



Terms and Conditions for Employee Manual Clauses

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EMPLOYMENT OF RELATIVES/PERSONAL RELATIONSHIPS IN THE WORKPLACE

Example 1

Personal Relationships

To avoid actual or apparent favoritism, conflict of interest and harassment issues, [company] prohibits personal or social relationships between employees in the company. If the company determines that an inappropriate relationship exists between employees, arrangements must be within [number] days for one of them to transfer to another property within the company or resign. If the employees do not make such arrangements within [number] days, the company has the right to transfer or discharge one or both of the employees.

Example 2

We realize that consensual relationship may develop between our associates. [Company] has no intent or desire to interfere unnecessarily with the private lives of its members or their off-duty conduct. On the other hand, all consensual romantic relationships involving supervisory associates and another associate with no such authority are required to be reported to the general manager or human resources representative by the involved parties.

If a supervisor fails to report his consensual romantic or sexual relationship with another associate, he may be subject to disciplinary action.

Example 3

Dating/Personal Relationship Policy

While it is recognized that consensual relationships may arise between two employees, if the relationship between two employees causes any appearance of impropriety, either or both parties to the relationship may be reassigned, disciplined or terminated.

Therefore, employees must at all times behave in a professional manner which does not compromise job performance, professional integrity, or independent judgment and which does not create any appearance of impropriety.

If a romantic or sexual relationship between a supervisor/manager and an employee should develop, it shall be the responsibility and mandatory obligation of the supervisor/manager to promptly disclose the existence of the relationship to the General Manager. The employee may take the disclosure as well, but the burden of doing so shall be on the supervisor/manager. Failure to disclose the existence of the relationship in accordance with this policy, may lead to discipline up to and including termination.

This policy shall apply without regard to gender and without regard to the sexual orientation of the participants in a relationship of the kind described.

Employment of Relatives or Intimates

For the purpose of this policy, a relative is defined as a parent, child, spouse, sister, brother, uncle, aunt, cousin, in-law, step relation or domestic partner.

The employment of relatives can cause various problems, including charges of favoritism, conflicts of interest, family discord and scheduling conflicts that work to the disadvantage of both the company and its employee. Therefore, it is the policy of [company] not to hire a close relative of any current employee in any capacity. When a situation occurs which results in a violation of this policy one of the employees involved will be required to resign or otherwise be terminated. Employees will be permitted to determine which of them will resign and will be required to inform management within a two-month period after the violation. If the employee cannot make a decision, [company] will decide in its sole discretion who will remain employed.