

# FMD Hospitality Hari Sai, LLC

## Team Member Handbook

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### Updated March 2024

This handbook supersedes all previous Team Members Handbooks.

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## **II. Introduction to the Company Handbook**

The FMD Hospitality Handbook (the “**Handbook**”) applies to all Team Member of FMD Hospitality hotels and its affiliates regardless of workplace locations. Our workplace locations include hotels, corporate offices, remote office locations, and any place where FMD Hospitality business is being conducted. This Handbook supersedes all previously issued Handbooks and inconsistent verbal or written policy statements. Except for the policy of at will employment, the Company reserves the right to revise, delete, and add to the provisions of this Handbook, or to modify any of its Team Member benefit plans or programs. However, all such revisions, deletions, or additions must be in writing. No oral statements or representations can change the provisions of this Handbook. FMD Hospitality will attempt to keep Team Members informed of changes. Accordingly, from time to time, you may receive updated information concerning changes in policy or procedure, rules, regulations, benefit plans or programs.

If the information in this Handbook conflicts with a policy or procedure that is subsequently distributed to you, the most recent policy will prevail. In the event of any conflict with any FMD Hospitality Team Member benefit plan or program, the terms of the official plan documents and/or applicable insurance policies will prevail. Additionally, the Handbook applies to Team Members in multiple states. If you work in a state with greater or different rights,

FMD Hospitality will comply with all requirements. Please check with your Department Manager, General Manager, or Human Resources Representative if you have any questions about whether a policy, procedure, rule, regulation, benefit plan or program has been superseded or modified or if your state has greater or different rights.

This Handbook summarizes only some of the more important policies, procedures, and benefits. Your work location may have additional ones that you are also expected to follow. Your failure to adhere to FMD Hospitality policies, whether set forth in this Handbook or elsewhere may result in Progressive Discipline that may result in termination. If you have any questions or concerns about this Handbook or any other policy, procedure, program or benefit please feel free to ask your department manager, general manager, or your human resources representative for clarification.

None of the policies or procedures in this Handbook are intended to, or should be interpreted or administered as, interfering with, restraining, or coercing Team Member in the exercise of their rights under the National Labor Relations Act. This includes the right to engage in or not engage in protected concerted activities, or rights under other applicable laws.

## **A. Benefits Overview**

Full-time eligible Team Members are provided Paid Time off. Several of the programs (such as Social Security, Workers' Compensation, State Disability, and Unemployment Insurance) cover all Team Members in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including Team Member classification. Your Manager/Supervisor or General Manager can identify the programs for which you are eligible.

The Company reserves the right to amend or withdraw any or all the benefits programs at its sole discretion at any time, with or without notice.

## **B. Unemployment Compensation**

In accordance with the provisions of your state Unemployment Act, if you become unemployed due to lack of work, you will be eligible for weekly benefits, provided you meet the requirements of the Act. The Company pays the entire tax in most states.

## **C. Credit and Employment Verification**

Credit information and Employment Verification on a Team Member is occasionally requested by financial institutions, government agencies, credit unions, banks, and finance companies.

**Employment and Payroll Verification:** To have employment and /or payroll information confirmed for current or past employment, the Team Member should complete and sign an authorization form provided by the Agency or Company requesting the information. This request for information is to be forwarded to the General Manager or Human Resources representative at the hotel the Team Member currently works at or worked at in the past.

Responses to such inquiries should confirm only dates of employment, wage rates, and position(s) held. No employment data should be released without a written authorization and release signed by the individual who is the subject of the inquiry.

## **D. Contact Information**

For questions regarding hotel related issues such as hours of work, schedule, work procedures, or training, Team Members should contact their hotel Supervisor/Manager or General Manager

For questions regarding paycheck or benefits, Team Members should first speak with their Department Manager/Supervisor, Human Resources or General Manager.

### **III. Corporate Responsibility**

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#### **A. Employment at Will**

Employment at this Company is “at will.” This means it is by choice – of both the Team Member and FMD Hospitality. Accordingly, either you or The Company may terminate the employment relationship at any time, with or without cause, and with or without prior notice.

**This “at will” relationship may not be changed except in writing signed by the CEO of FMD Hospitality.**

#### **B. Equal Employment Opportunity**

FMD Hospitality is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, creed, color, religion, alienage or national origin, ancestry, citizenship status, civil union, status, age, disability or handicap, sex, marital status, veteran status, sexual orientation, genetic information arrest record, or

any other characteristic protected by applicable federal, state or local laws. Our Management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, Team Member activities and general treatment during employment.

FMD Hospitality will endeavor to accommodate the sincere religious beliefs of its Team Members to the extent such accommodation does not pose an undue hardship on FMD Hospitality's operations. If you wish to request such an accommodation, please speak to the Human Resources Representative or General Manager.

Title II of the Genetic Information Nondiscrimination Act (GINA) of 2008 protects applicants and Team Members from discrimination based on genetic information in hiring, promotion, termination, pay, fringe benefits, job training, classification, referral and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, Team Members or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, Team Members or their family members.

Any Team Member with questions or concerns about equal employment opportunities in the workplace is encouraged to bring these issues to the attention of the Human Resources Representative or General Manager. FMD Hospitality will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. To ensure our workplace is free of artificial barriers, violation of this policy will lead to discipline, up to and including termination.

Any Team Member with questions or concerns about any type of discrimination in the workplace must follow the procedures set forth in the Workplace Harassment/Discrimination Policy set forth in this Handbook.

## **C. Disability Accommodation**

The Company is committed to complying with its obligations under the Americans with Disability Act (ADA) as well as any applicable state law. If you are a "qualified individual with a disability" as defined in the ADA and/or state law, and you require a reasonable accommodation, you must contact the Human Resources Department or the General Manager with such requests.

The Company will endeavor to make a reasonable accommodation to the known physical or mental limitations of qualified Team Members with disabilities unless the accommodation would impose an undue hardship on the operation of our business. If you need assistance to perform your job duties because of a physical or mental condition, please let the Human Resources Representative or General Manager know.

## **D. Immigration Law Compliance**

In accordance with applicable law, FMD Hospitality is committed to employing only individuals who are authorized to work in the United States. In accordance with applicable law, all individuals who are offered employment will be required to satisfactorily complete an I-9 form and provide documentation that they are authorized to work in the United States.

Former Team Members who are rehired must also complete the form if they have not completed an I-9 with The Company within the past three years or if their previous I-9 is no longer retained or valid.

The Company will periodically review I-9 documentation to re-verify employment eligibility. Team Members may be required to provide updated documentation to support continued employment.

If a Team Member's authorization for U.S. employment changes or terminates after the start date of his or her employment, the Team Member is required to immediately inform the General Manager or Human Resources Department.

Team Members may raise questions or complaints about immigration law compliance without fear of retaliation.

## **E. Applications and Pre-employment Reference Checks**

The Company relies upon the accuracy of information contained in the employment application and resume, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions may result in the exclusion of an individual from consideration for employment or, if the person has been hired, it may result in termination of employment.

It is the policy of FMD Hospitality to check the employment references and conduct additional pre-employment checks for all applicants who are potential new hires.

Applicants authorize The Company to perform such checks by completing authorization forms provided to them with the application.

## **F. Drug and Alcohol Policy**

The Company is committed to providing our Team Members and guests with a safe environment free from drug and alcohol abuse. Being under the influence of illegal drugs and/or alcohol, or misusing prescription drugs, while in the workplace and/or while engaged in Company business is prohibited. In addition, the unlawful manufacture, distribution, dispensation, possession, sale, or use of a controlled substance in the workplace or while engaged in Company business is prohibited. For the safety and security of our guests and Team Members, The Company may require applicant and/or Team Member drug testing for certain positions, in accordance with applicable law.

All Team Members are expected to be fit for duty – which means able to perform all their job functions safely and efficiently, whenever they are engaged in Company business and/or otherwise representing FMD Hospitality.

No Team Member who is under the influence of illegal drugs or alcohol, or misusing prescription drugs, may enter, work or remain on Company premises, represent FMD Hospitality, operate Company vehicles or machinery, or otherwise engage in Company business.

Team Members using prescription or over-the-counter drugs that may affect their ability to perform their jobs safely and efficiently are required to notify their Supervisor or Department Head and obtain prior approval before operating Company vehicles and machinery or reporting to work. Team Members convicted of or who plead guilty to a criminal drug statute must promptly report the conviction to the Human Resources Department.

Team Members who appear unfit for duty may be subject to a fitness-for-duty evaluation, which may include drug and/or alcohol screening, in accordance with applicable law. Refusing to submit to a fitness-for-duty evaluation may result in disciplinary action, up to and including termination.

In any situation where a Team Member is involved in an accident while at work and requires medical treatment, the Team Member will be required to submit to a drug and/or screening during the process of being treated for their injury. Failure to submit to or pass the drug or alcohol screening could result in termination of employment.

## **H. Introductory Period**

The first 90-day probationary period gives new and rehired Team Members, the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the position meets the Team Member's expectations. The Company uses this period to complete any pre-employment screening and checks, and to evaluate capabilities, work habits, and overall performance. Either the Team Member or The Company

may end the employment relationship at will at any time during or after this introductory period, with or without cause or advance notice.

A Team Members' introductory period may be extended if deemed necessary by the Company. Team Members who are promoted or transferred to a new position within hotel or any FMD Hospitality location must also complete an introductory period of the same length (90 days) with each new position. Any significant absence will automatically extend an introductory period by the length of the absence, as determined by The Company in its sole and absolute discretion.

The 90-day introductory period does not alter a Team Member's at-will employment relationship with the Company. If at any time for any reason during the introductory period it is determined that a Team Member cannot perform the essential function of the job, the employment relation may be terminated.

## **I. Safe Harbor Policy for Exempt Team Members**

It is our policy and practice to accurately compensate Team Members and to do so in compliance with all applicable state and federal laws. To ensure that you are paid properly and that no improper deductions are made, you must review your pay stubs promptly to identify and report all errors.

If you are classified as an exempt salaried Team Member, you will receive a salary which is intended to compensate you for all hours you may work for the Company. This salary will be established at the time of hire or when you become classified as an exempt Team Member. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work you perform.

Under federal and state law, your salary is subject to certain deductions. For example, unless state law requires otherwise, your salary can be reduced for the following reasons:

- Full-day absences for personal reasons other than sickness or disability.
- Full-day absences for sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to sickness or disability.
- Full-day disciplinary suspensions for infractions of our written policies and procedures.
- Family and Medical Leave absences (either full- or partial-day absences).
- To offset amounts received as payment for jury and witness fees or military pay.
- The first or last week of employment in the event you work less than a full week.
  
- Any full work week in which you do not perform any work.

Your salary may also be reduced for certain types of deductions such as your portion of health, dental or life insurance premiums; state, federal or local taxes; social security; or voluntary contributions to a 401(k) or pension plan. In those instances, where an exempt Team Member's salary is being reduced for any of the above noted reasons, prior approval MUST be obtained from the Corporate Director of Human Resources before the reduction is made.

In any work week in which you performed any work, your salary will not be reduced for any of the following reasons:

- Partial day absences for personal reasons, sickness or disability.
- Your absence on a day because your employer has decided to close a facility on a scheduled work day.
- Absences for jury duty, attendance as a witness, or military leave in any week in which you have performed any work.
- Any other deductions prohibited by state or federal law.



In those instances, when an exempt Team Member's salary is being reduced for any of the above noted reasons, prior approval MUST be obtained from the Corporate Director of Human Resources before the reduction is made.

However, unless state law provides otherwise, deductions may be made to your earned vacation time for full- or partial-day absences for personal reasons, sickness or disability.

If you believe you have been subject to any improper deductions, you should immediately report the matter to your Supervisor or Department Head. If the Supervisor or Department Head is unavailable or if you believe it would be inappropriate to contact that person (or if you have not received a prompt and fully acceptable reply), you should immediately contact the Corporate Director of Human Resources or any other Supervisor or Department Head in the Company with whom you feel comfortable.

## IV. Employment Categories, Job Postings and Personnel Records

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### A. Employment Categories

Under federal and state wage and hour laws, each Team Member is designated as either exempt or non-exempt. Non-exempt Team Members are entitled to overtime pay under federal and state laws. Exempt Team Members are not entitled to overtime pay.

In addition to the exempt or non-exempt categories, each Team Member is assigned to one of the following categories:

1. **Full-Time** – A full-time schedule is one that is typically **32-40** hours per week. A Team Member will not be considered a regular full-time Team Member unless Management determines a full – time schedule will be worked by the Team Member on a continuing basis. Generally, this category is eligible for FMD Hospitality’s benefits package, subject to the terms, conditions, and limitations of each benefit program.
2. **Part – Time** – Team Members who are regularly scheduled to work less than a full-time work schedule (**less than 32 hours**) are classified as part-time. Regular part-time Team Members receive all legally mandated benefits such as Social Security and worker’s compensation. Parttime Team Members may be eligible for some of FMD Hospitality’s benefits programs, subject to the terms, conditions, and limitations of each benefit program.
3. **On Call / Temporary/ Seasonal** – Team Members who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project or event, are classified as On Call / Temporary. On Call / Temporary Team Members receive all legally mandated benefits such as Social Security and worker’s compensation.

*Note: The On Call / Temporary classification should not be confused with personnel staffed through a temporary staffing agency. Personnel staffed through an agency are employees of the agency. They are not Team Members of FMD Hospitality.*

The Company periodically evaluates the classification of Team Members to ensure that all Team Members are assigned to the proper employment category. If a Team Member is misclassified, the Team Member will be reclassified to the correct employment category.

All Team Members of FMD Hospitality, whether full-time, part-time or temporary / on-call, are employed “At Will”.

### B. Team Member Records

The Company maintains personnel records on each Team Member. The personnel records include such information as the Team Member’s job application, resume, records of training, documentation of performance and salary increases, and other employment records. Personnel records are the property of the Company and access to the information is restricted, subject to applicable law.

With reasonable advance notice to the hotel’s senior management, current Team Members may review their own personnel records in senior management’s i.e. (GM/ HR) offices and in the presence of an individual appointed by the Company (HR/GM). Team Members may not add, remove, or take documents from their personnel records. Team Members may request copies of documents from their personnel file.

It is each Team Member's responsibility to notify his or her Manager/Supervisor, Human Resources or General Manager of changes in name, telephone number, home address, marital status, dependents, beneficiary designations, tax withholdings, and individuals to notify in the case of emergency, and other related information. You are encouraged to personally go onto The Company self-service portal to make address, telephone number and tax changes.

## **C. Job Postings**

The Company provides Team Members with an opportunity to apply for open positions through job postings. The Company reserves the right to refrain from posting job openings. A posted job does not guarantee the position will be filled with a current Team Member. Other recruiting sources will also be simultaneously used to fill open positions.

To be considered for an open, posted position, Team Members must, at a minimum, meet the essential qualifications of the open position and submit a "*Request for Transfer*" to their Department Manager. Team Members may also be required to submit to any employment tests applicable to the open position.

## **V. Work Hours**

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### **A. Work Schedules**

Our hotel operates 24 hours a day, 7 days a week, so work schedules vary throughout our Company. Staffing needs and operational demands may necessitate variations in starting and ending times, variations in the total hours scheduled each day and week, and variations in the days of the week Team Members are scheduled to work. Team Members may also be required to work extra hours on occasion due to business needs.

It is the Team Member's responsibility to verify and to comply with the work schedules set by his or her Manager. Department managers will make reasonable efforts to consider requests for changes in schedules in accordance with business needs. Team Members may not "trade" shifts or schedules without prior approval from their Supervisor or Department manager.

Work schedules will generally be posted weekly for the following week. Team Members should contact their Department Manager, Human Resources or General Manager for specific questions regarding their workweek schedule as well as any questions regarding meal periods or breaks.

Due to business fluctuations, a specific schedule cannot be guaranteed each week. Team Members may be required to work varying days or hours weekly in order to support The Company culture of being one team, supporting each other and providing exceptional hospitality to our guests and fellow Team Members.

It is each Team Member's responsibility to check their department's schedule each week in order to confirm their scheduled working hours.

### **B. Meal Periods**

The Company strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your General Manager regarding procedures and schedules for rest and meal breaks. The Company requires that all Team Members accurately observe and record meal periods by use of the time clock. If you know in advance that you may not be able to take your scheduled meal period, let your department manager, or General Manager know; in addition, notify your General Manager as soon as possible if you were unable to or prohibited from taking a meal or rest period.

### **C. Attendance and Punctuality**

#### **Attendance**

Our success is built on team effort and depends on all of us being present and ready to provide excellent service. When you are late or absent, you place an extra burden on your fellow team member and the operation of your department. Below are general guidelines

A good attendance record is extremely important, and it is a requirement for continued employment. Our guest service is seriously affected when Team Members are absent or late. Team Members are late if they are not at their assigned workstation, ready to work, at the scheduled starting time.

Reliability is considered a factor of performance. If a Team Member's absenteeism and/or tardiness become excessive in the Company's judgment, it may lead to disciplinary actions, up to and including termination of employment. Team Members may be required to provide a Doctor's note for absence.

## 1. Notification of Absence or Lateness-

If a situation arises that makes it impossible for a Team Member to report to work as scheduled, the Team Member must contact their Manager/ Supervisor or General Manager **no less than four (4) hours** in advance of their scheduled shift so that alternate coverage may be obtained if necessary. **Texting or email notifications are also not acceptable forms of notice.**

- Absences of more than 1 day must be reported daily, unless a doctor's certification has been provided in advance to the Manager, confirming an extended excused absence due to illness that prevents the Team Member from reporting to work.
- When a Team Member is unable to report for work, it is that Team Member's responsibility, *personally* to notify their manager. Calls from individuals other than the Team Member (unless incapacitated) will not be accepted and will be treated as a **NO CALL NO SHOW** and will result in a **Written Documentation of Counseling.**
- Calling in to report an absence after the scheduled start time, will be documented as a **NO CALL NO SHOW** and will result in a **Written documentation of Counseling.**
- The first occurrence of a Team Member failing to properly call out **at least 4 hours prior** to their shift for absence or tardiness will result in a written **Verbal Documentation of Counseling.**
- The second occurrence will result in a **Written Documentation of Counseling.**
- The third occurrence will result in a **Final Written Documentation of Counseling.**
- The fourth occurrence will result in **Termination** of employment.

## 2. Absence

For the purpose of this handbook, absence will be defined as the day or time of being away from the work place when scheduled to be at the workplace or remote work location. An incident of absence can be a single day or any number of consecutive days.

- Team Members absent for three (3) or more consecutive days must provide an original copy of a doctor's release in order to return to work. The release must indicate the dates the Team Member was absent from work and state that the Team Member is able to return to work and meet the requirements of their job.

**Failure by the Team Member to provide a certified doctor's release when absent three (3) or more days will be documented as an unexcused absence and can result in termination. Reoccurrences of unexcused absence may result in disciplinary action leading to termination.**

## 3. Tardy/Late

Being Tardy/Late is the failure of a Team Member to be in their assigned work area, in uniform (if applicable), ready to begin work as scheduled. Tardiness has varied impact upon other Team Members and customers and can be disruptive to the successful operation of the department and hotel. Schedule standards and expectations are set and communication by management and must be observed by all Team Members.

## 4. Job Abandonment

If you fail to show up for work or to call in with an acceptable reason for an absence, for a period of three consecutive scheduled days, you will be considered to have abandoned your job and voluntarily resigned from your position and your hotel. You may be required to provide supporting documentation to the General Manager of the hotel in certain situations, if approved to return to work. A patterns of not

## **D. Leaving During Work Hours**

If it becomes necessary for a Team Member to leave during working hours, permission to leave must be obtained from the Team Member's Department Manager or General Manager before leaving the property. Team Members must clock out upon leaving and clock back in upon returning if scheduled to return to work. Team Members who leave without the Department Manager to General Manager's approval will be subject to disciplinary action, up to and including termination of employment.

## **E. Emergency Closings**

At times, emergencies such as severe fires, power failures, or weather events can disrupt Company operations. In extreme cases, these circumstances may require the closing of a work facility. When operations are officially closed due to emergency conditions, non-exempt Team Members who do not work during such closing will not be paid.

## VI. Pay Processes

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### A. Time Clocks and Time Sheets

Accurately recording time worked by use of the time clock, is the responsibility of every Team Member, and it ensures that all Team Members are paid correctly and receive credit for all work completed. Non-exempt Team Members must clock IN/OUT using the hotel time clock, to accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period (more than 20 minutes) by clocking in/out. They must also record the beginning and ending times of any split shift or departure from work.

Non-exempt Team Members should report to work no more than fifteen minutes prior to their scheduled starting time nor stay more than fifteen minutes after their scheduled stop time without prior authorization from their Manager. In any event, non-exempt Team Members should not perform any work before clocking in or after clocking out.

If by accident a Team Member records the wrong time, assignment or day, or if the time clock malfunctions, the Team Member must bring the missed time entry to the immediate attention of his or her Department Manager/Supervisor or General Manager who will authorize the correction. The Team Member is **REQUIRED** to utilize the **Team Member Self-Service** portal to review their time card and request corrections to their information. (see your department manager or general manager for more details).

All edits made to a Team Member's time card should be completed after the Team Member has requested an edit through the Self-Service portal. In rare circumstances when the time punch edit cannot be submitted through the ESS portal, it will be required that manual entries /edits be accompanied by a "**Missed Punch Form**". This form must be completed by the Team Member and submitted with signature to the manager responsible for the Team Member's scheduling. This will then be approved or corrected and then provided to the manager processing payroll.

**\*Missed Punch Forms are mandatory for ALL manual edits made by the manager processing payroll for all timecard edits.**

All Team Members must utilize the time clocks daily. Repeated failure to utilize the time clocks may result in progressive discipline, up to and including termination of employment.

All Team Members should submit a "**Request for Time Off**" form for all daily absences (e.g. vacation, days off). All requests for time off must be approved by the Team Member's department manager or General Manager prior to the requested time being confirmed.

Entering another Team Member's time or falsifying of any time record is prohibited and grounds for disciplinary action, up to and including immediate termination of employment.

### B. Overtime

When operating requirements or other needs cannot be met during regular working hours, Management may schedule Team Members to work extra hours. When possible, advance notification of these mandatory assignments will be provided.

Overtime compensation is paid to all non-exempt Team Members in accordance with federal and state laws. This means non-exempt Team Members will be paid one- and one-half times (1½) their regular rate of pay for any time worked over 40 hours per week, unless otherwise provided by applicable state law or union contract. Overtime

pay is based on actual hours worked. Any type of paid and unpaid time off (including holiday, vacation, jury duty etc.) will not be considered hours worked for purposes of performing overtime calculations. For the purpose of calculating overtime, a workday begins at midnight and ends 24 hours later.

Any overtime hours must be pre-approved by your Supervisor or Department Manager. Non-exempt Team Members who work overtime without the prior approval of their Supervisor, Manager or General Manager will be paid for the overtime worked, but will be subject to disciplinary action, up to and including termination of employment. Non-exempt Team Members are not permitted to perform any work “off the clock.” If any Supervisor or Department Manager or other Team Member asks you to work any time “off the clock,” you must notify the Human Resources Department or General Manager immediately. If a non-exempt Team Member performs any work “off the clock,” the Team Member may be disciplined, up to and including termination. Exempt Team Members are not eligible for overtime pay.

Classification of Team Members as exempt or non-exempt is done in accordance with the criteria set forth in the rules and regulations of the Fair Labor Standards Act and applicable state or local regulations. A Team Member’s status may change as a result of a job change. When this occurs, the Team Member will be notified of the change in his or her eligibility for overtime pay.

### **C. Tip Reporting**

Team Members must accurately report all tips daily. This requirement does not apply to Team Members who only receive tips as a part of the Company’s distribution of a service charge. The Company will report tip income to federal and state authorities as required by applicable federal and state law. Should a Team Member apply for a credit line or a mortgage, our payroll department cannot verify unreported tips to creditors.

All tips should be reported using the appropriate department specific tip reporting process. Tip reporting requirements affect all directly and indirectly tipped Team Member who receive a discretionary gratuity from a guest at any one of our Company's properties. Failure to comply with this policy may result in additional tax penalties assessed against tipped Team Members.

### **D. Direct Deposit/Payroll Debit Card**

The Company requires Team Members to use direct deposit to receive payment for hours worked. During the onboarding process when hired, Team Members will be asked to provide their banking information. All direct deposit accounts require a signed authorization and agreement from each Team Member. Should a Team Member not have a bank account they will be provided a debit pay card, which will be used to deposit the Team Member’s payroll check. Information is available from the Human Resources Representative or General Manager at each hotel.

### **E. Pay Periods**

The Company’s Team Members are paid biweekly for work performed during the previous two-week period. The workweek begins at 12:00 am CST on Monday and ends at 11:59 pm CST on Sunday unless otherwise posted.

Check cashing for payroll checks or providing cash advances is not available. For your own protection, if you wish to have someone else pick up your paycheck, that person must present written authorization with your signature.

The Company will not make improper deductions from Team Members' salaries or paychecks. If you believe that an improper deduction has been made to your paycheck, you should immediately report this information to your manager, General Manager, or Human Resources Representative. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made. At FMD Hospitality, we do not tolerate any retaliation against those who make such reports.



The Company intends that your paycheck is correct and on time. Should you ever feel that we are not meeting this obligation, or if you have any questions about your pay date, paycheck, deductions or calculations, or direct deposit you should contact your Department Manager, Supervisor, General Manager, or Human Resources Representative immediately so that your concern can be addressed.

If your employment ends, any pay due will typically be paid on the next scheduled pay date. In any situation where you may be overpaid in error, you will be required to repay the amount in full.

## **F. Paycheck Deductions**

The Company is required by law to make certain deductions from your pay each pay period. This includes income and unemployment taxes, Federal Insurance Contributions Act (FICA) contributions (Social Security and Medicare), and any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the number of exemptions you list on your federal Form W-4 and applicable state withholding form. You may also authorize voluntary deductions from your paycheck, including contributions for insurance premiums, retirement plans, spending accounts, or other services. Your deductions will be reflected in your wage statement.

The Company will not make deductions to your pay that are prohibited by federal, state, or local law. If you have any questions about deductions from your pay, contact your Human Resources representative or General Manager. You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an immediate adjustment, which will be paid no later than your next regular payday.

Our hotels use an electronic or biometric time system to help keep an accurate record of our Team Members' time. Exempt Team Members must record the hours for their work week in the payroll system on a weekly basis. Absences must also be recorded so that accurate attendance records can be maintained. Non-exempt/hourly Team Members must record the precise time when you start work, begin a meal break, return from a meal break and leave at the end of your shift. Use of the time clock will ensure that this information is recorded correctly.

Timecards or time sheets are permanent records of hours worked and are used to calculate your pay, so accuracy is important. If you have a question about your time, or if you have made an error in recording your time correctly, contact your supervisor to help you correct it.

Clocking in or out for another Team Member or falsifying time records in any way will result in disciplinary action, up to and including termination. If you fail to clock in or out, tell your manager or supervisor immediately. Repeated failure to clock in or out or repeated mistakes in clocking may result in discipline, up to and including termination.

### **□ PLEASE REMEMBER:**

Do not perform any work before clocking in, during your meal break, or after clocking out at the end of the day.

Clock in or out for yourself only! Do not clock in or out for someone else and do not ask them to clock for you. Such actions may result in disciplinary action up to and including termination.

Immediately notify your supervisor of clocking errors so they can review and approve your time records and obtain proper signatures to certify the change.

## VII. Benefit Programs

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### A. Government Benefit Programs

The Company contributes to the following government-required benefits programs:

Unemployment Compensation – The Company makes state and federal unemployment insurance contributions in accordance with applicable law.

Social Security – For each Team Member, the Company contributes funds to the Social Security Administration in accordance with applicable law.

### B. Workers' Compensation

The Company provides workers' compensation insurance coverage at no cost to Team Members. This program covers certain injuries and illnesses sustained in the course of employment.

If you have an on-the-job accident or illness, no matter how insignificant it may seem at the time, you must: (1) seek immediate first-aid or emergency care, and (2) immediately report your accident and condition to your Supervisor or Department Head. As immediate care for injury is vital, notification of any accident to your Supervisor or Department Head is also necessary so that a complete and accurate record will be available for future reference. Team Members should ask Management for information on receiving medical treatment. In addition, a panel of authorized physicians may be provided to you and will be posted in a conspicuous place at your facility.

### C. Voting

In the event a Team Member does not have enough time outside of working hours to vote in a statewide election, the Team Member may take off enough working time to vote, if required by state law. Such time will not be paid unless required by state law. This time should be taken at the beginning or end of the regular work schedule. Where possible, a Team Member should notify their Supervisor or Department manager at least one week prior to the voting day.

### D. Lactation Breaks

The Company will provide a reasonable amount of break time for a Team Member who wishes to express breast milk for her infant child for one (1) year after the child's birth, in accordance with and to the extent required by applicable law. If possible, the break time must run concurrently with rest and meal periods already provided to the Team Member. If break time cannot run concurrently with rest and meal periods, it will be unpaid.

The Company will make reasonable efforts to provide the use of a functional room or location other than a bathroom stall for the Team Member to express milk in private that is free from intrusion from co-workers and the public that includes access to an electrical outlet. This location may be the Team Member's private office, if applicable.

The Company may not be able to provide additional break time if doing so would seriously disrupt operations. Please consult Human Resources or your General Manager if you have questions regarding this policy.

## F. Vacation Days

To be eligible for vacation hours, Team Members must be full-time and working no less than **32** hours on average per week. For purposes of this policy, exempt Team Members are presumed to work 40 hours per week.

### UPDATE 2024

Vacation hours earned will be based on a Team Member’s length of service and the number of hours worked each week. The maximum number of hours that can be earned is shown in the grid below. This change in how vacation hours are calculated and earned will become effective for all Team Member’s April 2024; impacting vacation hours earned for a Team Member’s next anniversary date.

Vacation pay is computed based on a Team Member’s rate of pay in effect at the time the actual vacation hours are used, as determined by the Company in its sole and absolute discretion. Tipped Team Members’ vacation time will be paid at the current state or federal minimum wage, whichever is applicable

Full-time Team Members may use earned vacation hours after completing one (90) day of continuous employment. The team member is then allowed the rest of the Callander year to use the earned vacation hours (before December 31. **Vacation hours MAY NOT be used as they are being accumulated or “awarded” as noted in the payroll system. The vacation hours are only able to be used after accumulating for 90 days at which time they are then considered “Earned” and can be used.** The table below reflects the vacation benefits that an eligible Team Member would receive based on their length of service.

Full-time hourly Team Members are entitled to vacation based on the following schedule:

At the completion of years 1-2	.0192 Hours per hours worked	40 Hours Max
At the completion of years 3-4	.0264 Hours per hours worked	55 Hours Max
At the completion of years 5+	.0384 Hours per hours worked	80 Hours Max

**EXAMPLE:** -using the table above to calculate the vacation hours for a Team Member who completed year 12, who worked an average of 32 hours per week. (Multiply 32 hours (x) .0192 = 0.6144 per week times (x) 52 weeks = 31.9488 earned vacation hours for the year.

Unused vacation will **not** be carried over to the following year. There may be rare situations when a Team Member is unable to use their full balance of earned vacation hours during the given period, as outlined above, due to business demands. In this instance, a General Manager or Regional Director may approve a maximum of 40 hours to be carried over for no more than 90 days. The carried-over vacation hours must be used within 90 days of the Team Member’s anniversary date or the hours will be forfeited.

### Payout of Vacation at Separation

Upon separation from the company, Team Members will be paid any unused **EARNED** vacation hours that have not been forfeited. Hours that have been accumulated/acrued but not yet earned will not be paid out at termination. **NOTE:** No payment for vacation will be made if a Team Member fails to give a proper two (2) weeks’ notice of his/her resignation or if the reason for termination is for egregious behavior. Vacation may not be used in lieu of proper notice. **Approval from the Vice President of Operations must be obtained in any situation where the decision is made to not pay vacation balances as per this policy.**

### Scheduling Vacation

Vacation may be taken in increments of four (4) hours. When possible, requests for vacation should be submitted in writing to your Manager at least fourteen (14) days in advance. Every attempt will be made to grant vacation in accordance with the scheduling requests. Seniority will be used to determine priority when scheduling vacation.

Managers monitor unscheduled absences in accordance with the company’s attendance policy. Disciplinary action will be taken if the vacation policy is abused.

## H. Holidays

The Company designates six (6) days each year as holidays. These holidays are:

<b>New Year’s Day</b>	<b>Labor Day</b>
<b>Memorial Day</b>	<b>Thanksgiving Day</b>
<b>Independence Day</b>	<b>Christmas Day</b>

Hourly Employees are eligible for Time & Half on worked Holidays. The team member must work the first scheduled day before the Holiday, and the first scheduled day after the Holiday to receive Holiday Pay.

Exempt Team Members (salaried) are eligible for paid holiday after their first day of employment. Exempt Team Members on a leave of absence during a Company designated holiday are not eligible for holiday pay, in accordance with applicable law. If an Exempt Team Member is scheduled to work on a holiday, the pay procedures below will be followed:

1. Exempt Team Members required to work on an authorized holiday, will not receive additional pay. If required to work on the recognized holiday, the Exempt Team Member should coordinate with their supervisor to take an additional day off within the same pay period if business allows. This compensatory time off is at Management’s sole discretion, based on business needs.
2. If an authorized holiday falls on Saturday it will typically be observed on the preceding Friday. If the authorized holiday falls on Sunday it will typically be observed on the following Monday. If you are uncertain as to whether a day is considered a holiday, contact your department manager or General Manager.

## J. Hotel Discounts

Two room discount programs are available for leisure travel, to all FMD Hospitality Team Members. This benefit is offered on a space-available basis. Availability and rates will vary from property to property.

1. If requesting a room(s) at a hotel owned by FMD Hospitality Management, Team Members are required to speak with their General Manager or Human Resources representative at their hotel to confirm participating hotels, availability, rates and to make reservations. Rates will vary based on occupancy and location.
2. If requesting a room at a Branded hotel (Marriott, Hilton, Hyatt), not owned by FMD Hospitality, Team Members must present a room reservation form, required by the brand, at check in. Please speak with your General Manager or Human Resources representative for more information regarding this process.

Team Members using these discount programs will be eligible to receive the same services as regular hotel guests. Team Members may not be eligible to earn points for airline, hotel or other frequent traveler programs. Team Members are reminded that when traveling they are representing The Company and must always conduct themselves in a professional and respectful manner. Room discount privileges can be taken away by the company, should a Team Member violate the guidelines outlined, at the discretion of the Company or the Brand.

## **VIII. Leaves of Absence**

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In addition to the leave of absence policies listed in this section of the Team Member handbook, you may also be eligible for additional leave considerations under the Americans with Disabilities Act (ADA).

### **A. Military Leave**

Team Members who require a leave of absence for the purpose of fulfilling military commitments will be granted such leave in accordance with applicable laws governing such leave.

### **B. Jury Duty**

An Exempt Team Member called to serve on jury duty must give his or her Manager as much advance notice as possible and provide a copy of the jury duty notice received in order to receive jury duty benefits.

For full-time Exempt Team Members, jury duty pay will be calculated based on the Team Member's base pay rate. Unless applicable state laws dictate otherwise, jury duty pay will be the difference between the Team Member's regular daily wage and the compensation received as a juror for each working day missed because of jury duty. All other non-exempt Team Members will be provided time off for jury duty but they are not eligible for Company-paid jury duty, unless contrary to applicable law. For purposes of overtime calculations for nonexempt Team Members, time off for jury duty will not count towards actual hours worked.

An eligible Team Member who has completed jury duty, will be required to provide his or her Supervisor or Department Manager with a statement from the court showing the time served and the amount of compensation received for this service. Team Members must report back to scheduled work as soon as they are released from jury duty.

### **C. Witness Duty/Crime Victim Leave**

A Team Member who is required to attend court proceedings as a victim of, or a witness to, a crime, or as a member of a victim's family, may use available vacation time or the time off will be unpaid. Notice of the necessity to attend such court proceedings should be immediately shown to their Manager so operating requirements can be adjusted. Team Members must report back to scheduled work as soon as they are released from court.

## **E. Personal Leave**

Under certain circumstances, the Company may grant an unpaid personal leave of absence to Team Members who have completed the introductory period. Team Members who have not completed the introductory period are not eligible for an unpaid personal leave of absence, unless contrary to applicable law.

The Company will determine whether to grant a request for a personal leave of absence under this policy, in its sole and absolute discretion. The Company will decide whether to grant such a request based on various factors, some of which include the Team Member's position and length of service; the purpose for which leave is required; and the effect the leave will have on department and/or Company operations.

A request for unpaid personal leave should be limited to unusual circumstances and must be in writing, specifying the reason for the leave (with supporting documents), the date on which the desired leave is to commence, and the Team Member's return date. The written request should be submitted to the Team Member's, HR Representative or General Manager. The request must be approved in writing before the leave begins.

Eligible Team Members continuously employed with the Company for less than one year may request an unpaid personal leave of absence of up to 2 calendar weeks. Eligible Team Members continuously employed by the Company for one year or more may request an unpaid personal leave of absence of up to 6 calendar weeks. An approved unpaid personal leave of absence may be extended for a designated period due to special circumstances, with the prior written approval of both the General Manager and Regional Director of Operations. Leaves more than 6 weeks will require the approval of the Corporate Director of Human Resources.

Misrepresenting reasons for requesting a leave of absence may result in disciplinary action, up to and including termination of employment. If, for any reason, a Team Member fails to return to work promptly upon the expiration of an approved leave of absence, the Team Member will be considered to have voluntarily resigned, unless contrary to applicable law.

The Company may require Team Members on unpaid personal leave to utilize available paid vacation during the leave. Unless otherwise required by applicable law, the Company cannot guarantee a Team Member's reinstatement to his/her position upon return from an unpaid leave of absence. Unless otherwise required by applicable law, the Company cannot guarantee that: (1) a position will be available for a Team Member returning from an unpaid personal leave, or (2) the Team Member will be selected for such a position.

The Team Member must be placed on "Leave of Absence" in the HR and Payroll System.

Any leave taken under this policy that qualifies as leave under the FMLA or any other State mandated leave law will be counted as such leave and applied against the Federal or State leave entitlement.

Exceptions to this policy may be approved by the hotels' Regional Director of Operations to comply with applicable laws.

## **F. Maternity Leave**

Pregnancy and childbearing are treated, for the purposes of this policy, as a temporary condition for which reasonable leave is available. If you are not eligible for leave under the federal Family and Medical Leave Act (FMLA) or any state leave law, the Company will grant you *unpaid* leave for a reasonable period to Team Members who have completed the introductory period. You are required to give as much notice as possible of your pending need for maternity leave for: (1) any illness arising out of and occurring during and relating to pregnancy; (2) for childbirth; and (3) for post-childbirth recovery. To qualify for such leave, the Team Member must provide the Company with written documentation from her physician verifying the medical need for such leave, the duration of leave needed, and the Team Member's expected return to work date.

Please inform Human Resources or your General Manager, as soon as possible, of the date you and your doctor anticipate that your leave will begin. Where the need for leave is foreseeable, the Company requests that the Team Member provide written notice of the need for such leave as soon as possible, but no later than 14 days before the leave is to begin. If the need for leave is unforeseeable, the Team Member must provide the Company with written notice of the need for leave as soon as practicable.

The duration of leave given to any Team Member under this policy will vary based upon the Team Member's documented medical need for leave. As a rule, a Team Member who delivers a child (or children) vaginally will be given six (6) weeks of leave, while a Team Member undergoing a caesarean section delivery will receive eight (8) weeks of leave. A Team Member may qualify for up to a total of twelve (12) weeks of unpaid leave if the Team Member's documented medical condition warrants a leave of this duration. Maternity leave will run concurrently with any other vacation and/or medical leave available pursuant to the Company's leave policies.

Your job will be protected to the extent that it is possible based upon the needs of the business and we will make every effort to hold your position open, or in the alternative, return you to a position that is the same status and pay, for which you may be qualified. Team Members who fail to return to work after the period of the approved maternity leave will be considered terminated from employment. Such Team Members are welcome to re-apply subject to the Company's usual hiring policies. Questions about this leave policy should be directed to the General Manager or Human Resources representative.

## **G. Family and Medical Leave (FMLA)**

### **A. GENERAL PROVISIONS**

It is the policy of the Company to grant Family and Medical Leave ("FMLA Leave"), and/or Service Member Family Leave during any Twelve Month Period to eligible Team Members, in accordance with the Family and Medical Leave Act of 1993, as amended by Section 565 of the National Defense Authorization Act for FY 2010 ("FMLA"). The leave may be paid, unpaid, or a combination of paid and unpaid, depending on the circumstances and as specified in this policy at the discretion of the Company.

To the extent that FMLA grants rights and benefits which are greater than the rights and benefits granted in this policy, the terms of the FMLA shall govern.

### **B. ELIGIBILITY**

For a Team Member to qualify to take family and medical leave under this policy, ALL the following conditions must be met:

- (1) Team Member must have been employed by the Company for at least 12 months.
- (2) Team Member must have worked at least 1250 hours during the Twelve-Month Period immediately preceding commencement of the leave.
- (3) The Company must employ at least 50 Team Members within 75 miles of the office or worksite at which Team Member works.

### **C. TYPE OF LEAVE COVERED**

(1) Except with respect to Service Member Family Leave described in Section C (2) below, if eligible, a Team Member can take up to 12 weeks of leave in a Twelve-Month Period. Each time Team Member takes leave, the Company will compute the amount of leave Team Member has taken under this policy in the previous 12 months and subtract it from the 12 weeks of available leave; the balance remaining is the maximum amount of leave Team Member is entitled to take at that time.

In order to qualify for leave under this policy, Team Member must take leave for one of the following reasons:

- (a) the birth of a child of Team Member and to care for the newborn child;
- (b) the placement of a child with Team Member for adoption or foster care;
- (c) to care for Team Member's spouse, child, or parent if such spouse, child, or parent has a Serious Health Condition;
- (d) for a Serious Health Condition that makes Team Member unable to perform the functions of Team Member's position; or
- (e) because of any Qualifying Exigency arising out of the fact that the spouse, or a son, daughter, or parent of the Team Member is: (i) a member of a component of the regular armed forces; (ii) a member of a reserve component of the armed forces; or (iii) a retired member of a component of the regular armed forces that has been called to Covered Active Duty (or has been notified of an impending call or order to Covered Active Duty) in the Armed Forces.

(2) If eligible, a Team Member can take up to 26 weeks of Service Member Family Leave during a Twelvemonth Period that begins on the first day of such Service Member Family Leave.

In order to qualify for Service Member Family Leave under this policy, Team Member must take leave because the Team Member must care for a Covered Service member and the Team Member is the spouse, son, daughter, parent, or Next of Kin of the Covered Service member. Specifically, the Covered Service member must be undergoing medical treatment, recuperation, therapy, otherwise in an Outpatient Status, or otherwise on the temporary disability retired list, for a Serious Illness or Injury.

Team Members taking Service Member Family Leave will only be entitled to a total of 26 weeks for any leave taken under subsections C (1) and C (2) of this policy.

Team Members with questions about which conditions are covered under this policy are encouraged to consult with the Human Resources Department. The Company requires Team Members to provide reasonable documentation of family relationship and certification of a Serious Health Condition. In addition, in the case of a Team Member who requests Service Member Family Leave; the Company requires the Team Member to provide certification that a Covered Service member is undergoing medical treatment, recuperation, therapy, is otherwise in an Outpatient Status, or is otherwise on the temporary disability retired list, for a Serious Illness or Injury.

In addition, the Company requires any Team Member taking a leave of absence, including, but not limited to, FMLA Leave or Service member Family Leave, to refrain from engaging in the following activities during such leave of absence: (i) working for any person or entity other than the Company; (ii) engaging in any work of a compensable or non-compensable nature; or (iii) engaging in any activities which are in conflict with the Team Member's certification and/or the reason(s) necessitating the Team Member's leave of absence.

#### **D. REINSTATEMENT RIGHTS**

A Team Member returning from FMLA Leave or Service Member Family Leave is entitled to be restored to the same position the Team Member held when leave began or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment, subject to the limitations set forth in the FMLA.

A Team Member returning from FMLA Leave or Service Member Family Leave is not entitled to any greater rights than he or she would have if he or she had not taken the leave. Therefore, the Company may deny a Team



Member returning from FMLA Leave or Service Member Family Leave reinstatement if the Team Member would not otherwise have been employed at the time the Team Member requests reinstatement.

#### **E. PROCEDURE**

Team Member SHALL:

1. Provide at least 30 days' advance written notice before FMLA Leave or Family Service Member Leave is to begin if possible. If not possible, notice must be given within two business days of when Team Member knows of need for leave. Team Members seeking foreseeable leave under Section (C)(1)(e) above shall provide such notice as is reasonable and practicable.
2. Complete leave request form.
3. Provide certification issued by an authorized healthcare provider to support Serious Health Conditions, or certification that a Covered Service Member is undergoing medical treatment, recuperation, therapy, is otherwise in an Outpatient Status, or is otherwise on the temporary disability retired list, for a Serious Illness or Injury, if applicable.
4. Provide certification related to Covered Active Duty or call to Covered Active Duty, in the case of a request for leave under Section C(1)(e) above.
5. Consult with the Company and make a reasonable effort to schedule the leave so as not to unduly disrupt the operations and to consult prior to scheduling of treatment in order to work out a treatment schedule which best suits the needs of both the Company and the Team Member.
6. Provide statement of medical necessity for intermittent leave or leave on a reduced leave schedule and state the expected duration of the intermittent leave or reduced leave schedule. This intermittent leave shall be counted toward the 12 or 26 weeks of leave. Team Member must attempt to schedule leave so as not to disrupt Company operations. The Company may assign Team Member to alternative position with equivalent pay and benefits that better accommodates the intermittent or reduced leave schedule for leave requests pursuant to Sections C(1)(c) and (d) and C (2) above.
7. Continue to pay the Team Member's share of health benefits for the duration of the leave. Failure to maintain the healthcare premiums may result in termination of these benefits after a 30-day lapse in payment. **(Mail premium payments to: 1305 Mall of Georgia Blvd., Buford GA 30519 / Attention: payroll department)**
8. Repay any health insurance benefit premium paid by the Company to maintain coverage for the Team Member during any period of leave if the Team Member fails to return to duty. This repayment may be waived under appropriate circumstances.
9. Report on a monthly basis of status and intent to return to work.
10. Provide return to work/fitness for duty certificate from authorized healthcare provider.
11. Team Member must exhaust all earned vacation and earned paid hours during leave. After the Team Member's earned hours are exhausted, any additional leave shall be unpaid. All paid hours are applied toward the maximum 12 or 26 weeks of leave.

12. Any leave under this policy shall run concurrently with workers' compensation absences and any short term or long-term disability leave.
13. Married couples\* who both work for the Company may both request leave because of the birth or adoption of a child, initial placement of a foster child, or to care for a child, spouse, or parent with a Serious Health Condition. Their combined leave for such purposes may not exceed 12 weeks during any Twelve-Month Period.
14. Married couples\* who both work for the Company may both request Service Member Family Leave to care for an eligible service member if the Team Members are the son, daughter, parent, or Next of Kin of the eligible service member or if they both request a combination of Service Member Family Leave and leave because of the birth or adoption of a child, initial placement of a foster child, or to care for a child, spouse, or parent with a Serious Health Condition. Their combined leave for such purposes may not exceed 26 weeks during any Twelve-Month Period.

\* The definition of spouse is those individuals that are in a lawfully recognized opposite sex, same-sex, or common law-marriage, regardless of where they live.

Employer SHALL:

1. Designate leave as FMLA Leave or Service Member Family Leave, and designate leave as paid or unpaid.
2. Notify Team Member whether leave is designated as FMLA Leave or Service Member Family Leave. Notice may be given orally or in writing.
3. Notify Team Member of any requirements to furnish medical certification and consequences of failing to do so.
4. Notify Team Member of his or her right to exhaust paid leave in accordance with the Company's procedures, whether Company will require exhaust of paid leave, and the conditions related to any exhaustion of paid leave.
5. Notify Team Member of requirement to make any premium payments to maintain health benefits, arrangements for making such payments, and possible consequences of failure to make such payments.
6. Notify Team Member of requirement to present a fitness for duty certificate to be restored to employment, and whether such fitness for duty certificate must address Team Member's ability to perform the essential functions of his or her job.
7. Notify Team Member if he or she is designated as a "key Team Member" and the potential consequence that restoration may be denied following leave under certain conditions.
8. Notify Team Member of Team Member's right to restoration to same or equivalent job upon return from leave.
9. Notify Team Member of Team Member's potential liability for payment of health insurance premiums paid by the employer during the Team Member's leave if the Team Member fails to return to work.

Company MAY:

1. Directly contact Team Members' health care provider to authenticate information provided on a medical certification form and/or to seek clarification regarding a fitness for duty certification.
2. Require that Team Member obtain, at the Company's expense, a second opinion of a health care provider designated or approved by the Company if there is reason to doubt the validity of Team Member's medical certification.
3. Require that Team Member obtain, at the Company's expense, the opinion of a third health care provider if there is a conflict between the first and second opinions.
4. Require Team Member to obtain subsequent medical recertification.
5. Require Team Member on leave to report Team Member's status and intention to return to work.

## **F. DEFINITIONS**

### **Covered Active Duty**

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 section 101(a) (13) (B) of title 10, United States Code.

### **Covered Service Member**

A member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in an Outpatient Status, or is otherwise on the temporary disability retired list, for a Serious Illness or Injury.

A Veteran 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 5 years preceding the date on which the Veteran undergoes that medical treatment, recuperation, or therapy.

### **Equivalent Position**

Jobs that involve the same or substantially similar duties and responsibilities, which entail substantially equivalent skill, effort, responsibility and authority.

### **Intermittent Leave**

Leave taken in separate blocks of time due to a single qualifying reason. The Company will limit leave increments to one hour or more.

### **Leave of Absence**

A period in which the Team Member is temporarily unable to perform his/her job and must be absent from the work site.

### **Next of Kin**

As used with respect to an individual, means the nearest blood relative of that individual.

## **Outpatient Status**

The status of a member of the Armed Forces assigned to

- (A) a military medical treatment facility as an outpatient; or
- (B) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

## **Qualifying Exigency**

Includes, but is not limited to, the following:

- Short-notice deployment;
- Military events and related activities;
- Childcare and school activities;
- Financial and legal arrangements;
- Counseling;
- Rest and recuperation;
- Post-deployment activities; or
- Additional activities agreed upon by the employer and Team Member.

## **Reduced Leave Schedule**

A leave schedule that reduces a Team Member's usual number of working hours per work week, or hours per workday, to a number fewer than the Team Member's normal work schedule. A reduced leave schedule is a change in the Team Member's schedule for a period, normally from full-time to part-time.

## **Serious Health Condition**

An illness, injury, impairment, or physical or mental condition that involves:

- any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility; or
- a period of incapacity requiring absence of more than **three calendar days** from work, school, or other regular daily activities that also involves continuing treatment by (or under the supervision of) a health care provider; or
- any period of incapacity due to pregnancy, or for prenatal care; or
- any period of incapacity (or treatment therefore) due to a chronic serious health condition (e.g., asthma, diabetes, epilepsy, etc.); or
- a period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective (e.g., Alzheimer's, stroke, terminal diseases, etc.); or,
- any absences to receive multiple treatments (including any period of recovery there from) by, or on referral by, a health care provider for a condition that likely would result in incapacity of more than three consecutive days if left untreated (e.g., chemotherapy, physical therapy, dialysis, etc.).

## **Serious Injury or Illness**

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

duty on active duty in the Armed Forces) 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 the period of 5 years preceding the date on which the Veteran undergoes that medical treatment, recuperation, or therapy, means a qualifying injury or illness (as defined by the Secretary of Labor) that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a Veteran.

### **Twelve Month Period**

For FMLA Leave (excluding Service Member Family Leave): Rolling 12-month period measured backward from the date Team Member uses any FMLA Leave.

For Service Member Family Leave: 12-month period measured from the date Team Member begins such Service Member Family Leave.

### **Veteran**

The term "Veteran" has the meaning given the term in Section 101 of Title 38, United States Code.

## **G. UNLAWFUL ACTS BY EMPLOYERS**

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

## **H. ENFORCEMENT**

A Team Member may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA will run concurrently, where required, with any State mandated leave laws.

## **I. BENEFITS DURING LEAVE OF ABSENCE**

The Team Member is responsible for paying their portion of the insurance premiums while out on a leave of absence of any kind. The Team Member must use earned vacation time while out on leave.

# **IX. Communication and Information Systems**

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## **A. Phone Calls, Messages, and Visitors in the Workplace**

Team Members are not permitted to carry or use cell phones, pagers, radios, iPod, MP3 players or wireless ear buds during working hours, unless their Supervisor, Manager or General Manager gives the Team Member specific

permission to carry and use the item for business reasons. Team Members must also avoid personal phone calls, visitors, and conducting any other personal business while on duty, except in emergency situations. The employee is responsible for communicating any emergency situation to their manager or supervisor.

Personal visits by family members, to include (spouse, parent, children,) and friends during work hours are not permitted. Any exceptions must be pre-approved by the General Manager.

If a Team Member has excessive personal interruptions during working hours, the Team Member will be subject to disciplinary action, up to and including termination.

### **□ Text Messaging**

Team Members are encouraged to exercise care when text messaging other Team Members or customers/potential customers as some generally acceptable practices in the personal arena of text messaging, may not be appropriate in a business environment. Text messaging should conform to the company's standard policies for written communications and must be consistent with the Team Member Code of Conduct. Team Members should refrain from responding to personal text messages during regular work time.

## **B. Use of Phones, Mail, Computers, Internet and e-Mail**

The purpose of this policy is to insure the proper use of the Company's telephones, facsimile machines, computers, internet, e-mail, cellular telephones, radio phones or other communication technology which the Company may use in its facilities or provide to its Team Members (the "Systems") and to make users aware of what the Company deems to be acceptable and unacceptable use of its systems. These Systems are property of the Company and are intended for business use; however, limited personal usage, during non-working time, is permitted if it does not hinder performance of job duties or violate any other Company policy. This includes the voicemail, e-mail and Internet systems.

Users have no legitimate expectation of privacy regarding their use of the systems. Computer, internet, email or online service users expressly waive any right of privacy in anything they create, store, send, or receive on the Company's computer system. To the extent permitted by law and to ensure compliance with this policy, the Company reserves the right to monitor the Systems, and retrieve and read any information or data composed, sent, or received through the Systems and/or stored in the Systems. The Company can, but is not obliged to, monitor computer, internet, email or online services usage without prior notification. If there is evidence that a Team Member is not adhering to the guidelines set out in this policy, the Company reserves the right to take disciplinary action, including termination and/or legal action. This policy does not grant the Team Member any contractual rights.

The Systems are business communication tools and users are obliged to use these tools in a responsible, effective and lawful manner. Although by their nature email and/or online services seem to be less formal than other written communication, the same laws and policies apply. When using one or more of the Systems, the following rules apply:

1. The Systems are to be used to conduct Company business; except for limited personal usage as described above. Uses that interfere with normal business activities, involve solicitation, or are employed with any for-profit business activities or could potentially embarrass the Company are strictly forbidden.
2. Team Members have no expectation of privacy when using the Company's Systems. There are no privacy rights in voice messages, emails, text messages, or internet usage through the use of the Company's computers and related electronics equipment supplied or owned by the Company, including telephones and cellular phones. All messages distributed via the Company's email system are Company property. This includes

messages sent or received on personal, web-based email accounts if Company equipment is used to access those account(s).

3. Access to and use of the Company's computer equipment and the Internet including communication by email, is not confidential. Internet access can and will be monitored. Web browsers leave traceable "footprints" to all sites visited. All email accounts maintained on our email systems are property of the Company.
4. The Systems may not be used to create and/or communicate any offensive or disruptive messages. Offensive or disruptive messages include, but are not limited to, any messages which contain sexual implications, racial slurs, gender-specific comments or any comment that could reasonably offend someone on the basis of race, age, sex, religion, national origin, disability, or any other characteristic protected by applicable law.
5. The Systems may not be used to send (upload) or receive (download) copyrighted materials without authorization. All approved downloaded files must be tested for viruses prior to use. Copyright and licensing laws must also be observed prior to using downloaded files. The Systems may not be used to disclose the Company's trade secrets, proprietary financial information, or similar materials for any purpose other than the Company's business, except as authorized in writing by the Company. The Systems may not be used to use or disclose the confidential information or trade secrets of any third party.
6. The Systems may not be used to deliberately perform any act that will impair the operation of any System. Such acts include injecting viruses and/or sending excessively large mailings, batch programs, "junk mail" (including chain letters), etc.
7. Team Members must not assume the confidentiality of any message. Even when a message is erased, it is still possible to retrieve and read that message.
8. Team Members must not retrieve or read messages that are not sent to them.
9. Team Members should not use a code, access a file, or retrieve any stored information, unless authorized to do so. Team Members should not attempt to gain access to another Team Member's messages without permission. For security purposes, Team Members may not share account or password information with unauthorized persons. Attempting to obtain another user's account password is strictly prohibited. Team Members are required to obtain another password if they have reason to believe that any unauthorized person has obtained their password. Users are required to take all necessary precautions to prevent unauthorized access to the Systems.
10. Personal use of telephones for long-distance and toll calls is not permitted. If Team Members use the Company phone systems for personal purposes, they are responsible to reimburse the Company for any charges resulting from their personal use of the telephone. If a Team Member does not pay such charges within 5 days of receiving the charge, the Company will deduct the amount from the Team Member's next paycheck, to the extent permitted by applicable law.
11. The use of Company office supplies and/or postage for personal use is not permitted.
12. Team Members may not install personal software on a Company-owned computer.
13. Internet usage through the Company's systems must be limited to business purposes only during work time. Limited personal usage during non-work time is permitted if it does not hinder performance of job duties or violate any other Company policy. Personal/private Team Member blogging or personal/private use of such social media sites as Facebook, My Space or Twitter is prohibited during working hours. Team Members are prohibited from disclosing confidential information or information that could breach the security of the Company's computer system in any way. It is also prohibited to use the Company logo and trademarks without authorization. Team Members assume any and all risk Employed with blogging and/or posting on Company time and on Company equipment. The Company may require immediate removal of, and impose

discipline for, material that is disruptive to the workplace and/or undermines the reputation or the image of the Company.

14. Use of social media of a business nature, such as LinkedIn or a “Members Only” site maintained by a Company-approved professional organization may be permitted during working time if limited to a professional rather than personal nature and kept short in duration in terms of time accessed. These must be pre-approved by the General Manager.
15. You may be issued a mobile phone or smart phone for business purposes. Use of the phones for personal calls are allowed only when incidental to company business, or during specified periods provided in the calling plan, where no additional charge is incurred by the company.

Mobile phones/smart phones, lap tops provided by the company remain the property of the company and are to be returned when leaving the Company or if job duties change and no longer require the use of the mobile phone or lap top. You should respond to calls or messages by the end of each business day. If you are unable to provide a complete response, advise the caller of a time to expect a response.

Failure to follow these rules may result in disciplinary action, up to and including immediate termination. Violations will be reviewed on a case-by-case basis. If it is determined that a Team Member has violated one or more use regulations, that Team Member will receive disciplinary action, up to and including immediate termination, according to applicable Company policies and the Team Member’s future use of the Systems will be closely monitored.

## **C. Media Contacts**

The Company has a responsibility to safeguard information relating to our business, Team Members, customers, and guests. No Team Member should respond to media questions about the Company’s operations, Team Members, Guests, or any other business matters, unless prior written approval has been obtained from the Company’s Chief Executive Officer (CEO).

If a member of the media contacts a Team Member, the Team Member is to politely inform the media representative that the Company policy is to contact the General Manager. The General Manager should contact the corporate office before responding to questions concerning the hotel and contact the Company’s CEO for questions concerning the Company.

## **D. Bulletin Boards**

Bulletin boards are maintained throughout the Company for the posting of upcoming events, benefits information, general news, and Company announcements. In addition, bulletin boards are used to communicate information on equal employment opportunities, wage and hour laws, and health and safety information, as well as other important issues, in accordance with applicable law.

Team Members may not post, tape, tack or affix in any way, pictures or written materials on any Company bulletin boards or other public areas on Company premises without prior approval from the Human Resources Department.

## **E. No Solicitation or Distribution**

Solicitation or distribution of literature by non-Team Members on Company premises is always prohibited. Solicitation and distribution of literature or other materials by Team Members for non-business-related purposes is prohibited:

1. In non-working areas during working time.



2. In working areas at all times. Working areas include all Company premises.
3. When either the solicitor or Team Member being solicited is on working time. Working time does not include meal breaks or other scheduled breaks.

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

## **F. Open Door Policy and Team Member Issue Resolution**

The Company strives to ensure fair and honest treatment of all Team Members. Team Members are expected to treat each other with mutual respect. Team Members are encouraged to offer positive and constructive criticism in a reasonable, business-like manner. Unless otherwise provided in this Handbook, Team Members who experience or observe a work concern should report such incidents by contacting their Supervisor, Department Head, General Manager or HR Manager / Controller.

Work-related issues relating to day-to-day operations, such as scheduling, availability of supplies, time-off requests, etc., are best addressed by going to your immediate Supervisor or Department Head. Most problems can be resolved at this level. However, if you believe you have not received a satisfactory response, you may contact the next appropriate level of Management.

Not every problem can be resolved to everyone's total satisfaction, but through understanding and discussion of mutual problems, we hope that Team Members and Management can develop confidence in each other. This confidence is important to the operation of an effective and harmonious work environment. The Company's Management reserves the right to make the ultimate decision as to how to resolve a situation, in its sole and absolute discretion.

## **G. Software Policy**

Unauthorized duplication of copyrighted computer software violates the law and is contrary to the Company's policies. It is imperative that all Team Members understand the significance of protecting their PC stations against unauthorized software duplication. Unauthorized software duplication is against the law, and Team Members must follow the following standards to ensure compliance with this policy. Team Members with any knowledge of a policy violation must promptly report this violation to the Company.

1. All computers purchased and used by the Company are supplied with licensed copies of software programs.
2. Using or copying any software product in violation of the applicable license agreement is strictly prohibited.
3. Any Team Member found copying software, other than for authorized backup purposes, is subject to disciplinary action, up to and including termination.
4. Team Members may NOT install personal software on a Company-owned computer.
5. Any Team Member who installs software on a Company-owned computer without the consent of the Department Head may be subject to disciplinary action, up to and including termination.
6. Third party screensavers should not be installed on any Company-owned computers because of their potential conflict with system stability and support.

Violations of this policy may result in disciplinary action, up to and including termination of employment. Violators may also be subject to prosecution under federal, state and/or local laws.

## **X. Safety and Security**

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### **A. Safety**

Each Team Member is expected to obey safety rules and to exercise caution in all work activities. The Company also encourages Team Members with ideas, concerns, or suggestions for improved safety to raise them with their Manager. Team Members must immediately report any unsafe condition to their Supervisor or Department Head.

As general safety guidelines, please:

- Be aware of your surroundings. Report unsafe or potentially unsafe conditions to your Supervisor or Department Head.
- Emergency procedures may differ by individual locations. Learn and follow your location's emergency instructions for fires, weather emergencies, or other emergency situations.
- Know the location of the property's fire-fighting equipment. You are not expected to use any equipment, except a fire extinguisher, and should only use one if you have been trained to use it and have already sounded the alarm.
- No matter how slight it seems, promptly report any accidents to your Supervisor or Department Head. If a co-worker or guest is injured or ill, contact your Supervisor or Department Head for assistance at once.
- Learn and practice safe lifting and reaching practices. Never attempt to lift an object that you do not feel you can lift properly. Use step stools and ladders when objects are out of your reach.
- Keep walkways free of debris and items. Clean up breaks and spills immediately. Do not pick up broken glass with your hands. Use a brush or broom. Do not use your hands to push trash down into a trash container.
- Always wear the appropriate safety equipment. Wear cut-resistant gloves when cleaning tools and equipment. Take particular care when wearing rings because they may be hazardous in the performance of some job duties. Long chains or pendants should not be worn, as they present a safety hazard. If you need safety equipment, see your Manager.
- Do not operate equipment that you have not been trained to operate.
- Only handle those chemicals and/or materials for which you are authorized. Review Material Safety Data Sheets on chemicals before using them. If you do not understand the label instructions or warnings or cannot find a product instruction and/or labels, ask your Supervisor or Department Head for help.
- All areas of the hotel must be maintained and in compliance with applicable federal, state, county, city and hotel health and sanitation regulations. All Team Members must wash hands before returning to work after using the restroom.
- Follow proper procedures for dealing with blood and contaminated fluids.

Team Members who violate safety standards, cause hazardous or dangerous situations, fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination of employment.

## **B. Weapons in The Workplace**

For the safety of our Team Members and guests, the Company prohibits weapons of any kind in the workplace (other than those carried by uniformed police officers).

### **Weapons in Vehicles**

**Alabama** state law allows individuals who possess a valid Alabama state pistol permit to keep firearms stored in their vehicle while at work, as well as allowing those who possess a valid state hunting license to store an unloaded rifle or shotgun in their vehicle while at work. In Alabama, the firearm must be kept from ordinary observation within the vehicle. When you are not in the vehicle, the firearm must be kept from ordinary observation and locked within a compartment, container, or in the interior of the vehicle or in a compartment or container securely affixed to the motor vehicle.

## **Dangerous/Emergency Situations**

If you encounter an armed or dangerous person, you should not attempt to challenge or disarm the individual. You should remain calm, make constant eye contact and talk to the individual. If a Manager can be safely notified of the need for assistance without endangering your safety or the safety of others, such notice should be given. Otherwise, cooperate and follow the instructions given.

If you receive or overhear any threatening communications from another Team Member or outside third party, report it to your Manager at once. Do not engage in either physical or verbal confrontation with a potentially violent individual. If you encounter an individual who is threatening immediate harm to a Team Member or visitor, contact an emergency agency (such as 911) immediately.

## **C. Driving Requirements and Safety**

All Team Members driving any vehicle on Company business must have a valid driver's license for the kind of vehicle they will be required to drive. In addition, Team Members driving personal vehicles while performing services for the Company must have a valid driver's license and the legally required auto insurance. Team Members who drive on Company business will be subject to periodic review of their driving record. Failure to maintain a valid driver's license, Company-required auto insurance, and/or a satisfactory driving record, will result in disciplinary action, up to and including termination.

Team Members are not permitted to drive the automobiles of guests, except for those Team Members specifically assigned valet parking duties at properties that offer valet parking. No Team Member should operate a vehicle on Company business while under the influence of intoxicating beverages or drugs. When driving, Team Members are expected to comply with all safety precautions and laws, including, but not limited to, wearing a seat belt and following all posted speed limits. Improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, while engaging in Company business may result in disciplinary action, up to and including termination of employment. Team Members must immediately report all moving violations or accidents while on Company business to their General Manager.

## **D. Security**

You have a responsibility to observe and maintain established security regulations. The following information is not all inclusive. Observing these measures will assist in maintaining a more secure environment:

- Report any suspicious activity to your Manager.

- Any unclaimed article found on the premises must be turned in immediately to the Lost and Found for safe keeping until the owner is located. If the owner is not located within an appropriate timeframe, the Supervisor or Department Head will determine how and when the articles will be disposed.
- Hard keys and/or card keys issued to you in the course of employment are Company property. If you are issued keys, it is your responsibility to keep control over these keys. Keys should only be taken off Company premises if approved by your General Manager.
- Lockers may be provided where available and will be assigned by Human Resources the General Manager. Hotel property and any unauthorized or unsafe items are not permitted in Team Member lockers. All lockers are the property of the hotel and, therefore, are subject to inspection at any time. The hotel is not responsible for personal items left in lockers.
- Do not leave room lists or other means of identifying the room's occupants out in the open for the public to view. Never reveal the room number of a guest.
- If guests approach you and ask to have a room opened because they have lost a key, send them to the front desk. Do not open the door for any guests. Explain to the guests that they must go to the front desk for their own safety and security.
- If you are a room attendant, only open the room that you are cleaning. Opening multiple room doors creates a favorable environment for theft of guest or hotel property and allows someone to enter a room and wait to harm you. If a guest is present in an occupied room, offer to return at a more convenient time or "buddy clean" with another Team Member. Never stay in a room alone with a guest.
- Do not display or count cash out in the open. If you have a cash bank as part of your job, do not leave it unattended.
- Do not leave personal items in unsecured areas.

## E. **Workplace Monitoring/Inspections**

To the extent permitted by law, the Company and its representatives, reserve the right to inspect any person or personal property – including but not limited to the contents of a desk, lunch box, purse, briefcase, parcel, duffle bag, personal or Company vehicle, locker, or any other receptacle – used or located on Company premises, with or without prior notice.

Team Members may be provided with offices, desks, filing cabinets, lockers and/or other storage facilities or Company vehicles as necessary to perform their job functions and responsibilities. All such property remains under the control, custody and supervision of the Company. Team Members have no expectation of privacy in Company storage facilities or for any personal items placed in such storage facilities/vehicles. If storage facilities/vehicles are locked to secure confidential or valuable materials, a master key or combination must be retained by the Company.

The Company retains the right to access and search all storage facilities/vehicles without notice or consent of Team Members. A Team Member who refuses to comply with a request by the Company to access storage facilities/vehicles is subject to discipline up to and including termination of employment.

If a search of storage facilities/vehicles produces evidence that a Team Member has violated Company policies or any law, such evidence will be impounded by the Company and appropriate action taken.

**The Company utilizes an advanced surveillance system to protect Company property and the property of guests. Team Members of the Company have no expectation of privacy while on Company property.**

## **F. Violence Free Workplace**

It is the Company's policy to provide a workplace that is safe and free from all threatening and intimidating conduct. The Company will not tolerate violence or threats of violence in any form in the workplace, at workrelated functions, or outside of work if it affects the workplace. It is a violation of this policy for any individual to engage in any conduct, verbal or physical, which intimidates, endangers or creates the perception of intent to harm persons or property.

To the extent permitted by law, weapons of any kind, on Company premises or in Company vehicles, are always absolutely prohibited. A weapon is defined as any firearm, article, or device intended or designed to intimidate and/or cause personal injury or death. This definition applies to licensed or otherwise legal weapons as well as illegal weapons, whether concealed or unconcealed. The Company reserves the right to determine, in its sole and absolute discretion, what constitutes a weapon.

The prohibition of weapons applies to all Team Members, contractors, vendors, and consultants of the Company. This prohibition extends to any person engaging in Company business. The only exceptions are on-duty law enforcement officers and other government personnel authorized by law to carry weapons; armored car personnel; and Team Members or non-Team Members who have been pre-authorized in writing by the Company's Chief Operating Officer to carry a lawfully obtained weapon in connection with the performance of their duties for the Company.

Any violation of this policy by a Team Member will lead to disciplinary action, up to and including termination. Where such actions involve non-Team Members, the Company will take whatever action is appropriate under the circumstances, as determined in its sole and absolute discretion. Furthermore, Team Members in violation of this policy may be subject to criminal prosecution.

## **XI. Working Conditions**

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### **A. Outside Employment**

Team Members who wish to hold outside jobs in addition to their employment with the Company are required to notify their Department Manager, Human Resources or General Manager before accepting outside jobs. This is to ensure that any outside employment does not conflict with the Company's interests or violate Company policy.

If the Company determines that a Team Member's current outside work interferes with his or her performance or ability to meet the Company's requirements, or otherwise conflicts with Company policies, the Team Member may be asked to terminate the outside employment if he or she wishes to remain with the Company.

Failure to comply with this policy may lead to disciplinary action, up to and including termination.

### **B. Confidentiality and Non-Disclosure**

We expect Team Members to be proud of the Company and to talk about the Company with family, friends, and business contacts. However, Team Members should not discuss information about the Company that has not been publicly announced or is not otherwise publicly available. The protection of the Company's confidential business and trade secrets is vital to the interests and the success of the Company. Such confidential information includes, but is not limited to, the following examples:

- Customers and guests' financial and personal data, including names, addresses, banking and credit card information, and activities while on Company premises.

- Team Member information, including social security numbers, salaries, home addresses, and home phone numbers.
- Financial information and/or marketing strategies
- Pending projects and proposals

Team Members are responsible for the internal security of the Company's trade secrets and confidential information. This information should be safeguarded when in use, filed properly when not in use, destroyed when no longer required, and discussed only with those who have a legitimate business need to know. Written communication involving trade secrets or confidential information should always be addressed to a specific individual and marked "Confidential".

It is the Company's policy not to infringe upon the proprietary information, trade secrets, or confidential information of third parties. In addition, it is the Company's policy not to interfere with third parties' contractual or business relations. You have represented and warranted that you are not subject to any agreement or obligation that would prevent you from performing your duties for the Company, and that you are not subject to or in breach of any non-disclosure agreement, including any agreement concerning trade secrets or confidential information owned by another party. During your employment with the Company, you shall not use, disclose, or reverse engineer (i) any confidential information or trade secrets of any former employer or third party, or (ii) any works of authorship developed in whole or in part by you during any former employment or for any other party, unless authorized in writing by the former employer or third party. The unauthorized possession or distribution of trade secrets or confidential information of another may be grounds for disciplinary action, up to and including termination.

Team Members who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action, up to and including termination of employment and may be subject to civil and/or criminal penalties.

## **C. Business Ethics and Conflict of Interest**

It is the Company's policy that all Team Members avoid any conflict between their personal interests and those of the Company. The purpose of this policy is to ensure that the Company's honesty and integrity, and therefore its reputation, are not compromised. The fundamental principle guiding this policy is that no Team Member should have, or appear to have, personal interests or relationships that actually or potentially conflict with the best interests of the Company.

It is not possible to give an exhaustive list of situations that might involve violations of this policy. However, the situations that would constitute a conflict in most cases include but are not limited to:

1. Holding an interest in or accepting free or discounted goods from any organization that does, or is seeking to do, business with the Company, by any Team Member who is in a position to directly or indirectly influence either the Company's decision to do business, or the terms upon which business would be done with such organization.
2. Holding any interest in an organization that competes with the Company.
3. Being employed by (including as a consultant) or serving on the board of any organization which does, or is seeking to do, business with the Company or which competes with the Company.
4. Profiting personally, e.g., through commissions, loans, expense reimbursements or other payments, from any organization seeking to do business with the Company.

A conflict of interest would also exist when a member of a Team Member's immediate family is involved in situations such as those above.

This policy is not intended to prohibit the acceptance of modest courtesies, openly given and accepted as part of the usual business amenities, for example, occasional business-related meals or promotional items of nominal or minor value.

It is your responsibility to report any actual or potential conflict that may exist between you (and your immediate family) and the Company.

## **D. Discovery, Inventions and Proprietary Rights**

Computer programs developed by Team Members, within the scope of their jobs and using the Company's computer resources, are the exclusive property of the Company. Any hardware, software, and documentation owned by the Company may not be sold, transferred, reproduced or used for non-Company business purposes.

All discoveries, inventions and developments, including improvements and modifications, made by a Team Member during his or her employment are the property of the Company. The Company shall have the right to file and prosecute all patent applications on such discoveries and/or inventions. At any time during or after employment, the Team Member will be responsible for providing the Company with all documents, information and assistance requested for the filing or prosecution of any patent application.

## **E. Company Name and Trademark**

The Company's not the Brand's name, logo, trademark, copyrights, or corporate letterheads may not be used for any purpose other than in the normal course of official Company business, unless expressly approved by the Owner/CEO. You may not use the name "FMD Hospitality " nor "Hari Sai , LLC" in the Internet address of a personal Web page. Company logos, trademarks, web addresses, email addresses or other symbols in Social Media are not permitted.

## **F. Business Expense Reimbursement**

Team Members may be reimbursed for reasonable approved expenses incurred in the course of business. These expenses must be approved by your Supervisor or Department Head, and may include air travel, hotels, motels, meals, cab fare, rental vehicles, or gas and car mileage for personal vehicles. All expenses incurred should be submitted to the General Manager along with the receipts in a timely manner.

Team Members are expected to exercise restraint and good judgment when incurring expenses. You should contact your Supervisor or Department Head in advance if you have any questions about whether an expense will be reimbursed.

## **G. Personal Appearance**

During working hours, Team Members are expected to present a clean and neat appearance and to dress according to the requirements of their positions. Managers are required to be dressed professionally, always while on duty or on property.

- Cleanliness and caring for your personal hygiene, such as daily bathing, shaving, use of deodorant, cleaning of teeth and maintaining clean and neatly trimmed fingernails (without designs or excessive polish) is a requirement. Colognes/perfumes, make-up and jewelry should be conservative and kept to a minimum. The only pierced/clipped jewelry allowed is for the ear lobes. Wearing pierced/clipped

jewelry for the nose, lips, eye brows, tongue and other body areas is not allowed. Male Team Members may not wear any earrings while in uniform.

- For women, hair should be conservative in style and color and should not obstruct eye-to-eye contact. No extreme hair ornaments will be permitted. Hair may be required to be pulled or tied back (in the case of food service, a hair net or hat may be required). For men, hair should be conservative in style and color and not obstruct eye-to-eye contact. No extreme braids or extreme hair ornaments will be permitted, and hair should not be longer than collar length. Moustaches, beards, and goatees are acceptable if they are kept short, well-groomed and grown during vacation or a non-working period. Hats are not permitted unless part of a uniform. This would include, but is not limited to, bandanas and caps.
- Visible tattoos and similar body art should be covered by uniforms or clothing.
- To provide easy identification of Team Members and to present a favorable impression of operations, certain Team Members are assigned uniforms and name tags. These Team Members are required to wear this attire while working. Uniforms and/or name tags may be worn only during scheduled work hours and while in transit between work and home.
- Team Members not required to wear a uniform should dress for a professional business environment. The attire must not be distracting or disrespectful of others. Casual wear such as worn jeans, overly tight-fitting clothing, tank tops, T-shirts, short shorts, cut off shorts, sheer and low-cut tops, bare-backed dresses, or midriffs are NOT permitted.
- All clothes and uniforms should be clean, freshly pressed, well-coordinated, and worn with conservative hosiery or socks.
- If Team Members work in a guest contact area, the Manager will specify the type of shoes to wear. Shoes must always be kept shined and in good repair. Those working the back of the house should wear shoes that are safe for their type of work. Sandals, flip-flops, tennis shoes, clogs, platform shoes, moccasins, slippers, or other similar footwear are not acceptable, unless specifically approved for your position by your General Manager.

This list of rules and guidelines concerning personal appearance is not all-inclusive, and the Company reserves the right to determine what is considered appropriate. Exceptions must be cleared in advance by the Regional Director of Operations. If Team Members have questions as to what constitutes appropriate attire, they should talk to their General Manager or Human Resources representative.

Team Members who appear for work inappropriately dressed will be sent home and directed to return to work in proper attire. Under such circumstances, Team Members will not be compensated for the time away from work.

Improper wearing of uniforms and/or name tags, or failure to follow the Company's personal appearance standards is prohibited and subject to disciplinary action, up to and including termination of employment.

## **H. Work Areas**

Team Members must stay in their work area as defined by their Supervisor or Department Head. Team Members should not enter other areas of the premises unless their position calls for such action, or if instructed by the Supervisor or Department Head. Work areas are to be kept clear of unnecessary materials or personal items.

Radios, iPod, and other devices that may be distracting to you and others are permitted only with permission from your General Manager. If allowed, the volume must be maintained at a level that cannot be heard outside the immediate space in which the device is located.



## **I. Smoking Policy**

To maintain a safe environment and to ensure compliance with applicable laws, smoking, is strictly regulated.

Smoking in the workplace, including the use of e-cigarettes, whether on or off duty, is prohibited except in those locations that have been specifically designated as smoking areas. Team Members may smoke in the designated smoking area(s) (where ashtrays are located) during their scheduled breaks. Team Members are not allowed to smoke in any work area, guestroom, corridor, lobby, or in any other area on Company premises where they may be viewed by guests. In situations where the preferences of smokers and non-smokers are in direct conflict, the preferences of non-smokers will prevail.

## **J. Off-Duty Hours**

In order to keep all facilities available for our guests and to prevent awkward situations from occurring, Team Members are prohibited from socializing on Company premises during non-working hours. This includes, but is not limited to, rooms, restaurant, cocktail lounge, health club, and swimming pool areas. In addition, Team Members should not regularly enter Company premises more than fifteen (15) minutes prior to the start of a shift and should vacate the premises within fifteen (15) minutes of the close of the shift.

## **K. Responsibility For and Return of Property**

When handling or using the property of the Company's guests, vendors and/or another Team Member, Team Members are expected to exercise care and follow all applicable instructions and safety guidelines. Team Members may not use the property of the Company, guests, vendors, and/or other Team Members without permission or for other than job-related purposes. In addition, Team Members may not remove such property from the Company premises without permission.

Equipment is essential in accomplishing job duties is often expensive and may be difficult to replace. When using Company property, Team Members are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards and guidelines.

If any Company equipment, machine, tool or vehicle appears to be damaged, defective, or in need of repair, Team Members must immediately notify their Supervisor or Department Head.

Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of the equipment and possible injury. A Team Member's Supervisor or Department Head can answer any questions about the Team Member's responsibility for maintenance and care of equipment or vehicles used on the job.

Team Members must return all property of the Company, guests, vendors, and/or other Team Members immediately upon request.

Team Members also are prohibited from any unauthorized use of the Company's intellectual property, such as audio and video tapes, print materials and software.

Improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in discipline, up to and including termination.

Further, the Company is not responsible for any damage to Team Members personal belongings.

## **XII. Team Member Conduct and Disciplinary Actions**

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### **A. Standards of Professionalism**

Team Members are expected to behave professionally and responsibly while engaged in Company business on and off Company premises. Team Member behavior is the most lasting impression of the Company that an individual will have, and that recollection will influence a decision for new and repeat business. There are certain patterns of personal conduct that are dictated by common sense, but as a reminder, the following standards are important:

1. Courtesy – Courtesy and kindness are fundamental to our relationships with guests, potential guests, vendors, and other Team Members. Personal courtesy and kindness always helps in performance of any task.
2. Enthusiasm – A whole-hearted, positive attitude that spells success often contributes to a warm response from those we meet during our daily activities. A pleasant smile is a MUST. It will prove to be a terrific asset.
3. Organization – An orderly approach toward your work improves accuracy and saves you time. From the work area to the performance of your daily activities, neatness and organization reflect positively on each Team Member.
4. Cooperation – While you may be assigned to a particular department, every Team Member is a vital part of the hotel team. Teamwork is essential to any company. Here at the Company, exceeding the needs of our guests or potential guests, whether internal or external, is the foundation of the Company's commitment to operational excellence.
5. Communication – Each Team Member must treat all guests, other Team Members, and those doing business with the Company with respect and dignity. Team Members are required to communicate with guests, vendors, and other Team Members in a professional, cooperative, courteous, and patient manner. Team Members should refrain from expressing, in any form, their political and religious opinions to guests, vendors, and other Team Members while engaging in Company business on and off Company premises.

The Company will not tolerate rude, discourteous, profane, abusive, argumentative, threatening or other inappropriate language or conduct that is less than professional. Such actions will be subject to disciplinary action, up to and including termination.

### **B. Fraternization**

While the Company encourages the staff to be friendly to all guests, Team Members must refrain from any behavior which is inappropriate, or which could be perceived as initiating a personal relationship with a guest. Conversations with guests should be friendly, courteous and consistent with excellent guest service and should not be used to create a personal relationship.

Personal conversations with other Team Members on duty should not interfere with or prevent the Team Member from performing his/her work assignments. If personal conversations take place, such conversations should be brief, and immediately cease whenever a guest is present.

Team Members are prohibited from maintaining any type of personal relationship with a direct or indirect subordinate or superior. In addition, Team Members are prohibited from maintaining or entering any other personal relationships with another Company Team Member which could interfere with either Team Member's ability to perform his/her job effectively.

Any Team Member who is uncertain about or has a question regarding dating or other off-duty social relationships or activities with other Company Team Members should consult Human Resources or their General Manager.

The Company reserves the right to take whatever action is appropriate, in its sole discretion, to ensure compliance with this policy and/or otherwise protect its interests. Such action may include, but is not limited to, reassignment or termination of employment.

## **C. Team Member Conduct and Work Rules**

The successful business operation and reputation of the Company is built upon the principles of fair dealing and ethical conduct of our Team Members. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity. The continued success of our Company is dependent upon our customers' trust and we are dedicated to preserving that trust. You are responsible for acting in a way that will merit the continued trust and confidence of the public.

The Company complies with all applicable laws and regulations and expects its officers and Team Members to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct. In general, the use of good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct.

While it is impossible to list every type of behavior that may be deemed inappropriate, the following examples may result in disciplinary action, up to and including termination. The list below contains examples of unsatisfactory conduct but is not all inclusive.

1. Unauthorized absence and/or failure to give adequate notice to the Team Member's Supervisor or Department Head of an absence from work.
2. Establishing a pattern of tardiness and/or absenteeism.
3. Loitering or sleeping while on duty and/or abandoning work station without obtaining prior approval from the Manager. Leaving Company premises without management permission is considered a voluntary resignation due to job abandonment.
4. Insubordination, including, but not limited to, refusal or failure to perform assigned work or reasonable requests given by Management.
5. Failure to conform to safety, security, and vehicle policies and procedures, including, but not limited to, failing to immediately report all accidents to Management. Failure to report lost and found items.
6. Unauthorized possession of explosives, firearms, or other weapons and dangerous devices on Company premises, in Company vehicles, while engaging in the Company's business, or while otherwise representing the Company at any location.
7. Negligence in handling, intentional damage to, or unauthorized possession or use of, tools, machinery, equipment, or other property belonging to the Company, guests, vendors or other Team Members.
8. Manufacture, possession, illegal use, distribution or being under the influence of, any intoxicants, alcohol, narcotics, or illegal drugs, or misuse of prescription drugs, while on Company premises, in Company vehicles, while engaging in the Company's business, or while otherwise representing the Company at any location.
9. Horseplay (practical jokes, throwing objects) and/or fighting on Company premises, in Company vehicles, while engaging in the Company's business, or while otherwise representing the Company at any location.

Engaging in any conduct hazardous or detrimental to Team Members, guests and/or the Company.

10. The deliberate interference with the work of other Team Members, including, but not limited to, the unauthorized distribution of literature or posting of notices, signs or written communications on Company premises.
11. Fraud, dishonesty, false statements, distortion and/or deliberate omission, including, but not limited to, theft; unauthorized use of the property of the Company, guests, vendors, or other Team Members; written or verbal falsification of information, work, or time records to the Company; defrauding the Company and/or the Company's benefit programs, including, but not limited to, unemployment and workers' compensation.
12. Use of profane or abusive language, malicious threats or gestures, and/or acts of violence on Company premises, in Company vehicles, while engaging in the Company's business, or while otherwise representing the Company at any location.
13. Disruptive behavior or discourteous treatment (including physical or verbal abuse and immoral or indecent conduct) of guests, potential guests, vendors, visitors and other Team Members, including, but not limited to, gossiping, yelling, physical display of anger, coercion, and intimidation, etc., while on Company premises, in Company vehicles, while engaging in the Company's business, or while otherwise representing the Company at any location.
14. Failure to satisfactorily complete assigned work for any reason, including, but not limited to, inefficiency, incompetence, or lack of motivation.
15. Failure to maintain a clean and neat appearance, including the failure to wear Company-required uniforms and/or name tags. Failure to keep the work area neat and clean.
16. Unauthorized disclosure of confidential information pertaining to the Company, Team Members, and/or guests. This includes, but is not limited to, discussion of such information in a manner that may be overheard by unauthorized personnel or the public. Under no circumstances are Team Members allowed to make, publish, or distribute false, disparaging, or malicious statements regarding the Company, guests, Team Members or any vendors.
17. Gambling or possessing gambling devices on Company premises, in Company vehicles, while engaging in Company business, or while otherwise representing the Company at any location.
18. Illegal or immoral conduct and/or the violation of the Company's Equal Employment Opportunity policy.
19. Failure to work scheduled overtime or working overtime by a non-exempt Team Member without prior authorization from that Team Member's Supervisor or Department Head.
20. Falsification of time records or completion of another Team Member's time records.
21. Conviction, while employed, of an unlawful offense reasonably related to a Team Member's suitability for employment in his/her position with the Company.
22. Violating any of the Company's policies, whether contained in this handbook, including, but not limited to, the Company's nondiscrimination, retaliation, and harassment policies.
23. Using Company property for personal use without prior authorization by Management, including, but not limited to, use of Company computers, phones, and/or mail, as provided in the Use of Phones, Mail, Computers, Internet and Email policy.
24. Removing, duplicating, or transferring keys/access cards without proper Management approval.

25. Unauthorized social conduct or fraternization with Team Members, guests, potential guests or vendors. Using any slurs, provocative conduct, offensive jokes or stories, and engaging in any other act which makes the working environment unpleasant for Team Members, guests, potential guests and vendors.
26. Failure to comply with the Company's monitoring policies and procedures, including refusing to allow packages, lockers, desks, offices, and other items used or located on Company property to be inspected.
27. Altering a check or credit card voucher, making unauthorized charges to a guest's credit card, or knowingly overcharging a customer, including the addition of tips to guest checks. Failure to follow Company policy regarding handling of cash banks, deposits or other established accounting procedures.
28. Discourtesy to a guest or potential guest, failing to give a high degree of service to any guest, soliciting any gratuities from guests, or commenting in any way as to the amount of gratuity given. Discourtesy includes, but is not limited to, failing to respect the guest's privacy or entering a guestroom without prior authorization.
29. Dining, snacking, smoking and gum chewing at any time other than approved non-working time in authorized locations.

The Company reserves the right to solely determine the level of discipline for infractions of Company policy. The types of misconduct identified above are merely examples of conduct that may lead to disciplinary action and is not an exhaustive list.

**The list above does not limit or alter the at-will employment relationship in any way. Either you or the Company may terminate the employment relationship at any time, with or without cause or notice, even in the absence of Team Member misconduct.**

## **D. Use of Social Media**

The Company respects the rights of any Team Member to maintain a blog or web page, or to participate in social networking, Twitter or similar site. However, use of Social Media also presents certain risks and carries with it certain responsibilities. To protect the Company interests and to ensure Team Members focus on their job duties, these guidelines have been established for appropriate use of Social Media.

Social Media includes all means of communication or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or chat room, whether or not Employed with the Company, as well as any other form of electronic communication.

If the Team Member mentions the Company and expresses either a political opinion or an opinion regarding the Company's actions, the poster must include a disclaimer. The poster should specifically state that the opinion expressed is his/her opinion and not the Company's position. For example: "the views expressed on these pages are mine alone and not those of my employer". This is necessary to preserve the Company's good will in the marketplace.

The Company advises you to be respectful. Always be fair and courteous to fellow Team Members, guests, suppliers or people who work on behalf of The Company. Also, keep in mind that you are more likely to resolve work related complaints by speaking directly with your co-workers or by utilizing our Open-Door Policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage customers, other Team Members or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's

reputation or posts that could contribute to a hostile work environment based on race, sex, disability, religion or any other status protected by law or Company policy.

The Company encourages all Team Members to keep in mind the speed and manner in which information posted on a blog, web page, social networking, Twitter or similar site can be relayed and often misunderstood by readers. You are encouraged to make sure that you are honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Never post any information or rumors that you know to be false about the Company, other Team Members, guests, suppliers, people working on behalf of the Company or competitors.

Any conduct that is impermissible under the law if expressed in any other form is impermissible if expressed through a blog, web page social networking, Twitter or similar site. Inappropriate postings that may include discriminatory remarks, harassment and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject a Team Member to disciplinary action up to and including termination.

Team Members must use their best judgment when posting. Team Members with any questions should review the guidelines above and/or consult with their manager. When in doubt, don't post. Failure to follow these guidelines may result in disciplinary action, up to and including termination.

## **E. Personal and Company-Provided Portable Communication Devices**

Company-provided portable communication devices (PCDs), including cell phones and personal digital assistants, should be used primarily for business purpose, as specified in the company's Use of Phones, Mail, Computers, Internet and E-mail Policy. Team Members have no reasonable expectation of privacy regarding the use of such devices, and all use is subject to monitoring, to the maximum extent permitted by applicable law. This includes as permitted the right to monitor personal communications as necessary.

Some Team Members may be authorized to use their own PCD for business purposes. These Team Members should work with the IT representative or General Manager to configure their PCD for business use.

Communications sent via a personal PCD also may subject to monitoring if sent through the Company's networks and the PCD must be provided for inspection and review upon request.

All conversations, text messages and e-mails must be professional. When sending a text message or using a PCD for business purposes, whether it is a Company-provided or personal device, Team Members must comply with applicable Company guidelines, including policies on sexual harassment, discrimination, conduct, confidentiality, equipment use and operation of vehicles.

If a Team Member who uses a personal PCD for business resigns or is terminated, the Team Member will be required to submit the device to the IT department for resetting on or before his or her last day of work. At that time, the IT department will reset and remove all information from the device, including but not limited to, Company information and personal data (such as contacts, e-mails and photographs). The IT department will make efforts to provide Team Members with the personal data in another form (e.g., on a disk) to the extent practicable; however, the Team Member may lose some or all personal data saved on the device.

Please note that whether Team Members use their personal PCD or a Company-issued device, the Company's electronic communications policies, including but not limited to, proper use of communications and computer systems, remain in effect.

## **F. Camera Phones and Recording Devices**

Due to the potential for issues such as invasion of privacy, sexual harassment, and loss of productivity, no Team Member may carry on their person or operate a camera phone or camera on Company property or while performing work for the Company, unless it is for Company business.

The use of recording devices, cell phones or other types of audio or video recording devices anywhere on Company property is strictly prohibited. This includes recording conversations or activities of other Team Members or Management, or while performing work for the Company, unless the device was provided to you by the Company and is used solely for legitimate business purposes.

## **G. Performance Evaluations**

Supervisors or Department Managers and Team Members are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. In addition, formal performance evaluations are conducted to provide Supervisors or Department Heads and Team Members the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals. Performance evaluations do not always result in wage/salary increases.

## **H. Progressive Discipline**

The Company may use progressive discipline, in its sole and absolute discretion. Disciplinary action may call for any of four different steps -- verbal warning, written warning, suspension with or without pay, or termination of employment -- depending on the severity of the problem and the number of occurrences. Nothing in this Handbook or other Company policy is intended to promise the usual progressive discipline steps. There are certain types of Team Member problems that are serious enough to justify either immediate suspension or termination of employment, without going through the usual progressive discipline steps. Team Member problems which are serious enough to justify immediate suspension or termination are determined solely by the Company.

This policy does not limit the at-will employment relationship in any way. Either the Team Member or the Company may terminate the employment relationship at any time, with or without cause or notice, with or without prior discipline, and even in the absence of Team Member misconduct.

The Company will determine, in its sole and absolute discretion, whether a suspension is paid or unpaid.

By using progressive discipline, the Company hopes that most Team Member problems can be corrected at an early stage, benefiting both the Team Member and the Company.

## **I. Discrimination, Harassment and Retaliation Prevention**

The Company, does not tolerate and prohibits discrimination, harassment, or retaliation against job applicants, contractors, interns, volunteers, or Team Members by another Team Member, supervisor, vendor, customer, or any third party on the basis of race, religion, creed, color, age, sex, sexual orientation, gender, gender identity, gender expression, national origin, ancestry, marital status, medical condition as defined by state law (cancer or genetic characteristics), disability (mental and physical), military and veteran status, pregnancy, childbirth and related medical conditions, or any other characteristic protected by applicable federal, state, or local laws and ordinances. The Company is committed to a workplace free of discrimination, harassment, and retaliation.

### **Discrimination Defined**

Discrimination under this policy means treating differently or denying or granting a benefit to an individual because of the individual's protected characteristic.

### **Harassment Defined**

Harassment is defined in this policy as unwelcome verbal, visual, or physical conduct creating an intimidating, offensive, or hostile work environment that interferes with work performance. Harassment can be verbal (including slurs, jokes, insults, epithets, gestures, or teasing), graphic (including offensive posters, symbols, cartoons, drawings, computer displays, or emails) or physical conduct (including physically threatening another, blocking someone's way, etc.) that denigrates or shows hostility or aversion towards an individual because of any protected

characteristic. Such conduct violates this policy, even if it is not unlawful. Because it is difficult to define unlawful harassment, Team Members are always expected to behave in a professional and respectful manner.

## **Sexual Harassment Defined**

Sexual harassment can include all the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities, and other verbal or physical conduct of a sexual nature.

Examples of conduct that violates this policy include:

1. Unwelcome sexual advances, flirtations, advances, leering, whistling, touching, pinching, assault, blocking normal movement.
2. Requests for sexual favors or demands for sexual favors in exchange for favorable treatment.
3. Obscene or vulgar gestures, posters, or comments.
4. Sexual jokes or comments about a person's body, sexual prowess, or sexual deficiencies.
5. Propositions or suggestive or insulting comments of a sexual nature.
6. Derogatory cartoons, posters, and drawings.
7. Sexually-explicit emails or voicemails (instant messages or text messages).
8. Uninvited touching of a sexual nature.
9. Unwelcome sexually-related comments.
10. Conversation about one's own or someone else's sex life.
11. Conduct or comments consistently targeted at only one gender, even if the content is not sexual.
12. Teasing or other conduct directed toward a person because of the person's gender.

## **Retaliation Defined**

Retaliation means adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy, or participated in the reporting and investigation process described below. "Adverse conduct" includes but is not limited to:

1. Shunning or avoiding an individual who reports harassment, discrimination or retaliation; or
2. Express or implied threats or intimidation intended to prevent an individual from reporting harassment, discrimination, or retaliation; or
3. Denying employment benefits because an applicant or Team Member reported harassment, discrimination, or retaliation or participated in the reporting and investigation process described below.

**All discrimination, harassment and retaliation are unacceptable in the workplace and in any work-related settings such as business trips and business-related social functions, regardless of whether the conduct is engaged in by a supervisor, co-worker, client, customer, vendor, or other third party.**

## **Reporting Procedures**

The following steps have been put into place to ensure the work environment is respectful, professional, and free of discrimination, harassment, and retaliation. If a Team Member believes someone has violated this policy or the Equal Employment Opportunity Policy, the Team Member should promptly bring the matter to the immediate attention of the hotel **Human Resources Representative** and/or **General Manager**. If this individual is the person toward whom the complaint is directed the Team Member should contact any higher-level manager in the reporting chain. If the Team Member makes a complaint under this policy and has not received a satisfactory response within five (5) business days, he or she should contact Human Resources or Director of operations.



Every supervisor/manager who learns of any Team Member's concern about conduct in violation of this policy, whether in a formal complaint or informally, must immediately report the issues raised to the Human Resources Department or other designated member of Management.

## **Investigation Procedures**

Upon receiving a complaint, the Company will promptly conduct a fair and thorough investigation into the facts and circumstances of any claim of a violation of this policy or our Equal Employment Opportunity policy. To the extent possible, the Company will endeavor to keep the reporting Team Member's concerns confidential. However, complete confidentiality may not be possible in all circumstances.

During the investigation, the Company generally will interview the complainant and the accused, conduct further interviews as necessary and review any relevant documents or other information. Upon completion of the investigation, the Company shall determine whether this policy has been violated based upon its reasonable evaluation of the information gathered during the investigation. The Company will inform the complainant and the accused of the results of the investigation.

The Company will take corrective measures against any person who is found to have engaged in conduct in violation of this policy, if the Company determines such measures are necessary. These measures may include, but are not limited to, counseling, suspension, or immediate termination. Anyone, regardless of position or title, who the Company determines has engaged in conduct that violates this policy will be subject to discipline, up to and including termination.

The Company cannot remedy claimed discrimination, harassment, or retaliation unless Team Members bring these claims to the attention of management. Team Members should not hesitate to report any conduct which they believe violates this policy.

## **Personal Appearance & Behavior Policy**

In addition to our Policy Against Harassment, the Company maintains a Personal Appearance and Behavior policy. This policy is directed toward conduct which may not otherwise fall within the legal definition of harassment, but nonetheless projects image problems for the Company.

We expect all Team Members to use good judgment with respect to their dress and appearance and to present a neat, well-groomed appearance and a courteous disposition. We feel that these qualities go further than any other factor in making a favorable impression on clients/customers and your co-workers.

Team Members shall dress and present themselves in a businesslike manner that reflects a professional image. Flashy, skimpy, tight-fitting, revealing, offensive and other non-businesslike clothing are unacceptable. Team Members **who are provided with Company uniforms shall keep them in a neat and clean condition and must always wear them when on duty.** Team Members who report to work in unacceptable attire may be requested to leave work and return in acceptable attire. Such time away from work will be without pay.

Team Members are always also expected to behave and conduct themselves in a professional manner in the workplace. Unprofessional behavior in the workplace, such as inappropriate comments, jokes, practical jokes, gestures, distribution of printed materials, sexually related conversations or text messages, inappropriate touching of another Team Member (such as kissing, hugging, massaging, sitting on laps), and any other behavior of a sexual nature is prohibited. Team Members who fail to observe these standards will be subject to disciplinary action, up to and including termination.

## **J. Termination**

As previously stated in this Handbook, a Team Member's employment relationship with the Company is "at will." Although the Company hopes that relationships with our Team Members are long-term and mutually rewarding, the Company reserves the right to terminate the employment relationship at any time, with or without cause or notice.

Team Members also have the right to terminate their employment voluntarily. Voluntary terminations include resignations, retirement, job abandonment, and failing to return from a leave of absence promptly. Team Members planning to resign from the Company are requested to give two weeks' notice in writing to their Manager. This allows Management time to locate a qualified replacement. The Company does reserve the right to accept a Team Member's notice of resignation and then to accelerate such notice and make the Team Member's resignation effective immediately or on any other date prior to the Team Member's intended last day of employment.

After a Team Member gives his or her notice of voluntary resignation, he/she is not permitted to use any accrued or earned unused vacation time. Additionally, it may not be practical to continue a Team Member's direct deposit.

Paychecks are available on the next regularly scheduled payday following termination, except as otherwise required by applicable state law. At the time of termination, all Company property, including, but not limited to, cash banks, keys, identification cards, name tags, uniforms, equipment, and records must be returned.

Terminated Team Members should notify the Human Resources Department if their home address changes during the calendar year in which the termination occurred, so tax information will be sent to the proper address.

## Receipt of Discrimination, Harassment and Retaliation Prevention Policy

It is the policy of the Company to prohibit intentional and unintentional harassment or discrimination of any individual by another person on the basis of any protected classification including, but not limited to, race, creed, color, religion, alienage or national origin, ancestry, citizenship status, age, disability or handicap, sex, gender, marital status, pregnancy, veteran status, sexual orientation, genetic information, arrest record, gender identity, gender expression, medical condition as defined by state law (cancer or genetic characteristics), childbirth and related medical conditions), or any other characteristic protected by applicable federal, state or local laws. The purpose of this policy is not to regulate our Team Members' personal morality, but to ensure that in the workplace, no one harasses another individual.

A Team Member that feels that he/she has been subjected to conduct which violates this policy should immediately report the matter to Human Resources Representative or General Manager at their hotel. If the Team Member is unable for any reason to contact this person, or if he/she has not received a satisfactory response within five (5) business days after reporting any incident of what he/she perceives to be harassment, the Team Member should contact the Corporate Director of Human Resources. If the person towards whom the complaint is directed is one of the individuals indicated above, the Team Member should contact any higher-level manager in his/her reporting hierarchy. Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. Violation of this policy will result in disciplinary action, up to and including termination. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to Management or who cooperate in the investigations of such reports in accordance with this policy. Team Members who make complaints in bad faith may be subject to disciplinary action, up to and including termination. All Team Members must cooperate with all investigations.

The Company cannot remedy claimed discrimination, harassment or retaliation unless Team Members bring these claims to the attention of management. Team Members should not hesitate to report any conduct which they believe violates this policy.

I have read and I understand the Company's Non-Harassment Non-Discrimination Policy.

\_\_\_\_\_  
Team Member's Printed Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Team Member's Signature

\_\_\_\_\_  
Date

**FILE SIGNED ACKNOWLEDGEMENT FORM IN PERSONNEL FILE**

# Team Member Handbook Acknowledgement Form

I have received a copy of the FMD Hospitality- Hari Sai , LLC (the “Company”) Team Member Handbook. I understand that I am responsible for reading this important document and that it describes the general guidelines of the Company.

I understand that the Company may change this handbook and its policies from time to time.

**I UNDERSTAND THAT THIS HANDBOOK DOES NOT CREATE A CONTRACT OF EMPLOYMENT AND THAT IT DOES NOT CREATE A CONTRACT FOR BENEFITS. I FURTHER UNDERSTAND AND AGREE THAT, AT MY OPTION OR THE COMPANY'S OPTION, MY EMPLOYMENT MAY BE TERMINATED AT ANY TIME, WITH OR WITHOUT CAUSE OR NOTICE. I ALSO UNDERSTAND THAT, AT THE COMPANY'S OPTION, MY BENEFITS AND COMPENSATION MAY BE CHANGED AT ANY TIME, WITH OR WITHOUT CAUSE OR NOTICE.**

**WHETHER OR NOT STATED IN THIS HANDBOOK, I UNDERSTAND THAT THE COMPANY POLICIES MAY BE CHANGED AT ITS DISCRETION. I UNDERSTAND THAT THIS HANDBOOK MAY BE UNILATERALLY WITHDRAWN OR RESCINDED BY THE COMPANY. I ALSO UNDERSTAND THAT I DO NOT HAVE ANY VESTED RIGHTS IN BENEFITS BY VIRTUE OF THIS TEAM MEMBER HANDBOOK. I FURTHER UNDERSTAND THAT EMPLOYMENT BENEFITS ARE GOVERNED BY THE ACTUAL PLAN DOCUMENT(S) WHICH IS KEPT IN THE HUMAN RESOURCES DEPARTMENT, AND WHICH ARE AVAILABLE FOR MY REVIEW UPON REASONABLE NOTICE.**

**I UNDERSTAND THAT NO REPRESENTATIVE OF THE COMPANY, OTHER THAN THE CEO, HAS ANY AUTHORITY TO ENTER INTO ANY AGREEMENT FOR EMPLOYMENT FOR ANY SPECIFIC PERIOD OF TIME, OR ANY AGREEMENT FOR BENEFITS, AND THAT ANY SUCH AGREEMENT ENTERED INTO BY THE CEO WILL NOT BE ENFORCEABLE UNLESS IT IS IN WRITING AND SIGNED BY THE CEO.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Team Member Signature

\_\_\_\_\_  
Location

\_\_\_\_\_  
Team Member Name (please print or type)

**FILE SIGNED ACKNOWLEDGEMENT FORM IN PERSONNEL FILE**