Hourly employees may also take leave without pay to cover absences.
- Salaried classified employees may use available vacation, compensatory time or leave without pay to cover inclement weather absences.
- The Bureau is not a city or state agency thus if the Governor or the Mayor of Boston closes state or city government offices, this **DOES NOT** mean the GBCVB offices are closed.

## CONFERENCE ROOM

The Main office has a conference room available for meetings. To schedule the use of the conference room for meetings, please record the date, time, and your name in the Master Schedule Book maintained at the front desk. The conference room should be left cleaned, TV and computers shut down and materials, which do not belong, removed after each meeting.

## KITCHEN AREA

Microwave oven, toaster, refrigerator and water cooler may be provided for the staff's convenience in the Main office. All employees are responsible for keeping the kitchen and equipment clean on a daily basis. Copley Place Management **is not contracted to clean the microwave and toaster. The refrigerator is generally cleaned once a month** and please be advised that **items left in the refrigerator at any time may be tossed out if not appropriately stored in containers and labeled.** Please notify the Operations Manager if equipment needs repairs or if supplies need to be replenished.

## MAILBOX/FAX

Employees in the Two Copley office have mailboxes located in the mail room for receiving outside and inter-office mail. Outgoing mail bins are also located in this area and fax files are located near the fax machines. Employees should check regularly for mail and faxes. A secure fax for credit card payments is located in the Finance Department.

## OFFICE ENVIRONMENT

It is important to maintain a professional business atmosphere at the GBCVB and we ask that all employees keep their work areas and common areas neat and clean.

## BUILDING AND OFFICE ACCESS

---

### COPLEY PLACE ACCESS

Employees requiring access to the GBCVB offices will be required to show a picture ID to access the building. All new employees as well as interns should coordinate arrangements for receiving a security badge with the Human Resources Coordinator.

---

### OFFICE ACCESS CODES FOR GBCVB COPLEY OFFICE

Employees will be given a confidential access code to the Copley Place GBCVB office side door by Human Resources. This code is to be used strictly by employees only and kept confidential. Anyone needing access to any of these areas or codes should see the Human Resources Coordinator.

## PERSONAL VALUABLES

Money, pocketbooks and other personal valuables should not be left in desks or in unprotected areas. The GBCVB is not responsible for losses of this kind.

## PETTY CASH

Petty cash is available from the Finance Department for small cash purchases. Petty cash requests are limited to a maximum of \$100.00 per request. If you require cash in larger amounts, you must request it as an advance via a check request approved in advance by the department director. Petty cash forms may be obtained from the Finance Department.

## CHECK REQUESTS

Check requests are used for all payments made by the GBCVB that are not submitted by a vendor's invoice. Checks are normally written every Thursday and require a minimum of one week to process. A check request over \$25,000 must be approved in advance by the President & CEO and the Sr. Vice President.

## PURCHASE ORDERS

Purchase orders are required for all goods and services purchased except for U.S. Mail and UPS. Employees do not have the authority to commit the GBCVB to any expenditure without obtaining a properly authorized purchase order.

Purchase order forms are available from the Finance Department. Employees must sign out for a purchase order and record on a log sheet the account and department number, description and amount. Note the above dollar amounts in check requests for the approval policy.

After the purchase order is approved by the department director and Finance Department, the employee may contact the vendor with purchase order number and commit to the expenditure.

## EXPENSE REPORTS

The GBCVB will reimburse employees for reasonable and proper expenses incurred in the conduct of the Bureau's business.

Generally, the employee traveling should provide a written estimate of the anticipated costs (e.g., airfare, hotel accommodations, meals, registration fees, etc.) for advance approval by the Department Director/Vice President/Sr. Vice President and/or the President. (All travel expenses must be within departmental limits established in the GBCVB's annual budget.)

Prudent judgment must be exercised when incurring travel and/or business expenses. Good business practice requires that all expenditures be clearly and correctly recorded; that any unusual amount be fully explained in

writing. Receipts must be provided for lodging and all other expenses for which receipts are normally obtainable. If receipts are lost or otherwise not available, a written explanation of their unavailability must accompany the expense report. Such a written explanation shall in addition to explaining why a receipt is unavailable, specify the date of the expenditure and where incurred (place of purchase). Under federal law, expenses without a receipt may be reimbursed up to \$25.

Department Director/Vice President/Sr. Vice President and/or the President are responsible for reviewing all travel/business expenses to be charged to their budget, and for verifying that such expenses are reasonable and proper and in accordance with the GBCVB Travel and Business Expense Policy and Procedure and within budget. Their signature on the Expense Report indicates that such responsibility has been satisfied and is required before the report will be accepted for processing by the Finance Department. Expense reports for the President & CEO are reviewed and approved by the Sr. Vice President and the Director of Finance.

#### COMPANY CREDIT CARDS

Certain employees are issued a company American Express credit card with the annual fee paid by the GBCVB. The employee is responsible for paying the charges each month by the payment deadline and therefore must submit their expense report promptly so that they are reimbursed in time to pay the monthly charges. Failure to do this will result in discontinuation of the credit card. Any credit card charges over \$25,000 will not be approved without two signatures (President and the Sr. Vice President) and any amount over \$50,000 must also have Executive Committee approval.

#### MAIL AND POSTAGE

The GBCVB records the use of postage by departments. Outgoing mailboxes are located in the Copy Room. Each department is responsible for depositing their outgoing mail prior to 4:00 pm. Large mailings should be coordinated in advance with the Operations Manager.

A monthly summary report of postage and UPS utilization is distributed monthly to the Finance Department by the Operations Manager for budget allocations.

#### MEMBERSHIP OPEN HOUSE

These networking functions are usually held the first Wednesday of each month at a member location. All exempt staff are encouraged to attend.

#### GENERAL SAFETY

The GBCVB regards the personal health and safety of each employee to be of primary importance. Every effort will be made to provide a work place free from unsafe conditions and to provide adequate safety equipment.

## FIRST AID

A First Aid Kit for minor injuries is located in the kitchen. Please let the Human Resources Coordinator know if supplies need to be reordered.

## COMPENSATION

### PERFORMANCE AND SALARY REVIEW

Performance appraisals are conducted on an annual cycle for full time employees and on an established date each year.

The appraisal process and evaluation of performance provides the basis of understanding to (1) award merit increases, (2) clarify job responsibilities and expectations, (3) establish objectives for the next review period, (4) modify job descriptions, and (5) initiate discussion and planning for job enrichment and career opportunities.

The performance appraisal will be discussed by employee and manager to ensure that all strengths, areas for improvement and job goals for the next review period have been clearly communicated. Performance evaluation forms will be retained in the employee's personnel file.

Performance documentation and discussion may occur more frequently when an employee's performance changes drastically or is extremely erratic or if employee requests a performance discussion.

New employees and transferred/promoted employees should receive formal performance appraisals at the conclusion of their 90-day probationary period, again at six months, and at the end of one year in their position. Salary adjustments may be granted on the basis of merit with recommendations from their department director and approval by the President. A sample of the GBCVB's performance review form is included in **Appendix D** of this manual however, additional approved forms may also be used.

Merit increases are based on Bureau performance and financials and are not guaranteed. A performance review does not always result in an automatic salary increase. The employee's overall performance and salary level relative to his/her position responsibilities are evaluated to determine if a salary increase would be warranted.

Budget allocations for merit increases are authorized by the President & CEO and are planned for and allocated before the start of each calendar year. The annual salary increase program is designed to assist management in planning and allocating merit and promotional increases that reward individual performance, that are market competitive and that are internally equitable.

Salary adjustments are occasionally requested or warranted at times other than the employee's scheduled annual salary reviews. Out-of-cycle salary increases must be preapproved by the Senior Vice Presidents and President to ensure internal equity and compliance with Bureau policies and guidelines.

## PAYMENT OF WAGES

Two weeks' salary is paid every other Friday to cover the current week and one week in advance for salaried employees. Hourly employees are paid for the previous week and current week. The salary deductions are based upon federal and state withholding forms, which are submitted to the Finance Department upon employment. To request an explanation of a salary change, which you question or do not understand, consult with the Finance Department concerning the nature of deductions and contributions. It is the Bureau's policy that employee paychecks will only be given personally to that employee or mailed to his/her home address. Or directly deposited into the bank account the employee has provided.

If the normal payday falls on a Bureau-recognized holiday, paychecks will be distributed one workday before the aforementioned schedule.

Employees may be paid by check or through direct deposit of funds to either a savings or checking account at the financial institution of their choice. Direct deposit information may be obtained from the Human Resources Coordinator or the Director of Finance.

In the event of a lost paycheck, the Director of Finance must be notified in writing as soon as possible and before a replacement check can be issued. In the event the lost paycheck is recovered and the Bureau identifies the endorsement as that of the employee, the employee must remit the amount of the replacement check to the Bureau within 24 hours of the time it is demanded.

If an employee's marital status changes or the number of exemptions previously claimed increases or decreases, a new Form W-4 must be submitted to the Finance department.

Except for extreme emergencies and vacation pay, no salary advances will be made unless approved by the Senior Vice President of Administration or the President & CEO.

## OVERTIME PAY (NONEXEMPT EMPLOYEES)

Nonexempt employees who exceed 40 hours of work time in a workweek will be paid time and one half. No compensatory time will be offered. All overtime must be approved in advance by Vice President/ Sr. Vice President.

Paid leave, such as holiday, sick or vacation pay, does apply toward work time.

Employees who anticipate the need for overtime to complete the week's work must notify the supervisor in advance and obtain approval before working hours that extend beyond their normal schedule.

During busy periods employees may be required to work extended hours.

## ON-CALL PAY (NONEXEMPT EMPLOYEES)

An on-call employee who is called back to work outside his or her normal work schedule shall be paid for the time worked or a minimum of four hours, whichever is greater.

Time worked while on call will be calculated at the employee's regular rate of pay. If an employee is called back to work, he or she will be paid for travel time. If an on-call employee is not called back, no pay will be earned. Overtime compensation is applicable only when total hours worked exceed 40 hours in a workweek.

#### COMPENSATORY TIME FOR EXEMPT EMPLOYEES

Exempt (salaried/full-time) employees by the nature of their positions may be required to work hours in excess of their regular work schedule. Normally, they are not compensated for this time; however, exempt employees may be given consideration for excess overtime hours worked during a weekend.

Compensatory time off for **weekend work** may be granted as follows:

- Granted 8 comp hours for working one day
- Granted 16 comp hours for working two days

Compensatory time off should be **used within the quarter earned** and is not available to non-exempt and/or hourly employees, directors and those in higher executive positions.

The Vice President/Sr. Vice President must approve all compensatory time off in advance and form should be submitted to Human Resources Coordinator for record keeping. Compensatory time is not a vested benefit, cannot be accumulated if not used at the time granted, and will not be paid upon separation. A sample form is found in **Appendix E** of this manual

#### EMPLOYEE TRAVEL AND REIMBURSEMENT

Travel and business expenditures by employees of the GBCVB require controls to ensure consistency and accountability for these expenditures. A Travel and Business Expense Policy and Procedure is in **Appendix F**

#### TIME OFF/LEAVES OF ABSENCE

##### HOLIDAY PAY

The Bureau recognizes the following holidays each year:

- |                          |                          |
|--------------------------|--------------------------|
| • New Year's Day         | January 1st              |
| • Martin Luther King Day | 3rd Monday in January    |
| • President's Day        | 3rd Monday in February   |
| • Memorial Day           | last Monday in May       |
| • Independence Day       | July 4th                 |
| • Labor Day              | 1st Monday in September  |
| • *Columbus Day          | 2nd Monday in October    |
| • *Veteran's Day         | November 11              |
| • Thanksgiving Day       | 4th Thursday in November |
| • Christmas Day          | December 25              |

The Copley office may close early the day before July 4<sup>th</sup>, Thanksgiving, Christmas and New Year's.

All salaried employees are eligible for holiday pay starting with the first day of employment.

All salaried employees who are required to work on Columbus Day or Veteran's Day may earn a floating holiday in exchange for working on that day with advance approval by Vice President/Sr. Vice President. All hourly employees are eligible for paid holidays only when they occur on a normally scheduled work day.

GBCVB paid holidays are considered time worked for the purpose of computing overtime.

Hourly employees who are requested to work on a holiday will be paid at the overtime rate of pay of 1½ times their normal wage rate of pay.

#### HOLIDAYS FOR THE VISITOR INFORMATION CENTERS

The Information Centers at the Boston Common and Copley Place will be closed on Thanksgiving Day, Christmas Day and New Year's Day only.

Full-time Salaried staff may earn a floating holiday in exchange for working any of the mentioned "floating" holidays.

#### RELIGIOUS HOLIDAYS

Request for absence for religious observance should be approved by the Vice President/Sr. Vice President and the Human Resources Coordinator should be notified of approval of this request. Religious holidays are unpaid holidays.

#### VACATION

The standard vacation for Exempt full-time employees is 10 days each calendar year. Department directors have a standard vacation of 15 days each calendar year. The President & CEO may approve any further vacation allotments at his/her discretion.

For the first three calendar years of employment, vacation days are accrued each month. New employees begin to accrue vacation time 30 days after their start date. All employees will be granted their vacation allotment beginning the fourth calendar year of employment. Following the fifth and tenth anniversary of employment, an employee may become eligible for an additional week of annual vacation. However, **this benefit is now capped at an additional 2 weeks for a maximum total of 5 weeks' vacation per calendar year. Upon approval by the department Director, employees whose anniversary of employment occurs in the last quarter of the year may elect to postpone this additional week until the beginning of the following year but must use this week by the end of the first quarter. The director must notify the Human Resources Coordinator if an employee elects this postponement.**



Vacation time is expected to be used in the year it is earned and therefore may not be carried over from year to year **except** when approved by the President& CEO. A written request to carry over a maximum of **5** vacation days must be submitted to the President & CEO stating **the exceptional circumstances which prevented use of this time, and the dates planned to use this vacation**. This should not be a yearly occurrence. If the President & CEO approves the request, the information should be forwarded to the Human Resources Coordinator.

Vacation days are recorded on an hourly, half-day (4 hours) or full-day (8 hours) basis.

Employees should request vacation for more than one day at least ten days prior to the effective date of the vacation.

Requests for vacation time should be submitted on the appropriate form which is found in **Appendix G** of this manual, approved by your department director, or Vice President/Sr Vice President/President& CEO and forwarded to the Human Resources Coordinator.

When a paid holiday falls within an employee's vacation period, the paid holiday will not be considered vacation and the vacation may be extended by the number of paid holidays.

If a regularly scheduled payday falls within an employee's vacation period, the paycheck may be requested prior to that vacation. Requests for advanced vacation pay, however, should be made at least two weeks prior to the last day worked.

**Employees must be actively at work for 30 days for vacation time to be accrued.**

At the time of termination, the Greater Boston Convention & Visitors Bureau shall pay an employee for any accrued but not taken vacation time according to the following schedule:

LENGTH OF SERVICE	MAXIMUM ACCRUAL AMOUNT ANNUAL VACATION	HOURLY ACCRUAL RATE PER PAY PERIOD (26)
*LESS THAN FOUR YEARS	1 DAY FOR EACH MONTH COMPLETED	3.1
4 YEARS	80 HOURS (10 DAYS)	3.1
5 YEARS AND THEREAFTER	ALL EARNED UNUSED TIME	

\*Terminating employees who have not completed their 90-day introductory period will not receive payment for unused vacation time.

## SICK POLICY

---

### Earned Sick Leave Policy as of July 1, 2015 – Full-time Salaried

**Eligibility** - This policy applies to all full-time individuals that may be receiving wages from GBCVB who primarily work in Massachusetts. This policy does not apply to independent contractors, unpaid interns receiving academic credit for their placement, employees who primarily work in a state other than Massachusetts or temporary employees that are employees of a temporary employment firm or other third party providing employees to GBCVB through a written contract or other formal agreement.

**Permitted uses** – sick days may be used for one or more of the following purposes as authorized by law:

- Care for the employee's child, spouse, parent or parent of a spouse
- Care for the employee's personal medical condition
- Attend routine medical appointment for employee or employee's child, spouse, parent, or spouse's parent
- To address the psychological, physical, or legal effects of domestic violence
- Travel to and from an appointment, pharmacy, or location related to sick leave purpose.

**Pay Rate** – An employee who is eligible for leave under this policy will be paid based on the employee's regular rate of pay. For the purposes of this policy, an employee's rate of pay will be determined as follows:

- The rate of pay that the employee would have earned at the time the paid time-off was taken.
- Commissioned employees – the greater of the base wage excluding commissions or the current minimum wage.

**30-Day Waiting Period** – New Employees begin to earn sick days on date of hire however new employees must have been employed at least 30 days before they use their sick days.

**Benefit Year** - For the purposes of providing sick time benefits, the GBCVB has adopted the 12-month calendar year period as the Benefit Year for this policy.

The Benefit Year will be used to determine and track annual accrual and use of earned sick time under this policy.

---

### FULL TIME SALARIED PAID TIME-OFF

Full time salaried employees will accrue one sick day per month worked not to exceed 10 days for the first four years of employment. On the fifth year of employment, employees will get 10 sick days per year at the start of the Benefit Year.

#### Use of Earned Sick Time

- Eligible employees may use **up to** ten sick days per year for the reasons permitted under this policy per Benefit Year.
- Time taken under this policy will be charged in the minimum increment of one hour.
- Sick time may not be used as an excuse for tardiness without an underlying permitted use.
- Employees will not be subject to any disciplinary action when using accrued time-off for permitted uses.

**Breaks in Service** – Employees who have left the Bureau and are rehired will retain prior service time related to sick time and prior accruals upon rehire as follows:

- Break in service of 4 months or less – retain prior service time and prior earned sick time accrual
- Break in service > 4 months up to 12 months – retain prior service time and prior earned sick time accrual if prior accrual is 10 or more hours
- Break in service > 12 months – no retention of prior service time or prior accruals

**Limitations on the Use of Sick Time** – sick time may not be used for the following reasons:

- As an excuse to be late to work without advance notice of a qualifying use
- Having a clear pattern of using sick days before weekends, vacations, holidays.
- For purposes not authorized under the law
- Sick days are not a vested benefit and will not be paid upon termination
- Sick days are not considered time worked for purposes of computing weekly overtime
- **Unused sick days cannot be carried over into the new calendar year**

Any employee found to have violated this section may be subject to discipline up to and including termination of employment.

**Notification** – Any employee intending to use sick days must notify the GBCVB within ½ hour of their shift and up to seven days in advance if the reason for the leave is foreseeable.

- In the case of emergency, notification is required as soon as possible considering the particular circumstances
- Notice may be provided by the employee or his or her spouse, adult family member or other responsible party
- Notice of absence is required on a daily basis, even if the absence occurs over multiple days, unless the circumstances make it unreasonable for the employee or other responsible party to provide notice
- An employee does not have to reference earned sick time when requesting time-off to be eligible to receive paid earned sick time

---

## DOCUMENTATION

- Documentation of the use of sick time will be required in each of the following situations within 7 days after taking of the sick time:
  - exceeds 24 consecutively scheduled work hours;
  - exceeds 3 consecutive days on which the employee was scheduled to work;
  - occurs within 2 weeks prior to an employee's final scheduled day of work before termination of employment, except in the case of temporary employees (i.e. "temp workers");
  - occurs after 4 unforeseeable and undocumented absences within a 3-month period; or
  - For employees aged 17 and under, occurs after 3 unforeseeable and undocumented absences within a 3-month period
- The failure of the employee to document the use of the sick time may result in the time not being counted as sick time and a corresponding amount of wages being deducted from the employee's pay
- In some instances, related to safety concerns, employees will be required to provide fitness for duty certification prior to returning to work following an absence

- Any employee requesting sick time will be asked to certify that the use of the sick time was for one or more of the permitted reasons no later than 7 days following the employee's return to work.
- Employees are placed on notice that failure to comply without reasonable justification with the documentation requirements of the employer will result in the employer recouping the sum paid for earned sick time from future pay, as an overpayment.

**Relationship to other Leaves of Absence** – sick time will run concurrently with all other federal and state established leaves of absence, including but not limited to the federal Family and Medical Leave Act (FMLA), Massachusetts parental leave act (MPLA), Massachusetts Domestic Violence Leave Act (MDVLA) and Small Necessities Leave Act (SNLA).

Employees shall use earned paid sick time when taking other statutorily authorized leave that would otherwise be unpaid.

---

#### Earned Sick Leave Policy as of July 1, 2015 – Part Time

**Eligibility** - This policy applies to all part-time employees, temporary and seasonal and other individuals that may be receiving wages from GBCVB who primarily work in Massachusetts. This policy does not apply to independent contractors, unpaid interns receiving academic credit for their placement, employees who primarily work in a state other than Massachusetts or temporary employees that are employees of a temporary employment firm or other third party providing employees to GBCVB through a written contract or other formal agreement.

**Permitted uses** – Earned Sick Leave Time (EST) may be used for one or more of the following purposes as authorized by law:

- Care for the employee's child, spouse, parent or parent of a spouse
- Care for the employee's personal medical condition
- Attend routine medical appointment for employee or employee's child, spouse, parent, or spouse's parent
- To address the psychological, physical, or legal effects of domestic violence
- Travel to and from an appointment, pharmacy, or location related to EST purpose

**Pay Rate** –An employee who is eligible for leave under this policy will be paid based on the employee's regular rate of pay. For the purposes of this policy, an employee's rate of pay will be determined as follows:

- Hourly Employees – the employee's regular hourly rate of pay, including any shift differential, for the time period in which the paid time-off occurred
- Employees with Multiple Pay Rates – the rate of pay that the employee would have earned at the time the paid time-off was taken
- Piece Work Employees - a reasonable calculation of the wages or fees the employee would have received for the piece work, service, or part thereof, if the employee had worked, or the current minimum wage, whichever is higher
- Commissioned employees – the greater of the base wage excluding commissions or the current minimum wage

**90-Day Waiting Period** –Employees who have been employed by the GBCVB for at least 90 days may begin to use EST in accordance with MA state law which is 1 hour for every 30 hours worked to a maximum of 40 hours. Accrual begins on your start date. On January 1 of the following year employees may use EST according to the chart below.

**Benefit Year-** For the purposes of providing EST benefits the GBCVB has adopted the 12-month calendar year period as the Benefit Year for this policy. The Benefit Year will be used to determine and track annual lump sum and use of earned sick time under this policy.

---

#### PART-TIME EMPLOYEE PAID TIME-OFF

Employees will **earn** EST in the following manner. For employees **working** an average of:

- 24 or more hours per week, the GBCVB provides 5 earned sick days per calendar year
- 20-23 hours per week, the GBCVB provides 4.5 earned sick days per calendar year
- 16-19 hours per week, the GBCVB provides 4 earned sick days per calendar year
- 10-15 hours per week, the GBCVB provides 2.5 earned sick days per calendar year
- 5-9 hours per week, the GBCVB provides 1.5 earned sick days per calendar year

---

#### USE OF EARNED SICK TIME

- Eligible employees may use **up to** a maximum of 5 days for the reasons permitted under this policy per Benefit Year
- Time taken under this policy will be charged in the minimum increment of one hour
- If an employee's use of earned sick time requires the hiring of a replacement or calling in another employee, the employee shall use an equal number of hours as the replacement or call-in employee works, up to a full shift. If the employee lacks sufficient accrued earned sick time to cover the amount of time used, then the remainder of the time will be considered unpaid earned sick time
- An employee and the Employer may mutually agree to make up hours within the same or a future pay period instead of receiving paid earned sick time
- An employee may not use earned sick time if the employee is not scheduled to work
- Earned sick time may not be used as an excuse for tardiness without an underlying permitted use
- Employees will not be subject to any disciplinary action when using accrued time-off for permitted uses

**Breaks in Service** – Employees who have left the Bureau and are rehired will retain prior service time related to EST and prior accruals upon rehire as follows:

- Break in service of 4 months or less – retain prior service time and prior earned sick time accrual
- Break in service > 4 months up to 12 months – retain prior service time and prior earned sick time accrual if prior accrual is 10 or more hours
- Break in service > 12 months – no retention of prior service time or prior accruals

**Limitations on the Use of Earned Sick Time** – EST may not be used for the following reasons:

- As an excuse to be late to work without advance notice of a qualifying use
- Having a clear pattern of using EST before weekends, vacations, holidays
- An employee may not accept a specific shift assignment with the intention of calling out sick for all or part of a shift

- An employee may not use earned sick time if the employee is not scheduled to be at work during the period of use
- For purposes not authorized under the law
- Any employee found to have violated this section may be subject to discipline up to and including termination of employment.

**Notification** – Any employee intending to use EST must notify the GBCVB within ½ hour of the start of your scheduled work time and up to seven days in advance if the reason for the leave is foreseeable.

- In the case of emergency, notification is required as soon as possible considering the particular circumstances
- Notice may be provided by the employee or his or her spouse, adult family member or other responsible party
- Notice of absence is required on a daily basis, even if the absence occurs over multiple days, unless the circumstances make it unreasonable for the employee or other responsible party to provide notice
- An employee does not have to reference earned sick time when requesting time-off to be eligible to receive paid earned sick time

---

## DOCUMENTATION

- Documentation of the use of earned sick time will be required in each of the following situations within 7 days after taking of the EST:
  - exceeds 24 consecutively scheduled work hours;
  - exceeds 3 consecutive days on which the employee was scheduled to work;
  - occurs within 2 weeks prior to an employee's final scheduled day of work before termination of employment, except in the case of temporary employees (i.e. "temp workers");
  - occurs after 4 unforeseeable and undocumented absences within a 3-month period; or
  - For employees aged 17 and under, occurs after 3 unforeseeable and undocumented absences within a 3-month period.
- **The failure of the employee to document the use of the EST may result in the time not being counted as EST and a corresponding amount of wages being deducted from the employee's pay.**
- In some instances, related to safety concerns, employees will be required to provide fitness for duty certification prior to returning to work following an absence
- Any employee requesting EST will be asked to certify that the use of the sick time was for one or more of the permitted reasons no later than 7 days following the employee's return to work
- Employees are placed on notice that failure to comply without reasonable justification with the documentation requirements of the employer will result in the employer recouping the sum paid for earned sick time from future pay, as an overpayment

**Relationship to other Leaves of Absence** – EST will run concurrently with all other federal and state established leaves of absence, including but not limited to the federal Family and Medical Leave Act (FMLA), Massachusetts Parental Leave Act (MPLA), Massachusetts Domestic Violence Leave Act (MDVLA) and Small Necessities Leave Act (SNLA).

Employees shall use earned paid sick time when taking other statutorily authorized leave that would otherwise be unpaid.

## SICK LEAVE SHARING BANK

The GBCVB has adopted the Sick Leave Sharing Bank as a way for full time exempt employees to aid co-workers facing a **catastrophic illness**. Under this program, employees can donate their unused sick day(s) to employees who have exhausted their sick leave entitlement and their vacation day accrual or allotment due to a serious illness or injury.

- Sick Leave Sharing may be requested **only** after all of allotted sick and accrued vacation time has been used for the year.
- Employees may **only** use Sick Leave Sharing for a serious illness and a doctor's note will be required.
- Unused Sick Leave Sharing day(s) cannot be carried over into the new calendar year.
- The Director **and** the President must approve the request.
- If available, a maximum of **10 days** may be requested from the Sick Leave Sharing Bank **per calendar year**.
- The President & CEO reserves the right to terminate the program at any time.

## LEAVE OF ABSENCE

The GBCVB may grant unpaid leaves of absences to maintain continuity of service in instances where unusual or unavoidable circumstances require an absence of more than 10 days. Leave of absences are granted on the assumption that the employee will be available to return to regular employment subject to any conditions stipulated on the approved request for the leave of absence.

Unpaid leaves of absences may be granted for medical, personal, educational and military needs that require the employee to be away from work. The President & CEO must approve all leave of absence requests.

**Note:** *The Massachusetts Paid Family and Medical Leave bill was signed by Governor Baker on June 28, 2018 to establish a mandatory statewide paid family and medical leave program which will be administered by a new Department of Family and Medical Leave. Beginning in 2021 eligible employees may take protected paid leave for certain family and medical reasons. The new regulations will be proposed by the Department of Family and Medical Leave by March 31, 2019.*

---

## FAMILY AND MEDICAL LEAVE ACT

---

### GENERAL PROVISIONS

Under this policy, the Bureau will grant up to 12 weeks (or up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness) during a 12-month period to eligible employees. The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy.

---

### ELIGIBILITY

To qualify to take family or medical leave under this policy, the employee must meet the following conditions:

The employee must have worked for the Bureau for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed seven years. Separate periods of employment will be counted if the break in service exceeds seven

years due to National Guard or Reserve military service obligations or when there is a written agreement, including a collective bargaining agreement, stating the employer's intention to rehire the employee after the service break. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.

The employee must have worked at least 1,250 hours during the 12-month period immediately before the date when the leave is requested to commence. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave should not be counted in determining the 1,250 hours' eligibility test for an employee under FMLA.

The employee must work in a work site where 50 or more employees are employed by the Bureau within 75 miles of that office or work site. The distance is to be calculated by using available transportation by the most direct route.

---

## TYPE OF LEAVE COVERED

To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

- The birth of a child and in order to care for that child.
- The placement of a child for adoption or foster care and to care for a newly placed child.
- To care for a spouse, child or parent with a serious health condition (Under the FMLA, a "spouse" means a husband or wife as defined under the law in the state where the employee resides, including same-sex marriages in states that legally recognize such civil unions).
- The serious health condition (described below) of the employee.

An employee may take leave because of a serious health condition that makes the employee unable to perform the functions of the employee's position.

A serious health condition is defined as a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or as a condition that requires continuing care by a licensed health care provider.

This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition that would result in a period of three consecutive days of incapacity with the first visit to the health care provider within seven days of the onset of the incapacity and a second visit within 30 days of the incapacity would be considered a serious health condition. For chronic conditions requiring periodic health care visits for treatment, such visits must take place at least twice a year.

Employees with questions about what illnesses are covered under this FMLA policy or under the Bureau's sick leave policy are encouraged to consult with the Human Resources Coordinator.

If an employee takes paid sick leave for a condition that progresses into a serious health condition and the employee requests unpaid leave as provided under this policy, the Bureau may designate all or some portion of related leave taken as leave under this policy, to the extent that the earlier leave meets the necessary qualifications.



Qualifying exigency leave for families of members of the National Guard or Reserves or of a regular component of the Armed Forces when the covered military member is on covered active duty or called to covered active duty.

An employee whose spouse, son, daughter or parent has been notified of an impending call or order to covered active military duty or who is already on covered active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service. The qualifying exigency must be one of the following: a) short-notice deployment, b) military events and activities, c) child care and school activities, d) financial and legal arrangements, e) counseling, f) rest and recuperation, g) post-deployment activities, and h) additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

*COVERED ACTIVE DUTY MEANS:*

In the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country.

In the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in Title 10 U.S.C. §101(a)(13)(B).

The leave may commence as soon as the individual receives the call-up notice. (*Son or daughter* for this type of FMLA leave is defined the same as for *child* for other types of FMLA leave except that the person does not have to be a minor.) This type of leave would be counted toward the employee's 12-week maximum of FMLA leave in a 12-month period.

*Military caregiver leave* (also known as covered service member leave):

To care for an injured or ill service member or veteran.

An employee whose son, daughter, parent or next of kin is a covered service member may take up to 26 weeks in a single 12-month period to take care of leave to care for that service member.

*Next of kin* is defined as the closest blood relative of the injured or recovering service member.

The term *covered service member* means:

A member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation or therapy or is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

A veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation or therapy.

*THE TERM SERIOUS INJURY OR ILLNESS MEANS:*

In the case of a member of the Armed Forces (including a member of the National Guard or Reserves), an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or that existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the

Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating.

In the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered service member, a qualifying (as defined by the Secretary of Labor) injury or illness that was incurred by the member in line of duty on an active duty in the Armed Forces (or that existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

---

## AMOUNT OF LEAVE

An eligible employee may take up to 12 weeks for the first five FMLA circumstances above (under heading "Type of Leave Covered") under this policy during any 12-month period. The Bureau will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the Bureau will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount of time the employee is entitled to take at that time.

An eligible employee can take up to 26 weeks for the FMLA military caregiver leave circumstance above during a single 12-month period. For this military caregiver leave, the Bureau will measure the 12-month period as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

If a husband and wife both work for the Bureau and each wish to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition, the husband and wife may only take a combined total of 12 weeks of leave. If a husband and wife both work for the Bureau and each wish to take leave to care for a covered injured or ill service member, the husband and wife may only take a combined total of 26 weeks of leave.

---

## EMPLOYEE STATUS AND BENEFITS DURING LEAVE

While an employee is on leave, the Bureau will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

---

## EMPLOYEE STATUS AFTER LEAVE

An employee who takes leave under this policy may be asked to provide a fitness for duty (FFD) clearance from the health care provider.

---

## USE OF PAID AND UNPAID LEAVE

All paid vacation, personal and sick leave runs concurrently with FMLA leave.

Disability leave for the birth of a child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA.

---

#### INTERMITTENT LEAVE OR A REDUCED WORK SCHEDULE

The employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced-hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill service member over a 12-month period).

---

#### CERTIFICATION FOR THE EMPLOYEE'S SERIOUS HEALTH CONDITION

The Bureau will require certification for the employee's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

---

#### CERTIFICATION FOR THE FAMILY MEMBER'S SERIOUS HEALTH CONDITION

The Bureau will require certification for the family member's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

---

#### CERTIFICATION OF QUALIFYING EXIGENCY FOR MILITARY FAMILY LEAVE

The Bureau will require certification of the qualifying exigency for military family leave. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

---

#### CERTIFICATION FOR SERIOUS INJURY OR ILLNESS OF COVERED SERVICE MEMBER FOR MILITARY FAMILY LEAVE

The Bureau will require certification for the serious injury or illness of the covered service member. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

---

#### RECERTIFICATION

The Bureau may request recertification for the serious health condition of the employee or the employee's family member when circumstances have changed significantly, or if the employer receives information casting doubt on the reason given for the absence, or if the employee seeks an extension of his or her leave. Otherwise, the Bureau

may request recertification for the serious health condition of the employee or the employee's family member every six months in connection with an FMLA absence.

---

#### PROCEDURE FOR REQUESTING FMLA LEAVE

All employees requesting FMLA leave must provide the Human Resources Coordinator with a verbal or written notice of the need for the leave. Within five business days after the employee has provided this notice, the Human Resources Coordinator will provide the employee with the DOL Notice of Eligibility and Rights.

When the need for the leave is foreseeable, the employee must provide the employer with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave less than 30 days in advance, the employee must provide notice of the need for the leave either the same day or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with the Bureau's usual and customary notice and procedural requirements for requesting leave.

---

#### DESIGNATION OF FMLA LEAVE

Within five business days after the employee has submitted the appropriate certification form, the Human Resources Coordinator will provide the employee with a written response to the employee's request for FMLA leave.

---

#### INTENT TO RETURN TO WORK FROM FMLA LEAVE

The Bureau may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

---

#### PARENTAL LEAVE

The GBCVB conforms to all state and federal statutes pertaining to the Massachusetts Parental Leave bill.

All eligible full-time employees may be granted an unpaid parental leave of absence for up to eight weeks following the birth or placement of the child under the age of eighteen, or under the age of twenty-three if the child is mentally or physically disabled, for adoption with the employee. For the purpose of this policy, a full-time employee is defined as an employee who is regularly scheduled to work a minimum of 30 hours per week. To be eligible, employee must have been employed by the Greater Boston Convention & Visitors Bureau for at least three consecutive months as a full-time employee. If both parents work for the Greater Boston Convention & Visitors Bureau, the maximum length of the parental leave is eight weeks for the birth or adoption of the same child.

To be eligible for a leave under this program, the employee must give at least two weeks' notice to the employer of the anticipated date of departure and employee's intention to return or provide notice as soon as practicable if the delay is for reasons beyond the individual's control.

During the parental leave, the employee may use any accrued time available. Parental Leave runs concurrently with Family and Medical Leave, if eligible. Eligible female employees may receive short-term disability during this period for maternity leave if a plan is available and the female is found to be eligible.

After returning to work at the end of the eight –week leave period, an employee will be reinstated to her or his previous position or to a similar position with the same status and pay rate. However, the employer shall not be required to reinstate the employee if the employer has been forced to eliminate the employee’s position due to economic conditions or to other changes in operating conditions.

If an employee does not return to work at the end of parental leave, and the employer has not been informed in writing by the employee to extend his/her leave up to a maximum of four weeks beyond the initial eight weeks leave, he or she will be regarded as having resigned without notice following the initial eight-week period.

The parental leave will not affect the employee’s right to receive vacation time, sick leave, bonuses, advancement, seniority, and length of service credit, benefits, plans or programs for which the employee was eligible at the date of the leave.

---

## PERSONAL LEAVE OF ABSENCE

Employees who require time off in addition to vacation may request a personal leave of absence without pay for up to a maximum of 30 days. An extension may be approved in limited circumstances.

All regular employees employed for a minimum of 90 days are eligible to apply for an unpaid personal leave of absence. Job performance, absenteeism and departmental requirements will all be taken into consideration before a request is approved by the President.

Coverage for group insurance benefit plans will cease on the first of the month following the beginning of an approved leave of absence unless the employee elects to continue coverage in the available plans. Arrangements to continue coverage for employees and their dependents must be made by the employee with the Human Resources Coordinator before the leave of absence begins. As an “inactive employee” all benefits will cease for the duration of the leave of absence.

The employee must return to work on the scheduled return date or be considered to have voluntarily resigned from his or her employment. Extensions of leave will only be considered on a case-by-case basis.

Please contact the Human Resources Coordinator for more information on request procedures.

---

## MILITARY LEAVE OF ABSENCE

The GBCVB is committed to protecting the job rights of employees absent on military leave. In accordance with federal and state law, it is the Bureau’s policy that no employee or prospective employee will be subjected to any form of discrimination on the basis of that person’s membership in or obligation to perform service for any of the Uniformed Services of the United States. Specifically, no person will be denied employment, reemployment, promotion or other benefit of employment on the basis of such membership. Furthermore, no person will be subjected to retaliation or adverse employment action because such person has exercised his or her rights under applicable law or Bureau policy. If any employee believes that he or she has been subjected to discrimination in violation of Bureau policy, the employee should immediately contact Human Resources.

Employees taking part in a variety of military duties are eligible for benefits under this policy. Such military duties include leaves of absence taken by members of the uniformed services, including Reservists and National Guard members, for training, periods of active military service and funeral honors duty, as well as time spent being

examined to determine fitness to perform such service. Subject to certain exceptions under the applicable laws, these benefits are generally limited to five years of leave of absence.

Employees requesting leave for military duty should contact the Human Resources Coordinator to request leave as soon as they are aware of the need for leave. For request forms and detailed information on eligibility, employee rights while on leave and job restoration upon completion of leave, contact Human Resources.

---

## DOMESTIC VIOLENCE LEAVE POLICY

The purpose of this policy is to explain to all employees their rights and responsibilities under the law as well as to present the Greater Boston Convention & Visitors Bureau's procedures and guidelines for responding to any employee disclosure of information about domestic violence or abuse against an employee or an employee's family member.

This policy allows for 15 days of job protected leave during a 12-month period. This leave is in addition to all other forms of leave available to employees. The leave must be directly related to the abusive behavior such as medical attention counseling, victim services or legal assistance; secure housing; obtain a protective order from a court; appear in court or attend child custody proceedings or address other issues directly related to the abusive behavior against the employee or the family member of the employee.

This policy is applicable to full-time, part-time, seasonal and temporary employees.

Leave under this policy is unpaid. However, an employee may request to use their accrued and unused earned vacation, sick or other leave for this time.

An employee is responsible to provide appropriate advance notice of the leave under this policy.

When the need for leave is foreseeable, the employee should provide notice at least 30 days in advance. When this is not possible, notice should be provided as soon as the employee learns of the need for leave except in the case of imminent danger. In the case of imminent danger, the employee or family member or a third party must notify the employee's direct supervisor or Human Resources within 3 working days from the first date of the absence indicating that leave taken has been taken as a result of a domestic violence event.

The Greater Boston Convention & Visitors Bureau reserves the right to request documentation related to a requested domestic violence leave under this policy. Employees have up to 30 days to provide adequate documentation of the absence. Adequate documentation includes:

- A protective order;
- A document on letterhead of the court, provider or public agency;
- A police report or other official police document;
- Documentation that the perpetrator of the abusive behavior against the employee or family member of the employee has: admitted to sufficient facts to support a finding of guilt of abusive behavior; or has been convicted of, or has been adjudicated a juvenile delinquent by reason of, any offense constituting abusive behavior, and which is related to the abusive behavior that necessitated the leave;

Medical documentation of treatment as a result of the abusive behavior includes:

- An affidavit, signed under the penalties of perjury, provided by a professional third party who assisted the employee or the employee's family member; or
- An affidavit, signed under the penalties for perjury, from the employee attesting that the employee or family member is a victim of abusive behavior.

Documentation will be retained by the Bureau only for as long as required for the employer to make a determination as to whether the employee is eligible for leave pursuant to this section.

The GBCVB will not coerce, interfere with, restrain or deny the exercise of, or any attempt to exercise, any rights provided in this policy or make leave contingent upon whether or not the victim maintains contact with the alleged abuser.

The GBCVB will not discharge or discriminate against an employee for exercising an employee's rights pursuant to this policy. The taking of leave shall not result in the loss of any employment benefit accrued prior to the date on which the leave taken pursuant to this policy commenced.

Upon the employee's return from an approved leave under this policy, he/she will be entitled to restoration to their original job or to an equivalent position.

Please contact the Human Resources Coordinator for additional details pertaining to this policy.

---

#### BEREAVEMENT LEAVE

An employee who wishes to take time off due to the death of an immediate family member should notify his or her supervisor immediately.

Bereavement leave will be granted unless there are unusual business needs or staffing requirements.

Paid bereavement leave is granted according to the following schedule:

Employees are allowed five days of paid leave in the event of the death of the employee's spouse, child, father, father-in-law, mother, mother-in-law, brother, sister, stepfather, stepmother, stepbrother, stepsister, stepson or stepdaughter.

Employees are allowed three days of paid leave in the event of death of the employee's brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, grandparent, grandchild or spouse's grandparent.

If the services are out of state, two additional days may be granted by your supervisor.

Employees are allowed up to four hours of bereavement leave to attend the funeral of an employee or retiree of the Bureau only otherwise vacation or sick time may be used.

---

#### ELECTION LEAVE

Employees who are chosen to serve as election officials at polling sites will be permitted to take required time off to serve in this capacity. It is incumbent on employees who are chosen to act as election officials to notify their manager a minimum of seven days in advance of their need for time off in order to accommodate the necessary rescheduling of work periods. Time engaged as an election official should be reported and coded as vacation on timekeeping records.

## JURY DUTY

Upon receipt of notification from the state or federal courts of an obligation to serve on a jury, employees must notify their supervisor and provide him/her with a copy of the jury summons. The Bureau will pay regular full-time and regular part-time employees for time off for jury duty up to 30 days. If payment is received from the court, the employee will be required to endorse the check over to the Bureau since the employees' wages are being paid.

The President in some cases may also approve paid time off when an employee is required to serve as a witness in legal proceedings.

## VOTING TIME

All employees should be able to vote either before or after regularly assigned work hours. However, when this is not possible due to work schedules, employees will receive up to one hour during the work day to vote. Time off for voting should be reported and coded appropriately on timekeeping records.

## PREGNANT WORKERS FAIRNESS ACT

This policy is based on the Massachusetts Pregnant Workers Fairness Act (PWFA). This policy provides that employees (and applicants) have the right to be free from discrimination in relation to pregnancy or a condition related to the employee's pregnancy including but not limited to lactation or the need to express milk for a nursing child. This includes the right to a reasonable accommodation for post-birth conditions such as a post-partum.

When notified by an employee, the Greater Boston Convention & Visitors Bureau will provide a reasonable accommodation for an employee's pregnancy or any condition related to the employee's pregnancy to enable the employee to perform the essential functions of the employees' job, unless the requested accommodation would impose an undue hardship to the Greater Boston Convention & Visitors Bureau.

### Reasonable Accommodation

A reasonable accommodation may include but not limited to:

- More frequent or longer paid or unpaid breaks;
- Time off to attend to a pregnancy complication or recover from childbirth (with or without pay);
- Acquisition or modification of equipment or seating;
- Temporary transfer to a less strenuous or hazardous position;
- Job restructuring;
- Light duty;
- Private non-bathroom space for expressing milk;
- Assistance with manual labor;
- A modified work schedule.

The list is not exclusive, and the Greater Boston Convention & Visitors Bureau and the employees may also identify and adopt another reasonable accommodation if both parties agree. Employees seeking one or more pregnancy related accommodation should make a request to Human Resources. Based upon the request, the Greater Boston Convention & Visitors Bureau and the employee will engage in interactive dialogue to determine the feasibility of a requested accommodation (s). As part of this process, apart from the exceptions noted below, the Greater Boston



Convention & Visitors Bureau may require documentation about the need for a reasonable accommodation from an appropriate health care or rehabilitation professional.

The Greater Boston Convention & Visitors Bureau may not request documentation in the case of accommodation involving:

- More frequent restroom, food or water breaks;
- Seating;
- Limits on a lifting over twenty pounds, or;
- A private not-bathroom space for expressing milk.

The Greater Boston Convention & Visitors Bureau may also require documentation when an employee seeks and extension of the accommodation beyond the originally agreed to accommodation.

#### Undue Hardship

In determining whether a proposed accommodation is undue the Greater Boston Convention & Visitors Bureau will consider:

- The nature and cost of the needed accommodation;
- The overall financial resources of the company;
- The overall size of the business with respect to the number of employees and the number, type and location of the facilities, and;
- The effect of expenses and resources or any other impact of the accommodation on the company's program, enterprise, or business.

### AFFORDABLE CARE ACT

The state of Massachusetts passed the health care reform law in April 2006. In addition, the federal Government passed the Affordable Care Act in 2010. It is the policy of the Greater Boston Convention & Visitors Bureau to inform employees about how this Act affects both individuals and employers.

---

#### INDIVIDUAL MANDATE

Both laws require all Massachusetts residents, age 18 or older, to have health insurance- referred to as the individual mandate. Individuals will be asked to verify health insurance coverage as a part of completing their state and federal income tax returns. Penalties for noncompliance are through the state income tax system.

---

#### EXCEPTIONS TO THE INDIVIDUAL MANDATE

**AFFORDABILITY:** An individual may request a waiver from the individual mandate if he or she is unable to afford health insurance or if the individual does not have access to insurance that provides minimum value. Under the Affordable Care Act, health insurance is not affordable if the employee's cost for self-only insurance exceeds 9.5% of the employee's modified adjusted gross income. The waiver process begins with information submitted as part of the individual's income tax return. Additional information, including specific affordability criteria, can be obtained from the Massachusetts Health Connector (the Connector) by calling toll-free: 1-877-623-6765 or by visiting them online at: [www.mahealthconnector.org](http://www.mahealthconnector.org).

## RELIGION

An individual may also request a waiver by filing a sworn affidavit with his or her income tax return stating that he or she did not have health insurance during prior tax year because of sincerely held religious beliefs.

The Connector makes decisions on waiver requests. If a request is denied, there is an appeals process as well.

## SECTION 125 PRE-TAX PREMIUM PLAN

Deductions for group health insurance plan premiums can be withheld on a pre-tax basis through enrollment in the Greater Boston Convention & Visitors Bureau's Section 125 plan. This results in significant savings since the employee will not pay Social Security or state and federal income taxes on the health insurance premium contribution.

Employees waiving participation in employer-sponsored insurance will be asked to sign a waiver. Employees should keep a copy of this form on file if seeking an exemption from the individual mandate.

The GBCVB's health insurance company will provide covered employees with a 1099-HC form during January of each year to prove that the employee carried insurance for the previous calendar year that satisfied state requirement.

# BENEFITS

## HEALTH INSURANCE PLAN SUMMARY

### INTRODUCTION

This Plan Summary is written in easy-to-understand language to explain the Greater Boston Convention & Visitors Bureau's Health Insurance Plan and to give you information concerning the Plan which you may need in the future. If you have any questions after reading this Plan Summary feel free to contact the Human Resources Coordinator.

The Plan is intended to provide Medical benefits for eligible employees and their covered dependents.

### WHO IS ELIGIBLE FOR COVERAGE?

Exempt employees are eligible after 30 days of employment. Nonexempt are eligible after one year of employment and must work an average of 130 hours per month.

You are eligible for dependent coverage on the date you become eligible for employee coverage or on the date you acquire your first eligible dependent, whichever is later.

Your eligible dependents are:

- Your spouse, unless legally separated
- Dependent child
- Unmarried dependent student
- Dependent legally adopted
- Dependent legal ward under guardianship \*
- Dependent under a Child Support Court Order \*

- Disabled dependent child \*
- Child of a covered unmarried dependent

Your plan covers dependents to age 26, or for two calendar years after the dependent is no longer claimed on your federal tax return, whichever comes first. Additionally, this plan may cover unmarried full-time students or other unmarried dependents who do not otherwise qualify as eligible dependents.

---

## ENROLLMENT

To enroll in the Plan, you must complete the election forms provided by the Plan Administrator. If you do not complete the proper election forms, you may not participate in the Plan. In May of each Plan Year, the Greater Boston Convention & Visitors Bureau will hold an open enrollment. The enrollment period will begin and end on the dates determined by the Plan Administrator and these dates will always be prior to the beginning of the next Plan Year. The rules governing the enrollment process will be determined by the Plan Administrator.

New Employees can enroll in the Plan upon becoming eligible to participate which is 30 days after their hire date.

Requests to add members to the plan must be effective as of the member's qualifying event or as of the employer's open enrollment date and must be received within 30 days of the requested effective date.

Requests to remove members from the plan can be effective at any time if the carrier receives the request within 30 days of the requested effective date.

---

## MEMBER IDENTIFICATION CARDS AND NUMBERS

Following enrollment, the GBCVB's health care provider will send identification cards directly to your home.

If your card is lost or stolen, please contact your Plan Administrator for a replacement card.

No coverage is provided for:

- A service or supply that is not described as a covered service under your Plan. Some examples of non-covered services are: acupuncture and private duty nursing.
- Services and supplies that do not conform to the Plan's medical policy guidelines.
- Services and supplies that you received when you were not enrolled under this Plan.
- Any service or supply furnished along with a non-covered service.
- Any service or supply furnished by a provider who has not been approved by the Plan for payment for the specific service or supply.
- Services and supplies that are obtained outside the service area. This is true even when a student is going to school outside the service area. The only exceptions are for emergency medical care and urgent care.
- Services and supplies that are not considered medically necessary by the Plan.
- Services that are furnished to someone other than the patient, except as described in this Plan for: hospice services; and the harvesting of a donor's organ or stem cells when the recipient is a member.

- Services and supplies that are related to sex change surgery or to the reversal of a sex change.
- A provider's charge for shipping and handling or taxes.
- A provider's charge to file a claim. Also, a provider's charge to transcribe or copy your medical records.
- A separate fee for services by: interns; residents; fellows; or other physicians who are salaried employees of the hospital or other facility.
- Expenses that you have when you choose to stay in a hospital or another health care facility beyond the discharge time determined by the Plan.
- Private room charges.
- Refractive eye surgery.
- Reversal of voluntary sterilization.
- Services and supplies after a Member's termination date.
- Surrogate Pregnancy.

For a complete list of Limitation and Exclusions please refer to your Subscriber Certificate provided by Blue Cross, Blue Shield of Massachusetts.

As other services and supplies are approved by the U.S. Food and Drug Administration (FDA) for the diagnosis and treatment of insulin dependent, insulin using, gestational or non-insulin dependent diabetes, your coverage will be changed to include those services and supplies as long as they can be classified under categories of services or supplies that are already covered under your Plan.

---

#### COORDINATION OF BENEFITS (COB)

Coordination of Benefits guidelines determined by the Massachusetts Code of Regulation are followed to determine which plan is primary (first payer) and which is secondary (second payer). Other insurance plans or coverages include: personal injury insurance; automobile insurance; homeowner's insurance; or other insurance policies or health benefit plans that cover hospital or medical expenses. You must include information on your enrollment forms about other health insurance plans under which you are covered.

For more information regarding benefits programs, please refer to the company Summary Plan Descriptions, which were provided to employees upon hire, or contact the Human Resource Coordinator.

---

#### MEDICAL AND DENTAL INSURANCE

The Bureau currently offers regular full-time employees regularly scheduled to work a minimum of 30 hours per week enrollment in medical and dental insurance coverage options after they have been employed for 30 days.

Employees have up to 30 days from their date of hire to make medical and dental plan elections. Once made, elections are fixed for the remainder of the plan year. Changes in family status, as defined in the Plan document, allow employees to make midyear changes in coverage consistent with the family status change. Please contact the Human Resources Coordinator to determine if a family status change qualifies under the Plan document and IRS regulations.

---

## GROUP MEDICAL INSURANCE

The cost of medical coverage, whether individual or family, is presently shared by the Bureau and the participating employees but is subject to change annually. Medical coverage is expensive and we ask employees not to duplicate their coverage. Details concerning coverage and brochure descriptions of the medical plan are available from the Human Resources Coordinator. At the end of each calendar year during open enrollment, employees may change medical and dental elections for the following calendar year.

The Human Resources Coordinator is available to answer benefits plan questions and assist in enrollment as needed.

---

## GROUP DENTAL INSURANCE

Dental coverage is presently provided at no cost to all full time, salaried employees and spouse and family coverage may be elected by the employee at an additional cost. Part-time employees are also eligible to participate for a fee. Details concerning coverage and brochure descriptions of the dental plan are available from the Human Resources Coordinator.

## SAME-SEX MARRIAGES, CIVIL UNIONS AND DOMESTIC PARTNERS

Same-sex marriages/civil unions are persons who:

- Are at least 18 years of age and of the same biological gender
- Have participated in a legally recognized marriage or civil union ceremony in a state which legally allows and recognizes same-sex marriages/civil unions.

Domestic partners are persons who:

- Are at least 18 years of age and of the same gender.
- Are not legally married to any person and are not related in any way that would prohibit marriage in the Bureau's state of operation.
- Share permanent residence.

Domestic partners must have two of the following:

- Joint lease, mortgage or deed.
- Joint ownership of a vehicle.
- Joint ownership of a checking account or credit account.
- Designation of the domestic partner as beneficiary for the employee's life insurance or retirement benefits.
- Shared household expenses.

Company registration of a domestic partnership will be required for coverage under company benefits. An employee who wishes to register a domestic partnership must contact the Human Resource department for information and the registration form. Upon receipt of a properly completed form, the department will consider the partnership registered as of the date on the form's signature line.

Children of domestic partners are eligible for benefits under the same conditions as are the children of employees' legal spouses.

Enrollment of domestic partners and eligible dependent children is subject to the same rules as enrollment of other dependents.

Domestic partners and their enrolled dependents receive the same or equivalent benefits as spouses, and their enrolled dependents receive group continuation health coverage through COBRA and/or individual conversion.

An employee may terminate a domestic partnership by notifying Human Resources in writing of the termination of the domestic partnership within 30 days of its termination.

The tax consequences of a domestic partnership are the responsibility of the employee. The value of benefits provided to an employee's domestic partner (and to the domestic partner's eligible children, if any) is considered part of the employee's taxable income, unless the employee's domestic partner qualifies as a dependent under Section 152 of the Internal Revenue Code.

Questions regarding this policy should be directed to the Human Resources Coordinator.

## FLEXIBLE SPENDING ACCOUNT

---

### HEALTH CARE

As part of the company's Flexible Benefits Plan, we currently offer an employee-funded flexible spending account (FSA) to all employees. Plan participants may elect an annual amount of flexible dollars to pay for eligible health care expenses, including medical or dental insurance deductibles, copayments, and out-of-pocket costs for vision care and other types of care.

The IRS allows you to rollover up to \$500 of unused monies into the next plan year. So, if you don't spend all of your money you don't lose it. Plus, the FSA rollover provision eliminates the need to spend remaining FSA Funds at year end. You start the next plan year with a balance already.

---

### DEPENDENT CARE

Your qualified dependents for a Dependent Care FSA may include:

- Your child(ren) under age 13.
- Dependents of any age who are mentally or physically incapable of caring for themselves, and whom you claim as a dependent on your federal income tax return.
- An adult may qualify as your dependent if you provide more than half that person's maintenance costs during the year.

Further information regarding IRS initiatives are available from the Human Resources Coordinator.

## TRANSPORTATION FRINGE BENEFITS PLAN

With this program, employees can elect to set aside a certain amount of pre-tax salary to cover qualified costs incurred in commuting to work. The program includes two reimbursement accounts; a mass transit account, and a parking account (both subject to limitations). Further information is available from the Human Resources Coordinator.

## GROUP LIFE INSURANCE

The Bureau offers regular full-time employees who have been employed by the GBCVB for 30 days an employer-paid basic group term life policy along with an accidental death and dismemberment policy.

---

### GROUP LIFE INSURANCE & ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D)

Life insurance and AD&D insurance for full-time salaried employees is currently provided at no cost. Details regarding individual coverage amounts can be obtained through the Human Resources Coordinator.

---

### GROUP VOLUNTARY LIFE & ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D)

Voluntary Life and AD&D insurance is available for all full time salaried employees. This insurance can be purchased to supplement what the Bureau currently offers.

Details and materials on this plan are available from the Human Resources Coordinator.

## DISABILITY BENEFITS

---

### SHORT TERM DISABILITY

The Bureau's Short-Term Disability plan is a benefit that provides partial pay for exempt fulltime employees who are unable to work due to illness, injury or disability not related to work, after an absence of more than seven consecutive calendar days. The plan is self-funded by the Bureau. Benefits begin on the eighth day of disability and continue for related absences up to a maximum of 13 weeks (90 continuous days). Employees will not be able to return to work without submitting to the Human Resources Coordinator a note from a physician or licensed health care professional authorizing the employee's return. Any time spent on short-term disability counts as part of the employee's FMLA leave. Details and a summary of the plan are available from the Human Resources Coordinator.

---

### LONG TERM DISABILITY

The Bureau offers Long-Term Disability to eligible employees (i.e., regular full-time employees who are regularly scheduled to work a minimum of 30 hours per week). Certain conditions must be met to receive this benefit. Details, benefit coverage continuation and a summary of the plan are available from the Human Resources Coordinator. This coverage is provided free to you, the employee.

## 401(K) PLAN

As an employee of the GBCVB, you will become eligible to participate in the GBCVB's 401(K) retirement plan after 6 months of employment. The plan is currently administered by *Ascensus*. The amount of salary deferrals you can contribute to the retirement plan is your individual limit each calendar year. New employees will be automatically enrolled at the 3% deferral. Employees over 50 may contribute the federal approved catch-up of their pre-tax earnings capped at the federal cap per year through payroll deductions. The Bureau offers a matching contribution that is set by the Board of Directors each year and is subject to change. Further details about the Plan may be obtained from the Human Resource Coordinator and the Plan document.

## WORKERS' COMPENSATION BENEFITS

You are covered by Worker's Compensation Insurance for injuries sustained at work. The total cost of this insurance is paid by the GBCVB. The coverage applies to most medical charges and may provide partial payment for lost wages until you are able to return to work. If you are injured while at work, you must immediately report the injury to your supervisor or to the Human Resources Coordinator. The GBCVB will review each case individually to determine whether or not a position can be held open and for what duration.

## COBRA

Under the federal provision of the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA), employees and/or their dependents are given the option at the employee's expense of continuing health care coverage for 18 or 36 months (depending on status) both for voluntary and involuntary termination except for termination for gross misconduct. The COBRA plan is currently administered by Group Benefit Strategies.



## EMPLOYEE RETIREMENT INCOME SECURITY ACT (ERISA)

It is the policy of the Greater Boston Convention & Visitors Bureau to comply with applicable provisions of the Employee Retirement Income Security Act (ERISA).

The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your Employer or any other person, may discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

As a participant in this Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

If your benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, if, for example, it finds your claim is frivolous.

### ASSISTANCE WITH YOUR QUESTIONS

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

HIPAA has two purposes. The first is to mandate that employers maintain confidentiality of personal health information. The Greater Boston Convention & Visitors Bureau has adopted appropriate safeguards regarding the use and disclosure of protected health information. The second purpose of HIPAA was to address portability, access, nondiscrimination, and enrollment requirements for all group and individual health plans.

Our group health plan is obligated to provide a certificate documenting your creditable coverage both when a member loses coverage, and again when a member loses COBRA coverage. This certificate is used to demonstrate previous creditable coverage to reduce or eliminate pre-existing conditions with a new employer or carrier.

Credible coverage is defined as most-recent previous coverage, including COBRA coverage. As a member you have the right to receive a certificate of group health plan coverage when:

- Your coverage ceases under the Greater Boston Convention & Visitors Bureau's group health plan.
- Your health benefit plan or coverage would have been lost had you not elected to continue coverage under COBRA or Massachusetts state law.
- Your continued coverage under COBRA or Massachusetts state law ends.
- You request a certificate of group health plan coverage within 24 months of the loss of health care coverage, or
- You have a claim denial due to reaching the lifetime limit on all benefits (if any).

To request a Certificate please send written request to:

**Elana Gitter, Human Resources Coordinator**  
**Greater Boston Convention & Visitors Bureau**  
**Two Copley Place, Suite 105**  
**Boston, MA 02116**  
**617-867-8228**

Employees of the GBCVB who are authorized to access employee's personnel files containing but not limited to medical, dental, life insurance/disability information, and who are authorized to access the Flexible Spending Accounts, understand and agree to adhere to all policies governing the security and confidentiality of *Protected Health Information*\*. Our policy includes but is not limited to the following procedure:

Hard copies of all Flexible Spending Account reimbursement details are stored in a secure area while in the GBCVB office.

To ensure that potential Protected Health Information is not divulged to an improper party, the GBCVB will confirm the participant's social security number and mailing address to recognize a participant or participant representative.

Telephone calls to service providers will be limited to requests for information at the request of the participant.

Telephone calls to the GBCVB will be limited to requests for that information which is considered enrollment information and is used for plan administration purposes only and not protected health information.

Email correspondence from the GBCVB to a participant shall not include identifiable health information. The GBCVB will not, however, be responsible for any transfer of confidential information via email originating from the participant.

All correspondence originating from the GBCVB is mailed to the participant's home address. Prior to mailing, each correspondence is audited to ensure correct identification of enclosures.

Hard copies of any employee correspondence are held in a secure area while in the GBCVB office.

Direct deposit vouchers are processed through the GBCVB 's payroll company.

Flexible spending account(s) receive the Bennycard FSA and are processed by The Benefit Center

***\*Protected Health Information:*** *Encompasses substantially all "individually identifiable health information" which is transmitted or maintained by a health plan, regardless of its form. Identifiable health information is defined broadly to include any health information that relates to an individual's physical or mental health or condition, including information related to the provision of health care.*

## ANTITRUST POLICY & GUIDELINES

IT IS THE POLICY OF THE GREATER BOSTON CONVENTION & VISITORS BUREAU ("GBCVB" OR "THE GBCVB") TO COMPLY WITH ALL ANTITRUST AND COMPETITION LAWS. THE FUNDAMENTAL OBJECTIVE OF THE ANTITRUST LAWS IS TO PROTECT AND PROMOTE FREE AND FAIR COMPETITION. THESE LAWS REFLECT THE BELIEF THAT A COMPETITIVE MARKETPLACE WILL ENABLE CONSUMERS TO OBTAIN THE HIGHEST QUALITY GOODS AND SERVICES AT THE LOWEST PRICE. THE GBCVB SUPPORTS THE PUBLIC POLICIES EMBODIED IN THESE LAWS, AND IT IS THE ASSOCIATION'S POLICY TO COMPLY FULLY WITH THEM.

Through the adoption and issuance of the GBCVB Antitrust Compliance Policy and Guidelines (the "Policy"), the GBCVB affirms its commitment to abide by the spirit and the letter of all antitrust laws. All members of the GBCVB and their representatives must follow the Policy and Guidelines contained herein as part of their ongoing obligations to the GBCVB. The Guidelines are intended to provide basic guidance on the antitrust laws which may be applicable to the activities of the GBCVB. Counsel should be consulted in all cases involving specific situations or interpretations.

This Antitrust Compliance Policy and Guidelines provides a brief overview of some of the more common antitrust issues that may arise as a result of your affiliation with the GBCVB. The goal is not to provide a comprehensive explanation of the antitrust laws or to make you an expert in the area. Rather, the Policy is intended to help you recognize the kinds of conduct that the antitrust laws address and to enable you to identify when you should seek legal advice. Whenever you have any questions about the possible application of the antitrust laws to any of your activities, you should consult legal counsel for the GBCVB or or your own legal counsel who has responsibility for considering the antitrust implications of the business activities in question.

### I. OVERVIEW OF THE ANTITRUST LAWS

The antitrust laws are based on the fundamental assumption that a competitive process will increase the supply and reduce the price of goods and services. These laws therefore prohibit conduct that will unreasonably restrain competition or restrict the freedom of action of businesses in their respective operations. The pro competitive purposes of standard-setting bodies have long been recognized. Still, because Forums such as the GBCVB gather competitors together, they are susceptible to certain antitrust pitfalls, and thus frequently are scrutinized by antitrust agencies. As such, the GBCVB must operate with heightened sensitivity to antitrust laws.

#### SHERMAN ACT, § 1.

The most important antitrust law applicable to the GBCVB is Section 1 of the federal Sherman Act, which prohibits "[e]very contract, combination in the form of trust or otherwise, or conspiracy, in restraint of trade." Although this prohibition might seem to encompass almost every business transaction, the courts and antitrust agencies have interpreted it so that only restraints that are "unreasonable" are forbidden. Some agreements by competitors are deemed so harmful and facially unreasonable that they are considered *per se* illegal. This means that they cannot be justified by arguments about the reasonableness of the prices charged or the need to avoid chaos in the marketplace. These generally include agreements among competitors to fix prices, to reduce price competition by allocating customers, territories or markets, certain "tie-in" sales, and some forms of boycotts. The government may prosecute violations of Section 1 criminally or civilly. Violations of Section 1 are also frequently the subject of private civil damage suits.

## SECTION 5 OF THE FEDERAL TRADE COMMISSION ACT.

Another law that frequently is applied to the conduct of trade associations and standard-setting bodies is Section 5 of the Federal Trade Commission Act. Section 5 prohibits "unfair methods of competition in or affecting commerce and unfair or deceptive acts or practices in or affecting commerce." The provisions of the FTC Act can be applied to a company acting alone (unlike Section 1 of the Sherman Act) and are written more broadly than the provision of the Sherman Act.

## STATE LAWS.

It is also important to recognize that state antitrust laws may be applicable to certain GBCVB activities. These laws generally parallel the provisions of federal antitrust law. Because these Guidelines cannot catalog each state law, appropriate counsel should be consulted if any questions arise as to the propriety of actions conducted in a particular state.

## I. AGREEMENTS AMONG COMPETITORS ("HORIZONTAL AGREEMENTS")

### WHAT IS AN AGREEMENT?

It is not necessary for an agreement to be formal or memorialized in writing for it to constitute an antitrust violation. A court may find there has been an illegal "agreement" under the antitrust laws even though there is no written contract, no "handshake," and no words that indicate an explicit agreement. An agreement may include informal, unwritten, and even unspoken agreements or understandings. In addition, illegal agreements can be established by circumstantial evidence, such as a pattern of conduct or mere presence at a meeting at which illegal agreements were made.

In fact, competitors may be accused of making illegal agreements even though there are no direct communications at all. If, for example, a price increase is announced well in advance of the effective date, it may sometimes be argued that the announcement was a "signal" to competitors that invited an agreement to take similar action.

From a practical standpoint, GBCVB members should focus their concern on the following antitrust violations that may arise pursuant to competitor agreements:

### PRICE FIXING.

It is not always easy to recognize what is and what is not price fixing. Any agreement among competitors to raise, lower or stabilize prices is unlawful, even if the agreed-upon price is reasonable, and even if the agreement is never put into effect. Details like credit terms, discounts, and warranties are an element of price. Competitors may be charged with illegal price fixing if they discuss general pricing ranges or policies because these discussions may have an impact on actual price quotations.

### MARKET ALLOCATION.

Agreements among actual or potential competitors to allocate customers, territories, or lines of business also are usually serious antitrust violations because they reduce or eliminate price competition. Thus, it is illegal for two competitors to agree that one of them will not sell in a particular territory or to a particular customer that they both can presently serve. Similarly, it is unlawful for competitors to agree on the type of services or products that they will offer to customers.

It may not be an illegal allocation, however, if these limitations are contained in intellectual property licensing agreements because such licensing arrangements may be more pro-competitive than an alternative scenario in which no licenses are granted at all. Similarly, allocation of customer, territory, or line of business responsibilities in connection with a joint venture among actual or potential competitors may also be permissible because that division of roles is reasonably necessary for the joint venture to achieve efficiencies or produce better products and services that benefit consumers. Legal advice is needed in these situations.

#### GROUP BOYCOTTS.

A collective refusal by otherwise competing companies to deal with some third party, sometimes called a “group boycott,” raises serious antitrust concerns. It is dangerous for one company to agree with another company that neither one will do business with a particular supplier or customer, nor that they will do business only with certain suppliers or customers or only on certain terms and conditions.

## II. AGREEMENTS BETWEEN SUPPLIERS AND CUSTOMERS ("VERTICAL" AGREEMENTS)

Agreements with suppliers and customers (other than those relating to resale prices) still raise antitrust risk but usually are legal unless some anti-competitive effect can be demonstrated. Moreover, these agreements can often be justified on the ground that they are reasonable. Such agreements are also far more likely to be embodied in specific written contracts, rather than inferred from discussions, so there is less risk that ambiguous conduct will be misunderstood.

The following kinds of “vertical” agreements are most likely to raise legal questions, and therefore prior consultation with GBCVB counsel or your counsel is essential.

#### EXCLUSIVE DEALING OR REQUIREMENTS CONTRACTS.

A contract may provide that one company will deal exclusively with a specific seller or buyer. These agreements may preclude the supplier’s competitors from participation in the business under contract. The legality of these arrangements depends on a variety of factors. In general, a contract for a short period of time, such as one year or less, does not raise antitrust concerns. Longer contracts may raise problems depending on the market shares involved and the business justification.

#### PREFERENTIAL TREATMENT.

The sale of the same goods to different customers at different prices raises a legal question, as do agreements to favor certain customers in promotional programs. There may be available justifications, but advice is required because there are a lot of technical distinctions.

Using “mostfavorednation” or “MFN” provisions in contracts, which guarantees that no other customer will be treated more favorably than the contracting customer, are usually safe but may raise antitrust risk if they serve to prevent smaller competitors from competing on price. On the other hand, there can be a problem if a contract guarantees that the contracting customer will get better treatment than anyone else.

#### TYING ARRANGEMENTS AND RECIPROCITY.

There may be a problem when a company attempts to extend whatever power it may possess in some segments of its business (the “tying” products) into other segments of its business (the “tied” products).

On the other hand, it is not illegal to package the sale of goods or services at a particularly favorable price — so long as the customer has the realistic choice of purchasing the individual goods or services separately.

Reciprocity differs from tying in that the seller of one product or service is the buyer of the other. The difference between illegal reciprocity and legal commercial relationships is difficult and legal advice is necessary.

#### RESALE PRICE RESTRICTIONS.

Unlike other “vertical” contracts, agreements with customers on the prices that they will charge to their customers are almost invariably illegal. Even agreements which appear to place a ceiling on resale prices can raise serious antitrust questions.

## II. ANTITRUST GUIDELINES

Any implication of collusion arising out of GBCVB activities must be avoided at all costs. Some ways to do this are to avoid specific discussion of prices or any of the elements of pricing, such as pricing policies, discounts, warranties or guarantees, terms or conditions of sale, credit, shipping, or commercial liabilities. Discussion of general elements of prices, such as saying that including something may be too expensive or that the benefits may outweigh the costs, is allowable. Above all, do not exclude or control competition. All parties have a right to be heard under the principle of openness.

In order to minimize the antitrust risks associated with standards setting activities, the following guidelines should be followed regarding both the development and adoption of a standard as well as the promulgation of that standard:

Discussions in all GBCVB related meetings, including Board and Working Group meetings, should relate solely to the legitimate purposes of GBCVB. Care should be taken to avoid even the appearance of discussing competitively sensitive information, as such discussions may lead to the inference of an illegal agreement on prohibited topics. To this end, there should be no discussion, communication or other exchange between members of the GBCVB and/or their representatives regarding any of the following categories of information:

Prices or pricing strategy. This requirement is to be interpreted broadly, to include, for example, current or projected prices; price levels; pricing procedures or formulas; price changes or differentials; markups; discounts; allowances; terms and conditions of sale, including credit terms, warranty provisions, etc.; or other information that might comprise an element of a product’s price, including profits, margins or cost data;

Production levels, production capacity, or product inventories;

Plans pertaining to the development, production, distribution, marketing, or introduction dates of particular products, including proposed marketing territories and potential customers;

Terms on which any GBCVB members will or will not deal with particular competitors, suppliers, distributors, or customers;

Current or projected cost of procurement, development, or the manufacture of any product;

Allocation of customers, markets or territories;

Non-public information regarding market shares.

GBCVB membership should be available to all interested businesses and organizations on reasonable terms. No applicant for membership, who otherwise meets the qualifications set forth in the Bylaws of the GBCVB, should be rejected for any anti-competitive purpose or solely for the purpose of denying such applicant the benefits of membership.

Special care should be taken to ensure that no GBCVB meeting is used as a means of violating the terms of this Policy. Accordingly, the following practices should be followed:

All meetings should follow a written agenda. If potential antitrust questions are raised by an agenda item, such item will be reviewed in advance by counsel;

The Board Secretary should prepare minutes promptly after the meeting, summarizing all matters discussed. Only minutes approved by the Board and/or counsel should be distributed (even in preliminary form) and only minutes as approved need be retained. The purpose of this is to avoid the preservation of misstatements and ambiguities that may create misperceptions of the meeting. All Board minutes will be made available on a timely basis.

Informal meetings should not be held and informal discussions should comply with the standards of this Policy.

Members shall not discuss the degree to which members will or will not do business with firms that do not participate in the GBCVB.

Any information, materials, or reports of the GBCVB available for the use of its members should be made available to non-members on reasonable terms when non-availability of those materials imposes a significant economic disadvantage or cost to nonmembers that significantly limits their ability to compete against GBCVB members. Once a specification is adopted, it should be made available to members and non-members on payment of reasonable fees. In addition, related manuals and services necessary to implement the specification should also be made available.

### III. CONCLUSION

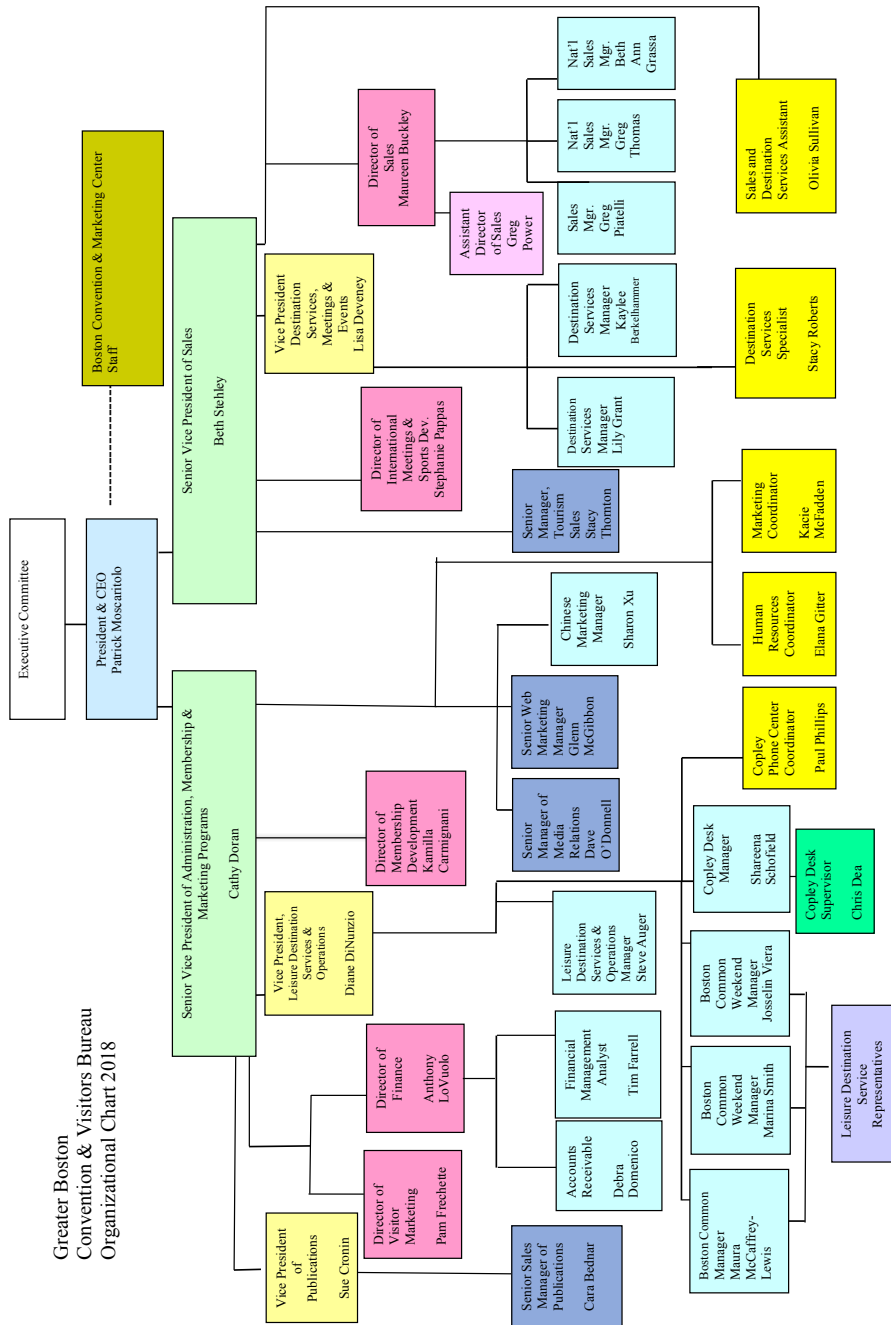
As the foregoing discussion sets forth, activities of the GBCVB will not include any actions that violate the law. The GBCVB, in the course of its activities, shall not agree with, participate in, or give consideration to any activity, plan, understanding, agreement, or other arrangement that constitutes a violation of any federal or state antitrust laws, including but not limited to actions that would (a) raise or stabilize prices or fees, (b) boycott or refuse to do business with any third parties (other than through the GBCVB's bona fide business contractual arrangements), (c) restrict or interfere with the exercise of free and independent judgment by the members in the management or operation of their respective business, or (d) obstruct or interfere with commerce or free and lawful competition. Members of the GBCVB shall conduct all activities in compliance with the GBCVB's Bylaws and this policy on compliance with the antitrust laws.

You should consult with GBCVB staff and/or legal counsel for the GBCVB when you are in doubt about the legality of any business activity. Even if the Antitrust Policy and Guidelines do not seem to apply literally, such consultation should occur whenever any proposed activity strikes you as "unfair," overreaching, or likely to be challenged by another party. Until you have received affirmative clearance for a proposed course of action that has raised doubts in your mind, do not do it.



## APPENDIX A

### ORGANIZATIONAL CHART



## APPENDIX B

### CONFIDENTIALITY AND DATA PROTECTION (WISP) POLICY

## **Greater Boston Convention and Visitors Bureau:** **Information Security Program**

### **1. Overview and Purpose.**

The Greater Boston Convention and Visitors Bureau ("GBCVB") has adopted this written information security program (the "**Information Security Program**") in an effort to better safeguard Personal Information that it may collect, store or maintain in its Records. This Information Security Program is designed to: (i) protect the security and confidentiality of Personal Information in a manner fully consistent with industry standards, (ii) protect against anticipated threats or hazards to the security or integrity of Personal Information; and (iii) protect against unauthorized access to or use of Personal Information in a manner that may result in substantial harm or inconvenience to any customer, employee or member.

This Information Security Program is intended in good faith to comply with Title 201, Section 17.00 of the Code of Massachusetts Regulations ("**Regulation 201**"), and it applies only to the extent required by law. GBCVB reserves its right to challenge the validity and enforcement of Regulation 201 as applied to GBCVB, and this Information Security Program shall have no force or effect if it is later determined that Regulation 201 does not apply to GBCVB.

GBCVB has developed this Information Security Program in light of: (i) the size, scope and type of activities in which it is engaged, (ii) the resources available to it, (iii) the amount of data it stores; and (iv) the need for security and confidentiality of its employees, customers and members. GBCVB has also taken into consideration the materials published by the Massachusetts Office of Consumer Affairs and Business Regulation, including its: (a) Small Business Guide for Formulating a Comprehensive Written Information Security Program, (b) 201 CMR 17.00 Compliance Checklist; and (c) Frequently Asked Questions Regarding 201 CMR 17.00. This Information Security Program is effective as of **March 1, 2018** (the "**Effective Date**").

### **2. Definitions.** For purposes of this Information Security Program, the following definitions apply to the associated capitalized terms. Additional terms are defined in context elsewhere herein.

**2.1. Covered Employees.** The term "**Covered Employees**" means those GBCVB employees that have access to Relevant Records.

**2.2. Data Security Coordinator.** The term "**Data Security Coordinator**" has the meaning set out in Section 4.1.1 (Designation of Data Security Coordinator).

**2.3. Designated Personnel.** The term "**Designated Personnel**" has the meaning set out in Section 4.2.1 (Designation of Personnel).

**2.4. Personal Information.** The term "**Personal Information**" means a Massachusetts resident's (i) first name and last name, or first initial and last name, in combination with (ii) any one or more of the following data elements that relate to a particular resident: (a) Social Security number, (b) driver's license number or state-issued identification card number; or (c) financial account number, credit card number or

debit card number. The term "Personal Information" expressly excludes information that is lawfully obtained from publicly available information, or from federal, state or local government records lawfully made available to the general public.

**2.5. Record.** The term "**Record**" means any material (including both electronic and paper) upon which written, drawn, spoken, visual, or electromagnetic information or images are recorded or preserved, regardless of the physical form or characteristics.

**2.6. Relevant Records.** The term "**Relevant Records**" has the meaning set out in Section 3 (Scope).

**2.7. Third-Party Service Provider.** The term "**Third-Party Service Provider**" has the meaning set out in Section 5.3 (Third-Party Service Providers).

### **3. Scope.**

This Information Security Program, and the measures that have been implemented pursuant to it to protect GBCVB's employees, customers and members extends to all of GBCVB's Records that contain Personal Information about Massachusetts residents (collectively, the "**Relevant Records**").

### **4. Designations and Responsibilities.**

#### **4.1. Data Security Coordinators.**

**4.1.1. Designation of Data Security Coordinators.** GBCVB's Senior Vice President has designated two employees with overall responsibility for the Information Security Program (each, a "**Data Security Coordinator**"). The Data Security Coordinators will continue to be responsible until the Senior Vice President determines otherwise. The current Data Security Coordinators are identified on Schedule 4.1.1 (Data Security Coordinators).

**4.1.2. Responsibilities of Data Security Coordinators.** In addition to the other responsibilities set out in this Information Security Program, the Data Security Coordinators are responsible for:

- 4.1.2.1.** Generally overseeing the Information Security Program to ensure that it is properly implemented and functioning as intended;
- 4.1.2.2.** overseeing the efforts of all Designated Personnel;
- 4.1.2.3.** reviewing and approving all policies and procedures developed and implemented pursuant to this Information Security Program, as well as all revisions to the Information Security Program;

- 4.1.2.4. ensuring that all Covered Employees are aware of any revisions to the Information Security Program and related policies and procedures;
- 4.1.2.5. performing all compliance tasks set out in Section 9 (Compliance Efforts); and

#### 4.2. Designated Personnel.

**4.2.1. Designation of Personnel.** The Data Security Coordinators have assigned various personnel to certain tasks set out in this Information Security Program (collectively, the "**Designated Personnel**"). All assignments were made in order to assist the Data Security Coordinators in the development, implementation, monitoring and maintenance of the Information Security Program. A list of all Designated Personnel, their titles, and the tasks for which they are responsible, is included on Schedule 4.2.1 (Designated Personnel).

**4.2.2. Responsibilities of Designated Personnel.** Designated Personnel are responsible for all tasks to which they are assigned including all related development, implementation, monitoring and maintenance efforts for each task. For example, if the Data Security Coordinators approve additional computer system monitoring measures, the Data Protection Coordinators must implement those new measures, monitor them to ensure that they are effective, and maintain them until the Data Security Coordinators instruct otherwise.

#### 5. Information Security Program Implementation.

The Implementation Coordinators are responsible for the development and implementation tasks set out in this Section 5 (Information Security Program Implementation).

**5.1. Data Security Risk Assessment.** The Data Security Coordinators and the Implementation Coordinators have identified and assessed both reasonably foreseeable internal and external risks to the security, confidentiality and integrity of all Relevant Records (the "**Data Security Risk Assessment**"). They will perform additional Data Security Risk Assessments (i) annually, and (ii) when any new internal or external risk is identified between each annual Data Security Risk Assessment.

**5.1.1. Existing Security Measures.** The Data Security Coordinators and Implementation Coordinators have evaluated the effectiveness of GBCVB's existing security measures designed to safeguard against the loss or theft of Relevant Records due to the internal and external risks identified in the Data Security Risk Assessment. In addition to other measures, GBCVB has scrutinized:

- 5.1.1.1. Covered Employee training including, but not limited to, temporary and contract employees (if any);
- 5.1.1.2. Covered Employee compliance with existing policies and procedures; and

- 5.1.1.3. the means implemented for detecting and preventing failures of the security measures put in place to protect all Relevant Records.

**5.1.2. Improvement of Existing Measures.** The Implementation Coordinators have improved, where necessary, those security measures that were determined to be ineffective.

**5.2. Covered Employee Use and Transportation of Relevant Records Offsite.** Covered Employees are restricted from keeping, accessing and transporting Relevant Records outside of GBCVB's premises. For example, Covered Employees shall not take Relevant Records from GBCVB's premises without first obtaining necessary permissions. A detailed list of the restrictions are set out on Schedule 5.2 (Use and Transportation of Relevant Records Offsite).

**5.3. Third-Party Service Providers.** The term "Third-Party Service Provider" means any third party engaged by GBCVB to perform services related to GBCVB's activities, and that is given Relevant Records by GBCVB or has access to Relevant Records.

**5.3.1. Third-Party Service Providers; Provider Protection.** The Implementation Coordinators have taken reasonable steps (i) to verify that all existing Third-Party Service Providers are capable of maintaining appropriate security measures to protect Personal Information contained in Relevant Records consistent with Regulation 201 and any applicable federal regulations, and (ii) to select and retain only those future Third-Party Service Providers that are capable of maintaining appropriate security measures to protect Personal Information contained in Relevant Records consistent with Regulation 201 and any applicable federal regulations. **Such steps included, for example, verifying that a particular Third-Party Service Provider has implemented its own information security program, obtaining a copy of any such program, and providing it to outside legal counsel for review.**

**5.3.2. Third-Party Service Provider Compliance.** The Implementation Coordinators will review GBCVB's relationships with all Third-Party Service Providers both (i) annually, and (ii) as new agreements with Third-Party Service Providers are executed. The purpose of this review is to verify that all Third-Party Service Providers are meeting, at least, those requirements set out in Section 5.3.1 (Third-Party Service Providers; Provider Protection).

**5.3.3. Third-Party Service Provider Agreement Provisions.**

- 5.3.3.1. **Post Effective Date Agreements.** The Implementation Coordinators will ensure that those agreements between GBCVB and any Third-Party Service Provider that it engages after the Effective Date contain a provision requiring the Third-Party Service Provider to implement and maintain appropriate security measures to protect Personal Information contained in Relevant Records consistent with Regulation

201 and applicable federal regulations (each, a "**Compliance Provision**").

**5.3.3.2. Pre-Existing Agreements.** On or before March 1, 2012, the Implementation Coordinators shall, with respect to agreements GBCVB has with Third-Party Service Providers in effect prior to the Effective Date, either (i) amend such agreements by including a Compliance Provision, or (ii) develop and implement an alternative solution with applicable Third-Party Service Providers consistent with Regulation 201.

**5.3.4. Third-Party Service Provider List.** A list of all existing Third-Party Service Providers is included on Schedule 5.3.4 (the "**Third-Party Service Provider List**"). The Implementation Coordinators will revise the Third-Party Service Provider List as existing Third-Party Service Providers are removed and new ones added.

## **6. Monitor and Review.**

The Oversight Coordinators are responsible for the tasks related to monitoring and reviewing the Information Security Program set out in this Section 6 (Monitor and Review).

### **6.1. Monitoring of the Information Security Program.**

**6.1.1. Monitor Reports.** The Data Security Coordinators are regularly monitoring the Information Security Program to ensure that it is operating in a manner reasonably calculated to prevent unauthorized access to, or use of, Relevant Records. Annually, the Data Security Coordinators will produce a Monitor Report.

**6.1.2. Revisions to Information Security Program.** After the Monitor Reports are completed, the Data Security Coordinators will meet and review the Monitor Reports. They will then work together to identify any revisions or upgrades to the Information Security Program that may be necessary to minimize the risk of access to, or use of, Relevant Records.

**6.2. Scope Review of Security Measures.** In addition to regularly monitoring the Information Security Program itself, the Data Security Coordinators will periodically review the scope and application of all security measures implemented to protect Relevant Records from unauthorized access or use (each, a "**Security Review**"). Security Reviews will be conducted (i) at least annually, and (ii) whenever there is a material change in GBCVB's business practices that may reasonably implicate the security or integrity of Relevant Records. Such material changes may include, for example, the collection of Personal Information through a new questionnaire, the conversion of paper records to electronic records, or the introduction of new computer networking capabilities.



## **7. Training.**

The Data Security Coordinators are responsible for developing a training program (the "**Training Program**") to provide initial and ongoing training relating to the Information Security Program. Among other things, the goal of the Training Program is to stress the importance of protecting Personal Information.

**7.1. Training Program.** The Training Program includes: (i) an overview of the Information Security Program and its objectives, (ii) the policies and procedures that GBCVB has implemented to safeguard all Relevant Records, (iii) the Covered Employees' obligations under the Information Security Program including, but not limited to, what actions to take should they uncover a theft of Relevant Records; and (iv) instruction on the proper use of GBCVB's electronic security measures, including its computer system measures designed to protect Relevant Records. In addition, each Covered Employee will receive a copy of the Information Security Program, and must certify to such receipt in writing.

**7.2. Updates to Training Program.** The Data Security Coordinators will revise the Training Program as new policies and procedures relating to Relevant Records are developed and implemented.

**7.3. Training of Existing Covered Employees.** All existing Covered Employees must have completed the Training Program either before, or within a reasonable time after, the Effective Date.

**7.4. Training of New Covered Employees.** The Data Security Coordinators will ensure that all new Covered Employees have completed the Training Program within a reasonable time of the start date of their employment.

**7.5. Annual Training.** The Data Security Coordinators will provide an annual presentation of the Training Program. All Covered Employees must participate in the annual Training Program regardless of whether they have participated in a previous Training Program.

## **8. Security.**

The Data Security Coordinators are responsible for the security measures set out in this Section 8 (Security) relating to the security of Relevant Records.

**8.1. Restrictions on Physical Access to Relevant Records.** Reasonable physical restrictions on physical access to Relevant Records have been implemented. Specifically:

**8.1.1. Access Restrictions.** Physical access restrictions to Relevant Records have been implemented. Such restrictions include, for example, limiting

access by securing applicable Relevant Records in locked containers, limiting the number of available keys to locked containers, and only allowing supervised access to the Relevant Records.

**8.1.2. Secure Storage.** All applicable Relevant Records must be stored in locked facilities, storage areas or containers. In addition, the Data Security Coordinators shall ensure that all relevant facilities, storage areas and containers are locked at the end of the working day, and that Covered Employees using Relevant Records return them to their storage locations before leaving work for the day unless otherwise set out in Schedule 5.2 (Use and Transportation of Relevant Records Offsite).

**8.2. Restrictions on Access to Electronic Records.** To the extent technically feasible, GBCVB has implemented the following restriction measures to electronic access to Relevant Records:

**8.2.1. Secure Access Control Measures.**

**8.2.1.1. Access Restrictions.** Access to electronic versions of Relevant Records are restricted to only those GBCVB employees who need access to such Relevant Records to perform their job responsibilities. Such restrictions include, for example, isolating all Relevant Records to a single storage location, which is only accessible by GBCVB employees with appropriate administrative privileges.

**8.2.1.2. Identification and Passwords.** Unique user accounts and passwords have been assigned to all current GBCVB employees with computer access, and will be assigned to new GBCVB employees with computer access. Such assignments have been reasonably designed to maintain the integrity and security of all implemented access controls. All assigned passwords are not vendor-supplied default passwords.

**8.2.1.3. Password Resetting.** User passwords will be reset at predetermined intervals and prohibitions against selecting previously- used passwords have been implemented

**8.2.2. Secure User Authentication Protocols.** The following measures relating to secure user authentication protocols have been implemented:

**8.2.2.1.** Means to control user IDs and other identifiers;

- 8.2.2.2. secure methods of assigning and selecting passwords;
- 8.2.2.3. controls for data security passwords that ensure that such passwords are kept in a location and/or format that does not compromise the security of the Relevant Records they protect;
- 8.2.2.4. requiring re-login of a user should a computer remain inactive for an extended period of time;
- 8.2.2.5. restricting access to Relevant Records to only active users and active user accounts; and
- 8.2.2.6. blocking access to Relevant Records after multiple unsuccessful attempts to access them using a particular access method. For example, access to Relevant Records will be prohibited if an incorrect password associated with a particular user account is provided five (5) consecutive times.

### 8.2.3. Software Protection Measures.

- 8.2.3.1. **Firewall Protection.** Firewall protection has been installed on all computers in GBCVB's control that (i) store or are able to access Relevant Records, and (ii) are capable of accessing the internet. The Data Protection Coordinators will also take all reasonable steps to ensure that the installed firewall protection is up-to-date, and will regularly update it as newer versions become available.
- 8.2.3.2. **Operating System Security Patches.** Operating system security patches that are reasonably designed to maintain the integrity of Personal Information have been installed on all computers in GBCVB's control that (i) store or are able to access Relevant Records, and (ii) are capable of accessing the internet. The Data Protection Coordinators will take reasonable steps to ensure that the versions of the operating system security patches are up-to-date, and will regularly update them as newer versions become available.
- 8.2.3.3. **Security Agent Software.** Security agent software has been installed on all computers in

GBCVB's control (the "**Security Agent Software**"). The Security Agent Software contains: (i) malware protection, (ii) reasonably up-to-date patches; and (iii) reasonably up-to-date virus definitions. The Data Protection Coordinators will regularly review the Security Agent Software to verify that the versions of the malware protection, patches and virus definitions are up-to-date, and will install newer versions as they become available.

**8.2.4. Encryption of Relevant Records.** The term "**Encrypt**" or "**Encryption**" means the transformation of data into a form in which meaning cannot be assigned without the use of a confidential process or key.

**8.2.4.1. Encryption of Stored Relevant Records.** The Data Protection Coordinators have Encrypted all Relevant Records stored on laptops or other portable devices in GBCVB's control that are capable of storing, receiving or transmitting Relevant Records.

**8.2.4.2. Encryption of Relevant Records During Transmission.** The Data Protection Coordinators have, to the extent technically feasible, introduced Encryption processes for all Relevant Records that are transmitted by electronic means including wired networks, wireless networks, and other public networks.

**8.2.5. Maintenance of Electronic Record Restriction Policy.** The Data Security Coordinators are responsible for maintaining and updating the measures set out in this Section 8.2 (Restrictions on Access to Electronic Records). Such efforts include, for example, annual reviews of the measures to ensure that all components are functioning as intended, and upgrading certain measures as new, more secure, methods become available.

### **8.3. System Monitoring.**

**8.3.1. System Monitoring Efforts.** The Data Security Coordinators are responsible for reasonably monitoring all of the computer systems for unauthorized access to, or use of, Relevant Records. Monitoring unauthorized access and use may include, for example, attempts to access restricted files, flagging outgoing email that contains Relevant Records as attachments, and monitoring to determine if third parties have made efforts to "hack" into GBCVB's computer system.

**8.3.2. System Monitoring; Reviewing and Updating.** The Data Security Coordinators will perform audits, at least annually, of their system monitoring efforts to determine (i) their effectiveness, and (ii) those areas in which the efforts could be improved. After each audit, the Data Security Coordinators will revise

the measures should they determine that they could be improved; provided, however that such improvements will not be incorporated if the Data Security Coordinators determine that such improvements would be unduly burdensome.

#### **8.4. Exiting Employees.**

**8.4.1. Removal of Access to Relevant Records.** The Data Security Coordinators are responsible for the treatment of all exiting employees including, but not limited to, terminated employees, retiring employees, and employees that have voluntarily resigned from their employment at GBCVB (collectively, the "**Exiting Employees**"). The Data Security Coordinators will ensure that all Exiting Employees are prevented from having access to Relevant Records prior to their leaving the premises after being terminated. Access removal includes both physical and electronic access. Steps taken to ensure that access is removed include, at a minimum: (i) deactivating any applicable user accounts and passwords, (ii) confiscating any keys to file cabinets and other storage areas containing Relevant Records in the Exiting Employee's control, (iii) confiscating any keys or ID badges that would allow the Exiting Employee to access GBCVB's physical premises; and (iv) notifying building security that a particular Exiting Employee has been terminated.

**8.4.2. Return of Relevant Records.** The Data Security Coordinator will also collect from the Exiting Employee (i) all Relevant Records, in any form or medium, currently in the Exiting Employee's possession or control, and (ii) all copies of Relevant Records, in any form or medium, currently in the Exiting Employee's possession or control.

**8.5. Restrictions on Visitor Access.** The Data Security Coordinators have taken steps to ensure that visitors are prohibited from accessing GBCVB's premises without first passing through adequate security measures to verify their identity and determine whether a particular visitor has a legitimate purpose for entering GBCVB's premises. In addition, all visitors will be required to wear plainly visible "guest" badges, and will not be permitted access to any area of GBCVB's premises where Relevant Records are located.

### **9. Compliance Efforts.**

#### **9.1. Incident Response.**

**9.1.1. Security Breach; Responsive Actions.** Upon any breach of the security measures implemented by GBCVB to protect Relevant Records, the Data Security Coordinators shall, as soon as practicable, review the breach and revise the Information Security Program and GBCVB's business practices to minimize the likelihood of a reoccurrence of the same, or a similar, breach.

**9.1.2. Documentation of Responsive Actions.** The Data Security Coordinators will document any incident involving a breach of the security measures implemented by GBCVB to protect Relevant Records (each, an "**Incident Report**"). Each Incident Report will include, at a minimum: (i) a post-incident review of the security breach itself, (ii) the responsive actions taken in connection with the security breach; and (iii) those revisions to the Information

Security Program or GBCVB's business practices that were made to minimize the likelihood of a reoccurrence of the same, or a similar, breach.

**9.2. Disciplinary Measures.** The Senior Vice President of Administration, Membership and Marketing Programs will impose disciplinary measures on any GBCVB employee who violates the policies and procedures set out in this Information Security Program. The Data Security Coordinators, in consultation with GBCVB's Vice President of Administration, Membership and Marketing Programs, will determine the particular disciplinary measure to be taken on an individual basis, based on the nature and severity of a particular infraction.

**10. Covered Employee Obligations.** In addition to the other responsibilities set out in this Information Security Program, all Covered Employees shall be responsible for:

**10.1.** Regularly reviewing this Information Security Program, including all revisions and updates that are made to the Information Security Program and related policies and procedures;

**10.2.** complying with all policies and procedures that have been developed and implemented as a result of this Information Security Program;

**10.3.** understanding and complying with any responsibilities given to you pursuant to Section 4.2 (Designated Personnel) of this Information Security Program, including all related development, implementation, monitoring and maintenance obligations;

**10.4.** knowing and complying with all policies and procedures related to the access, use and treatment of all Relevant Records as set out in Section 8 (Security);

**10.5.** reviewing all internal and external risks identified in the Data Security Risk Assessment in order to be more aware of potential threats to the integrity and security of Relevant Records pursuant to Section 5.1 (Data Security Risk Assessment);

**10.6.** providing feedback and suggestions to the Data Security Coordinators relating to the policies and procedures implemented to protect Relevant Records;

**10.7.** reporting to the Data Security Coordinators all suspicious activity relating to Relevant Records such as unauthorized use and Transportation of Relevant Records by other employees, or unauthorized attempts to access Relevant Records by other parties;

**10.8.** immediately reporting any discovered security breaches to the Data Security Coordinators;

**10.9.** understanding and complying with all physical and electronic security measures adopted to protect the integrity and confidentiality of Relevant Records as set forth in Section 8 (Security);

**10.10.** protecting all assigned passwords so that they are not accessible or used by other parties; and

**10.11.** complying with all exit requirements set out in Section 8.4 (Exiting Employees).

**Schedule 4.1.1:**  
**Data Security Coordinators**

I Corps, Elana Gitter, Human Resources Coordinator and Diane DiNunzio, Vice President of Operations have been designated by GBCVB's Senior Vice President of Administration, Membership and Marketing Programs as the Data Security Coordinators. Michael Munn, Chief of Staff for the Boston Convention and Exhibition Center (BCEC) has designated Kimberly Jewett as the Data Security Coordinator for BCEC.



**Schedule 4.2.1:**  
**Designated Personnel**

Position Title	Section No.	Section Title	Name of Designated Personnel
Implementation Coordinator	5.1	Data Security Risk Assessment	I Corps, Kimberly Jewett
	5.2	Covered Employee Use and Transportation of Relevant Records Offsite	Elana Gitter
	5.3	Third-Party Service Providers	Elana Gitter, Diane DiNunzio
Oversight Coordinator	6.1	Monitoring of the Information Security Program	I Corps, Elana Gitter, Diane DiNunzio, Kimberly Jewett
	6.2	Scope Review of Security Measures	Elana Gitter, Diane DiNunzio
Training Coordinator	7	Training	Elana Gitter, Diane DiNunzio
Data Protection Coordinators	8.1	Restrictions on Physical Access to Relevant Records	Elana Gitter, Diane DiNunzio, Kimberly Jewett
	8.2	Restrictions on Access to Electronic Records	I Corps, Diane DiNunzio
	8.3	System Monitoring	I-Corps, Diane DiNunzio
	8.4	Exiting Employees	I Corps, Elana Gitter, Kimberly Jewett
	8.5	Restrictions on Visitor Access	I Corps, Elana Gitter, Diane DiNunzio, Kimberly Jewett

**Schedule 5.2**  
**Use and Transportation of Relevant Records Offsite**

Employees of GBCVB may not keep, access or transport Relevant records outside of GBCVB's premises. Only an approved storage facility may transport and keep GBCVB's Relevant records.

**Schedule 5.3.4**  
**Third-Party Service Provider List**

No.	Third-Party Service Provider	Contact Representative	Contact Info.	Type of Relevant Records
1.	Blue Cross & Blue Shield of Massachusetts	Catherine Allen	617-246-2919 <a href="mailto:Catherine.Allen@bcbsma.com">Catherine.Allen@bcbsma.com</a>	Employee name and Social Security number Name and age of dependents
2.	Lincoln Financial	Customer Service	800-423-2765	Employee name and Social Security number  Beneficiary Name and Social Security number
3.	Ascensus	Deann Lentz	888-652-8087 <a href="mailto:D.Lentz@ascensus.com">D.Lentz@ascensus.com</a>	Employee Name, Social Security number, Address,  Beneficiary Name and social security
4.	The Benefit Center	Amie Guertin	860-351-0103 <a href="mailto:aguertin@myhcg.com">aguertin@myhcg.com</a>	Employee Name, Social Security Number
5.	The Health Consultants Group, LLC	Keyne Reid	860-983-6181 <a href="mailto:Kried@myhcg.com">Kried@myhcg.com</a>	Employee name, Social Security Number
6.	Centinel Financial Services	John McAvoy	781-446-5008 <a href="mailto:jmcavoy@centinalfg.com">jmcavoy@centinalfg.com</a>	Employee Name, Social Security Number, 401(k) Account information

**Schedule 5.3.4**  
**Third-Party Service Provider List Continued**

No.	Third-Party Service Provider	Contact Representative	Contact Info.	Type of Relevant Records
7.	ADP Payroll	Customer Service	888-237-4578	Employee name, Social Security number and for some employees, Personal Financial Account information
8.	Safeguard Records Management	Customer Service	617-367-4554	Employee Name, Social Security Number and Personal Financial Account Numbers
9.	Bank of America	Customer Service	1-877-895-2613	Customer Name & Credit Card Number
10.	Mercury Payment Systems	Rick	970-335-4814	Customer Name & Credit Card Number

## APPENDIX C

### REQUEST TO REVIEW PERSONNEL RECORDS FORM

## REQUEST TO REVIEW PERSONNEL RECORDS FORM

Instructions:

All employees are entitled to review their personnel files as provided in the Greater Boston Convention & Visitors Bureau's Employee Access to Personnel Files Policy. Please refer to the policy for important information about the type of documents available for your review.



**GREATER BOSTON  
CONVENTION & VISITORS BUREAU**

The Sr. Vice President schedules an appointment for you to review your personnel file within five business days of receiving this form. All reviews of personnel records must take place in the presence of the Sr. Vice President of Administration. While no documents can be removed, copies can be provided of most documents, if requested.

Employee Name: \_\_\_\_\_ Date: \_\_\_\_\_

Location/Department: \_\_\_\_\_

I, \_\_\_\_\_, request access to the following personnel records pursuant to the Greater Boston Convention & Visitors Bureau's Employee Access to Personnel Files Policy:

\_\_\_\_ General personnel record, such as personnel action forms, performance appraisals, and commendations and disciplinary notices.

\_\_\_\_ Other (please specify):

---

---

---

I understand these records can be reviewed only in the presence of the Sr. Vice President of Administration during regular business hours.

Employee's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX D

### SAMPLE PERFORMANCE REVIEW



**GREATER BOSTON  
CONVENTION & VISITORS BUREAU**

**PERFORMANCE REVIEW**

NAME \_\_\_\_\_ DEPARTMENT \_\_\_\_\_

JOB TITLE \_\_\_\_\_

PERIOD COVERED BY REVIEW: FROM \_\_\_\_\_ TO \_\_\_\_\_

DATE OF REVIEW: \_\_\_\_\_

**Performance Ratings**

**Exceeds Expectations:** Excellent producer. Consistently generates high volume and quality of work. Produces more than is required or expected.

**Meets Expectations:** Satisfactory producer. Generates sufficient volume and quality of work with consistency. Meets expectations or requirements.

**Needs Improvement:** Producer should do better to meet expectation of job. Generates minimal volume and quality of work and/or is inconsistent in level of production. Produces less than is expected or required.

**QUALITY OF WORK** - Expectations: Employee's work is of high quality, consistently thorough and accurate.

☐ EXCEEDS EXPECTATION    ☐ MEETS EXPECTATIONS    ☐ NEEDS IMPROVEMENT

Comments:

**VOLUME OF WORK** - Expectations: Employee is productive; works quickly, uses good time management skills, and produces a consistently high volume of work. Ability to meet deadlines.

☐ EXCEEDS EXPECTATION    ☐ MEETS EXPECTATIONS    ☐ NEEDS IMPROVEMENT

Comments:



**JOB KNOWLEDGE AND SKILL** - Expectations: Employee has a thorough understanding of job and related functions. Grasps new methods and procedures quickly. Ability to learn new skills to further development and job growth.

☐ EXCEEDS EXPECTATION    ☐ MEETS EXPECTATIONS    ☐ NEEDS IMPROVEMENT

Comments:

**INITIATIVE** – Expectations: Employee is a self-starter, is self-reliant and assumes responsibility. Employee follows through on all assignments, taking appropriate independent action when necessary.

☐ EXCEEDS EXPECTATION    ☐ MEETS EXPECTATIONS    ☐ NEEDS IMPROVEMENT

Comments:

**CUSTOMER SERVICE** – Expectations: Employee understands needs and expectations of his or her clients (i.e. members, meeting planners, visitors, and fellow employees). Ensures high level of customer satisfaction.

☐ EXCEEDS EXPECTATION    ☐ MEETS EXPECTATIONS    ☐ NEEDS IMPROVEMENT

Comments:

**DEPENDABILITY** - Expectations: Employee demonstrates confidence and reliability in carrying out job duties and responsibility. Consider the manner in which the employee applies him/herself.

☐ EXCEEDS EXPECTATION    ☐ MEETS EXPECTATIONS    ☐ NEEDS IMPROVEMENT

Comments:

**INTERPERSONAL SKILLS** – Expectations: Employee is effective interpersonally, works well with peers and supervisor, projects a team approach and is a professional representative for the GBCVB.

☐ EXCEEDS EXPECTATION    ☐ MEETS EXPECTATIONS    ☐ NEEDS IMPROVEMENT

Comments:

**OTHER** – Ability to meet and/or achieve annual departmental goals.

☐ EXCEEDS EXPECTATION    ☐ MEETS EXPECTATIONS    ☐ NEEDS IMPROVEMENT

Comments:

**COMPLIANCE** – Expectations: Employee adheres to established company and departmental policies and procedures.

☐ EXCEEDS EXPECTATION    ☐ MEETS EXPECTATIONS    ☐ NEEDS IMPROVEMENT

Comments:

**SUPERVISOR’S COMMENTS:**

**EMPLOYEE’S COMMENTS:**

---

---

---

---

---

**ACKNOWLEDGED BY:**

_____	_____
(NAME)	(TITLE)
_____	_____
(NAME)	(TITLE)

## APPENDIX E

### TRAVEL AND BUSINESS EXPENSE POLICY & PROCEDURE

**GREATER BOSTON CONVENTION & VISITORS BUREAU**  
**TRAVEL AND BUSINESS EXPENSE POLICY AND PROCEDURE**

**PURPOSE**

Travel and business expenditures by employees of the Greater Boston Convention & Visitors Bureau, Inc. require controls to ensure consistency of authorization and accountability for these expenditures. This policy and procedure covers all GBCVB employees and contracted vendors when applicable. It sets forth the requirements and procedures for travel arrangements, cash advances, and the reporting and approval of allowable expenses.

**GENERAL POLICY**

The GBCVB will reimburse employees for reasonable and proper expenses incurred in the conduct of the Bureau's business.

Generally, the employee traveling should provide a written estimate of the anticipated costs (e.g., airfare, hotel accommodations, meals, registration fees, etc.) for advance approval by the Department Director/Vice President/ Sr. Vice President and/or the President. (All travel expenses must be within departmental limits established in the GBCVB's annual budget.)

Prudent judgment must be exercised when incurring travel and/or business expenses. Good business practice requires that all expenditures be clearly and correctly recorded; that any unusual amount be fully explained in writing. Receipts must be provided for lodging and all other expenses for which receipts are normally obtainable. If receipts are lost or otherwise not available, a written explanation of their unavailability must accompany the expense report. Such a written explanation shall in addition to explaining why a receipt is unavailable, specify the date of the expenditure and where incurred (place of purchase). Under federal law, expenses without a receipt may be reimbursed up to \$25.

Department Directors/Vice President/Sr. Vice President and/or the President are responsible for reviewing all travel/business expenses to be charged to their budget, and for verifying that such expenses are reasonable and proper and in accordance with the GBCVB policy and within budget. Their signature on the Expense Report indicates that such responsibility has been satisfied and is required before the report will be accepted for processing by the Finance Department. The President & CEO expenses must be approved both by the Sr. Vice President and the Director of Finance.

## **TRAVEL ARRANGEMENTS/RESERVATIONS/ CANCELLATIONS**

In some case, fares can be obtained by utilizing existing airline tickets negotiated under trade agreements made by the GBCVB. Please review this option with your respective Director, Vice President, Sr. Vice President and/or the President before purchasing any tickets. Individuals expensing their travel to a contract should not use a voucher.

Air travel must be at economy fare. First class or business class fare may only be purchased if approved by the President. If reserved seats are not included with the voucher, employees may pay in advance for a guaranteed seat.

Cancellation of reservations should be made promptly when planned arrangements are altered. Prompt notification to the online reservation service, airline, hotel, etc. will assist in the resale of space and will avoid unnecessary charges to the GBCVB.

Unused airline tickets have a cash value and should not be destroyed or discarded. Unused tickets obtained via GBCVB trade agreements should be returned to the Senior Vice President of Administration.

## **TRAVEL ADVANCES**

Travel advances will be made to employees who:

1. Submit to Finance a Travel Advance Request properly completed, signed and approved.
2. Have no previous advances outstanding.

No more than one travel advance per individual may be outstanding at one time. Exceptions must be approved by the Director of Finance and the President.

Travel advances are provided to finance an individual's anticipated travel related expenses for GBCVB business and should reflect only forecasted cash (out of pocket) expenditures.

Employees should endeavor to charge major expenses on their corporate credit cards or their Director, Vice President, Sr. Vice President corporate credit card. Invoiced items requiring advance payment should be handled through PO's and/or check request.

Requests for cash advances via the Travel Advance Request, should be submitted to Finance at least ten days prior to the date the advance is required.

Supervisory approval of the Travel Advance Request documents that the intended travel

expense is required for the transaction of GBCVB business and that the amount of the travel advance is consistent with the anticipated cash expenditures. A detailed written estimate of the projected costs should be attached to or shown on the Travel Advance Request.

Each employee is personally responsible for the safe keeping of funds and tickets advanced to him/her.

Travel advances must be fully accounted for by submission of an Expense Report and return of the unexpended funds within ten (10) working days of completion of travel for which the advance was issued. Failure to account for an advance within the required ten (10) day period may result in the suspension of the employee's privilege to obtain further advances and/or result in action to recover the full advance via payroll deduction.

## **TRANSPORTATION/TRAVEL**

- **Local Transportation**

Local Transportation is considered a trip not requiring the employee to stay overnight. If an employee owns a vehicle, the employee should use his/her vehicle for such travel. The employee will be reimbursed at the current IRS **mileage rate**. Public transportation should be used for inter-city travel whenever economical and feasible. Use of taxis and or ride sharing services when other transportation is unavailable, or time does not permit. Rental cars should be used only in rare circumstances. The use of rental cars for local transportation must be approved in advance by the Department Director, Vice President, or Sr. Vice President (Rental cars when used, should be from member firms.) A copy of the approval must be attached to the Expense Report.

- **Automobile**

Use of an employee owned vehicle is allowed for local transportation to and from a business-related activity. The Bureau will reimburse employees for mileage between the GBCVB office and other locations visited on GBCVB business.

Mileage between home and work or vice versa is a personal expense which is not reimbursable. A Vice President/Sr. Vice President and/or the President may under certain conditions (e.g. required to work for an emergency outside his/her normal working hours) deem it appropriate to reimburse an employee for commuting expense to and/or from home.

Mileage to and from home and the airport when taking an air trip on GBCVB business is reimbursable. An explanation of the mileage for each trip should be included on the Expense Report. The explanation should describe the trip, and the business purpose.

Automobile transportation is reimbursed at the current GBCVB rate per mile, plus parking and tolls. The GBCVB mileage rate is an all-inclusive rate covering reimbursement of all operating expenses including gasoline and insurance, maintenance and rental cars. Damage to an employee's car while on GBCVB business is the employee's responsibility. The amount to be reimbursed for the use of a personal automobile may not exceed the cost of alternate means of transportation. (e.g. economy air fare).

GBCVB mileage rate is reviewed annually at which time the Director of Finance will issue a memorandum stating the GBCVB rate per mile. The current Mileage rate, effective January 1, 2018 is .54.5 per mile.

### **Car Rental for Non-Local Transportation**

Rented vehicles normally should not be used unless the cost is less than that of other available transportation, such as taxis, ride share options or airport limousines, or circumstances make a rented vehicle the most reasonable means of transportation.

Prudent judgement should be exercised in the type and size of vehicle rented. Subcompact cars are preferable when there are no passengers or just one passenger.

Arrangements should be made in advance and approved in writing by the Department Director, Vice President or Sr. Vice President. A copy of the approval must be attached to the Expense Report. Arrangements should be made through one of the GBCVB's member car rental firms.

Parking and tolls are reimbursable. Accidents involving a rental car should be reported to the rental agency, local authorities as required and the Finance Department via a copy of the accident report and/or memorandum explain the circumstances.

### **LODGING**

Lodging is reimbursed at actual cost based on submission of receipts. Accommodations should be reasonably comfortable and sufficiently convenient to the place of work or meeting to minimize the cost of local transportation.

Luxury suites are not allowed unless upgrade at no additional charge.

- **Meals**

Meal expenses must be reasonable, and receipts must be attached to the Expense Report. Employees expensing their meals to a contract should not exceed the authorized limit for meals per day. Employees should be cost conscious in their choice of restaurants. GBCVB restaurant members should be utilized whenever possible and meal expense is to be consistent with the level and purpose of business activities being conducted.

Where meal expense includes meals for guests, the business purpose and name, title and business affiliation of the individuals present must be stated on the expense report. An identifiable business purpose must be documented. An explanation of "Business Lunch" in and of itself is not acceptable.

Where any meal cost is somewhat high, the employee should attach to the Expense Report a written explanation of cost to satisfy the documentation requirement. Meal expense incurred with respect to outside business associates/guests for business discussions or sales and marketing, and which is directly related to the conduct of GBCVB business is reimbursable.

Business lunches/meals involving GBCVB employees only, in a non-travel status are not reimbursable unless the business purposes and anticipated expenditure are approved in writing by the President. A copy of the written approval must be attached to the expense report. An identifiable business must be documented on the Expense Report when meal expense is incurred in the local area (non-travel) (e.g., meal expense at a meeting of professional or service organization). A list of the attendees for whom reimbursement is requested must also be included.

### **SEMINARS/ CONFERENCES**

When the purpose of travel is to attend a conference, seminar workshop or instructional session, a copy of the program/announcement/brochure, etc. must be attached to the Expense Report.

Written approval must be obtained from the Senior Vice President or the President before a registration is submitted for a professional seminar/conference.

Prudent judgement is to be exercised in the selection of a seminar vis-à-vis the location of the seminar. Given a choice of seminar location, it is expected that the seminar resulting in the lowest travel costs will be selected.

### **\*\*\*OTHER ALLOWABLE/REIMBURSABLE EXPENSES\*\*\***

- **Gratuities**



Reasonable, but not excessive. 20% is considered the norm. If the custom of the host city/country dictates a gratuity greater than 20%, this should be noted on the Expense Report. Tips for meals should be included in the meal charge on the Expense Report.

- **Baggage Handling Tips**

Allowable amount is \$2.00/bag

- **Housekeeping Gratuity**

Based upon room rate - \$2-\$5 per day

- **Expenses for Banquets/Charitable Events**

Expenses for participation by Bureau employees in banquets of charitable events will be authorized on a case-by-case basis by the President.

- **Annual Credit Card Fee**

An annual corporate credit card fee is reimbursed to employee who travel/ entertain frequently. Reimbursement is limited to the fee for one card per year.

**\*\*\*Non – Reimbursable Expenses \*\*\***

The following expense items are **NOT** allowable/ reimbursable as noted:

- **Commuting Expense To and From work**- This includes commuting expense to and from work location in the Greater Boston area. For instance, commuting expense to a day-long seminar held locally is not reimbursable. Exceptions are allowable where an employee's commuting expense to attend professional meeting, conference or seminar is higher than that of his/her commuting expense to the home office location.
- **Fines for Traffic/ Parking Violations**
- **Damage to an Employee's Personal Vehicle While on GBCVB Business**- The mileage allowance includes insurance therefore damage to an employee's vehicle while on GBCVB business is the employee's responsibility and is not reimbursable by the GBCVB.
- **Medical expenses**-No medical expenses are reimbursable on the Expense Report. All such related requests for reimbursement should be directed to the appropriate health insurance carrier or Flexible Spending Account.
- **Cleaning and Laundry**- except for extended travel over three days.
- **Flowers**-flowers for funerals, or hospitalized employees are not reimbursable on an individual basis. Arrangements must be approved by a Department Director or Vice President and or Sr. Vice President.

- Personal Entertainment-Including in-room movies at hotels and Health Club fees while travelling.
- Purchased Items/Services of a Personal Nature
- Loss/Theft of Damage to Personal Baggage/Effects, /Cash (including cash advance), Airline Tickets, etc.
- Employee Farewell Gifts/Event- The policy for Internal receptions and gifts for retiring/terminating employees should be reviewed with the Human Resources Coordinator.
- Personal Occasions- e.g., birthdays, weddings, maternity leaves, etc.
- Department Holiday Parties/lunch
- Unexplained or Unaccounted For Expenses.

## APPENDIX F

### TIME/ABSENCE REQUEST FORM



**GREATER BOSTON  
CONVENTION & VISITORS BUREAU**

**TIME/ABSENCE REQUEST FORM**

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Time Requested: (circle one)

***Vacation***

**\* *Compensatory***

***Floating holiday***

(Please specify holiday)

**DATE(S) REQUESTED:** \_\_\_\_\_

**TOTAL HOURS:** \_\_\_\_\_

**Director, VP/President's Approval:** \_\_\_\_\_

**Date:** \_\_\_\_\_

***\*Compensatory:***

(An approved *Advance Request/Approval Comp Time* form must be provided)

Please submit a copy to the Human Resources Coordinator