

# Paradise Pizza, Inc.

## Handbook



### Domino's Pizza Vision and Guiding Principles

At Domino's Pizza, we are driven by our Vision and Guiding Principles. They are the "road map" we follow in making our decisions as individuals and as a company.

#### **Our Vision**

In our slice of Paradise, we strive to exceed the expectations of our customers, and guide teams to surpass their expectations of themselves.

#### **Guiding Principles**

*One Brand. One System. One Team.*

- Putting people first.
- Demanding integrity.
- Striving to make every customer a loyal customer.
- Delivering with smart hustle and positive energy.
- Winning by improving results every day!

One way to ensure people have the tools to make the right decisions is to have practical policies and procedures in place. This is your current policies and procedures manual — use it wisely!

## Introduction

Domino's Pizza is pleased to have you as one of our employees.

This Employee Policy Handbook sets forth the policies applicable to all employees. It contains the major policies and procedures of the Company.

It is important that you read and familiarize yourself with the policies in this Employee Policy Handbook.

This handbook supersedes all previously issued handbooks and any inconsistent policy statements or memoranda made in the past. With or without prior notice, the Company reserves the right to revise, modify, delete or add to any and all policies, procedures, work rules or benefits stated in this handbook or in any other related document.

Any written changes to this handbook will be distributed to all employees, so that they will be aware of the new policies or procedures. No oral statements or representations can in any way change or alter the provisions of this handbook.

This handbook sets forth the entire agreement between you and the Company as to the duration of employment and the circumstances under which employment may be terminated. Nothing in this handbook or in any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee.

If you have any questions concerning the contents of this handbook, please consult Human Resources or your manager.

# Values and Philosophy

Our Vision Statement and Guiding Principles make up the core commitments that govern our business decisions. Our commitment to diversity simply states:

- Domino's Pizza is committed to an inclusive culture which values the contributions of our customers, team members, suppliers, and neighbors.

The cornerstones of our diversity philosophy will be clearly communicated to each team member, with a promise that we are committed to providing an environment in which:

- Team members are treated fairly.
- Team members are recognized and rewarded based on ability and merit for their contributions.
- Team members have equal access to opportunity for growth and advancement.
- Team members respect each other and are free from harassment, discrimination, and intolerance.
- The management and development of our team members is recognized as crucial to the success of the business.

# Equal Employment Opportunity

The Company is an equal opportunity employer and makes all employment decisions on the basis of merit, qualifications, and abilities.

The Company shall recruit, hire, train, and promote in all job titles, including interns, apprentices, and volunteers, without regard on race, color, sex (including pregnancy), religion (including religious dress or religious grooming), age, national origin or ancestry, physical or mental disability, medical condition, genetic information, sexual orientation, military and veteran status, or any other consideration made unlawful by federal, state or local laws (“protected characteristics”).

All personnel actions such as compensation, benefits, Company-sponsored training, apprenticeships, internships, volunteer opportunities, transfer, demotion, termination, layoff, and return from layoff, shall be administered without regard to any protected characteristic stated under federal, state, or local laws.

In addition, the Company has numerous policies that are designed to achieve important business objectives. We recognize, however, that an otherwise legitimate workplace policy can have unintended consequences to individuals in a particular group or class. If you feel that one of our policies adversely impacts you, you should report your issue(s) regarding the particular policy to the Company.

You may discuss equal employment opportunity related questions with Human Resources or with your manager.

# Prohibition Against Discrimination and Harassment in the Workplace

The Company is committed to providing a work environment free of unlawful discrimination and harassment, including sexual harassment.

Company policy prohibits unlawful discrimination, sexual harassment, and/or harassment based on race, religious creed (including religious dress and grooming practices), color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (including pregnancy), gender, gender identity, gender expression, age for individuals over forty years of age, sexual orientation, military and veteran status of any person, or any other consideration made unlawful by federal, state or local laws. It also prohibits unlawful discrimination and/or harassment based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. All such discrimination, sexual harassment, and/or harassment is unlawful and prohibited by the Company.

The Company's anti-discrimination/anti-harassment policy applies to all persons involved in the operation of the Company, including all Company employees, supervisors and those in management, as well as all persons doing business with or for the Company including vendors, customers, independent contractors, and others who enter the workplace. The Company's anti-discrimination/anti-harassment policy prohibits unlawful harassment by any employee of the Company, including supervisors and co-workers of the above-listed persons.

Discrimination and harassment based on a job applicant or employee's race, color, national origin, age, or any other protected classification is against state and federal law.

Sexual harassment is a form of gender discrimination. Both state and federal law prohibit discrimination and harassment based on a job applicant or employee's gender.

There are two recognized types of sexual harassment under state and federal law: Quid pro quo and hostile work environment. The definitions of both forms of sexual harassment are as follows:

1. "Quid Pro Quo" Sexual Harassment. The essential elements of this type of harassment are unwelcome sexual advances, requests for sexual favors or other verbal, visual or physical conduct of a sexual nature when:
2. Submission to the conduct is made either explicitly or implicitly a term or condition of an employee's employment, or
3. Submission to or rejection of the conduct by an employee is used as the basis for employment decisions affecting that employee.
4. "Hostile Work Environment" Sexual Harassment. The essential elements of this type of harassment are:
5. The employee affected was subjected to harassing conduct directed toward him or her, or the employee personally witnessed the harassing conduct and it took place in their immediate work environment;
6. The employee's gender was a motivating factor for the harassment;
7. The conduct is unwelcome and sufficiently severe or pervasive that it has the purpose or effect of altering the conditions of employment and creating an intimidating, hostile, abusive, or offensive working environment;

8. The environment created by the conduct would have been perceived as intimidating, hostile, abusive, or offensive by a reasonable person in the same position as the affected employee; and
9. The environment created was perceived by the affected employee as intimidating, hostile, abusive, or offensive.

Prohibited unlawful harassment based upon sex (gender or pregnancy), or other protected characteristics (age, race, national origin, etc.) includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
- Visual conduct such as derogatory and/or sexually oriented posters, photography, cartoons, drawings or gestures;
- Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work because of sex, race or any other protected basis;
- Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors; and
- Retaliation for having reported or threatened to report harassment

The Company takes all complaints regarding discrimination, sexual harassment, and/or harassment in the workplace seriously. If you feel you have been subject to discrimination, sexual harassment, and/or harassment, please notify the Company immediately using the Company's Complaint Reporting Procedure.

Any employee, regardless of position or title, whom the Company determines has engaged in discrimination, sexual harassment, and/or harassment in violation of this policy, will be subject to discipline, up to and including unpaid suspension and/or termination of employment.

# Prohibition Against Retaliation in the Workplace

The Company prohibits retaliation against any person who opposes, reports or assists another person in reporting suspected discrimination, sexual harassment, and/or other harassment in the workplace. Employees who come forward in good faith to report any incident of suspected discrimination, sexual harassment, and/or harassment in the workplace will be protected from retaliation for having done so. Similarly, employees who participate in good faith in an investigation of reported misconduct will be protected from retaliation for having done so. The previously listed activities shall be referred to herein as "protected conduct."

The Company's anti-retaliation policy applies to all persons involved in the operation of the Company, including all Company employees, supervisors and those in management, as well as all persons doing business with or for the Company including vendors, customers, independent contractors, and others who enter the workplace (i.e. "third parties"). The Company's anti-retaliation policy prohibits retaliatory conduct against employees who have engaged in protected conduct by any employee of the Company (including supervisors, managers, and co-workers of the above-listed persons) or by any third party.

The Company needs, expects and encourages you to come forward, without delay, should you suspect that any form of retaliation has occurred. The Company takes all complaints regarding retaliation in the workplace seriously. If you feel you have been subject to retaliation, please notify the Company immediately using the Company's Complaint Reporting Procedure (below). Retaliation will not be tolerated.

Any employee, regardless of position or title, whom the Company determines has engaged in retaliation in violation of this policy, will be subject to discipline, up to and including unpaid suspension and/or termination of employment.

# Open Door Policy

The Company promotes an atmosphere whereby employees can talk freely with members of the management staff. Employees are encouraged to openly discuss with their supervisor any problems so appropriate action may be taken. If the supervisor cannot be of assistance, any person in Management is available for consultation and guidance. The Company is interested in all of our employees' success and happiness with us. We, therefore, welcome the opportunity to help employees whenever feasible.

# Professional Appearance

## **Apparel and Appearance**

The value and integrity of the Domino's Pizza brand is extremely important and as such, Domino's Pizza has adopted Standards to be followed by and enforced under the supervision of franchisees and the managers of corporate stores to the extent permitted by applicable law. The Standards are critical to our brand image. Franchisees may grant an exception to these apparel and appearance Standards as an accommodation based on religious, cultural, medical, or other reasons required by applicable law. Health standards are governed by individual country, state, county, and city governments and store personnel must adhere to any applicable law, and rules in excess of the Standards.

## **Apparel**

- A. Store personnel must only wear apparel with the Domino's Pizza logo while at work or while going directly to and from work.
- B. Store personnel must not enter any quick service restaurant establishment of a direct competitor while wearing apparel with the Domino's Pizza logo except while making a delivery.
- C. Franchisees must determine if their store personnel are standardized in a single apparel style or if they allow a variety of apparel styles within their store. Franchisees may also seek a variance for use of their own apparel style, including shirts.

## **Shirts**

- A. Domino's Pizza-approved shirts that are properly fitted and in good condition must be worn.
- B. Shirts may be worn tucked into the waistband or untucked.
- C. Women's shirts for female store personnel must be offered.
- D. Approved shirt options for store personnel include:
- - The management polo, store personnel polo, and crewneck; and
    - Approved special promotional shirts until otherwise specified.
- E. Approved shirts may be discontinued and new approved shirts added from time to time.
- F. Any undershirt visible under the logo shirt must be plain white or black. An approved crewneck shirt may also be worn under any logo shirt. The undershirt or crewneck shirt must be tucked into the waistband.
- G. If long sleeves are worn while on the make line, the sleeves should be rolled or folded up to the elbow.

## **Pants, Shorts, Skirts, capris, and Belts**

- A. Pants, shorts, skirts, cargos, and capris must be black and may be of a permanent press or cotton-type material or other similar material and in good condition. Black jean pants in good condition without rips, tears, patches, distressing, or embellishments are permitted. Corduroy, stretch, yoga, spandex, lycra, or sweat pant material are not permitted. Jean shorts are not permitted.
- B. Shorts should have a minimum inseam of 6" (15.2 cm) and be no longer than 2" (5 cm) below the knee. Skirts should be no shorter than 2" (5 cm) above the knee.
- C. The waistband of pants, shorts, skirts, and capris must sit at the natural waistline.
- D. Store personnel wearing pants, shorts, skirts, or capris with belt loops must wear a plain black belt if the shirt is tucked into the waistband. Suspenders are not permitted.

## **Hats, Visors, and Gloves**

A. Store personnel must wear a Domino's Pizza-approved baseball style hat or visor worn forward while working.

Store personnel wearing a visor while preparing food products may be required to wear a hairnet.

A hat or visor is not required to be worn during meetings or training sessions.

B. Domino's Pizza-approved knit hats may be worn by delivery personnel during cold weather.

C. A hairnet or du-rag may be worn under a hat. The du-rag must be solid black, have no visible markings, patterns or logos, and cannot have a tie that extends below the neck.

D. Any gloves that are worn must be of a solid color and must be in good condition.

## **Nametags and Pins**

Any nametags and pins that are worn must be located on the right side of the shirt, jacket, hat or apron. Nametags must have must not have fictitious or humorous names and the name must be printed or engraved on the nametag rather than handwritten.

## **Shoes and Socks**

A. Shoes must cover the entire foot, be in good condition, and have non-slip soles (franchise store minimum requirement} or slip-resistant soles (corporate store requirement). Any laces must be tied.

B. Socks or hose must be worn and shoes displaying toes or the shapes of toes are not permitted.

## **Aprons and Jackets**

A. Store personnel involved in preparing food products must wear an approved black or navy apron that is clean, worn full-length, and tied.

B. Aprons may not be worn outside the store.

C. Only approved, logoed Domino's Pizza jackets may be worn.

## **Non-Store Personnel**

A. Non-store personnel visiting a store may wear store personnel apparel or appropriate business casual attire.

- Appropriate business casual includes logo shirts or slacks and a dress shirt. A nametag or current business card must be available to identify the individual to store personnel.
- If store personnel apparel is worn, a Domino's Pizza-approved hat or visor must be worn. However, a hat or visor is not required to be worn during meetings or training sessions.



- B. When preparing product, non-store personnel must wear an apron and a Domino's Pizza-approved hat or visor.
- C. Non-store personnel must not enter any quick service restaurant establishment of a direct competitor while wearing apparel with the Domino's Pizza logo.
- D. Personnel performing local store marketing may wear store personnel apparel or an appropriate costume.

## **Hygiene**

- A. Due to the close personal contact with other store personnel and the public, personal cleanliness is of primary importance. Store personnel and their apparel must be clean and proper precautions must be taken to ensure that body odor is kept at a minimum. Store personnel must use perfumes and lotions with restraint given that working conditions call for close personal contact. Store personnel preparing food products should not wear lotions, creams, oils, etc., on their hands.
- B. Hands must be washed when store personnel initially enter the food production area and after performing duties such as sweeping, making a delivery, using the restroom, or when hands may have otherwise become contaminated.
- C. Hand washing means scrubbing hands using anti-bacterial soap for a minimum of 20 seconds and then rinsing and drying hands using single-use paper towels or an automatic hand dryer.
- D. Each hand washing station must have a covered receptacle for disposing of paper towels; the use of common towels is prohibited.
- E. An automatic hand dryer may be used in place of, or in addition to, single-use paper towels. If an automatic hand dryer is used, it must be placed a minimum of 2' (60.1 cm) away from a food surface or open food products. Placing the hand dryer on the side of a sink furthest from the make line is sufficient.
- F. Each hand washing station must have instant hand sanitizer available for use. Hand sanitizer or hand antiseptics may be used after handwashing. NEVER use them in place of handwashing. Wait for hand sanitizer to dry before you touch food or equipment.
- G. Store personnel working in the food production area need to wash hands after handling non-food items, such as a telephone, computer, cash, etc. and prior to handling food products. Instant hand sanitizer should only be used after washing hands.
- H. Fingernails must be neatly trimmed, clean, and not extend X" (.6 cm) or more beyond the end of the fingertips. Nail polish and false fingernails are not permitted.
- I. Store personnel must exercise reasonable personal hygiene so that exposed parts of the body (face, neck, arms, and hands) do not constitute a threat to exposed food products.

J. Store personnel cannot consume or store their food or beverage items in the food production area. Store personnel must keep hands and fingers out of their mouths, noses, and hair while working; if these areas are touched, store personnel must wash their hands.

K. Store personnel with respiratory infections, infected sores or wounds, or open cuts or abrasions are not permitted to handle food products.

## **Hair**

A. Hair longer than top of the shirt collar must be secured under a hat or be suitably restrained, such as with a hairnet or rubber band. Restrained hair that is not tucked under a hat must be restrained behind and off the shoulders. Visible dyed hair color must be permanent or semi-permanent; temporary sprays, glitter, chalks, or similar products are not permitted.

B. Hair should not be ragged or not reasonably trimmed or give the impression of being unkempt.

## **Facial Hair**

A. Store personnel are permitted to maintain facial hair up to 1" (2.5 cm) in length that is clean and neatly trimmed. Store personnel must appear neatly groomed.

B. Store personnel may be required to wear a beard net or beard snood while preparing food products.

## **Jewelry**

A. Non-food preparation store personnel are permitted to wear: stud or hoop earrings under 1.9 cm (limit of two earrings per ear), an inexpensive or DPL incentive watch, a simple necklace, a medical alert necklace, and a wedding ring.

B. Food preparation store personnel are permitted to wear: stud or hoop earrings under 1.9 cm (limit of two earrings per ear), a simple necklace, a medical alert necklace, and a wedding ring.

C. Plain ear grommets or gauges not exceeding 1.9 cm and a small plain nose, lip, or eyebrow stud or ring are allowed. Septum piercings are not allowed.

## **Tattoos**

Visible tattoos must not contain any images or words that are offensive in nature, including nudity, profanity, or any offensive references to race, national origin, religion, gender, age, or any other characteristic protected by law. Tattoos on the face are not allowed.

## **Body Modification or Alteration**

A. Store personnel must make every reasonable effort to cover visible intentional body modification or alteration undertaken for the purpose of achieving a physical effect that disfigures, deforms, or detracts from a professional image. Examples include, but are not limited to, decorative skin

implants, unnatural contact lens colors, brands or scarification, tongue splitting, and decorative tooth filing, plating, or engraving. Body modification or alteration resulting from traditional elective medical procedures (such as teeth straightening, hair replacement, cosmetic plastic surgery, etc.) is not included.

B. Intentional body modification or alteration should not be on the face, neck, or hands, as these areas cannot be covered with apparel.

# Criminal Background Notice

Paradise Pizza reserves the right to investigate the backgrounds of employees at any time and without notice and also reserves the right to use third parties to perform these investigations.

- The following factors will be considered for applicants with a criminal history:
- The nature of the crime and its relationship to the position.
- The time since the conviction.
- The number (if more than one) of convictions.
- Whether hiring, transferring, promoting or retaining the applicant or employee would pose an unreasonable risk to the business, its employees or its customers and vendors.

## **Procedure**

Paradise Pizza will order the background check upon receipt of the signed release form, and Management or an employment screening service will conduct the checks. A designated Company representative will review all results.

Paradise Pizza representative will notify the hiring manager regarding the results of the check. In instances where negative or incomplete information is obtained, the appropriate management will assess the potential risks and liabilities related to the job's requirements and determine whether the individual should be hired, promoted or continue employment. If a decision not to hire, promote or continue hire is made based on the results of a background check, there may be certain additional Fair Credit Reporting Act (FCRA) requirements that will be handled by Management in conjunction with the employment screening service (if applicable).

Background check information will be maintained in a file separate from employees' personnel files for a minimum of five years.

Paradise Pizza reserves the right to modify this policy at any time without notice.

# Progressive Discipline

All employees are expected to meet the company's standards of work performance. Work performance encompasses many factors, including attendance, punctuality, personal conduct, job proficiency and general compliance with the Company's policies and procedures.

If an employee does not meet these standards, the Company may, under appropriate circumstances, take corrective action, other than immediate dismissal.

The intent of corrective action is to formally document problems while providing the employee with a reasonable time within which to improve performance. The process is designed to encourage development by providing employees with guidance in areas that need improvement such as poor work performance, attendance problems, personal conduct, general compliance with the Company's policies and procedures and/or other disciplinary problems.

#### WRITTEN WARNINGS

The supervisor should discuss the problem and present a written warning to the employee. This should clearly identify the problem and outline a course of corrective action within a specific time frame. The employee should clearly understand both the corrective action and the consequence (i.e., termination) if the problem is not corrected or reoccurs. The employee should acknowledge receipt of the warning and include any additional comments of their own before signing it. A record of the discussion and the employee's comments should be placed in the employee file.

# Americans with Disability Accommodations Policy

The Company is committed to complying with all applicable provisions of the Americans with Disabilities Act ("ADA"). It is the Company's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability so long as the employee can perform the essential functions of the job. Consistent with this policy of nondiscrimination, the Company will provide reasonable accommodations to a qualified individual with a disability, as defined by the ADA, who has made the Company aware of his or her disability, provided that such accommodation does not constitute an undue hardship on the Company.

Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact Management. The Company encourages individuals with disabilities to come forward and request reasonable accommodation.

An employee or job applicant who has questions regarding this policy or believes that he or she has been discriminated against based on a disability should notify the Management. All such inquiries or complaints will be treated as confidential to the extent permissible by law.

# Employment At-Will

Employment with the Company is on an “at-will” basis. Employment at-will may be terminated at the will of either the Company or the employee. Employment may be terminated with or without cause, and with or without notice, at any time by you or the Company. Terms and conditions of employment with the Company may be modified at the sole discretion of the Company with or without cause and with or without notice unless there is a properly executed written agreement to the contrary.

No one other than the Company CEO or president has the authority to create an employment relationship other than on an “at-will” basis and any such agreement must be in writing.

No implied contract concerning any employment-based decision or terms and conditions of employment can be established by any other statement, conduct, policy, or practice.

# Religious Accommodation

Any applicant or employee who requires an accommodation based on a religious belief and/or religious practice should contact the HR department, specify what accommodation he or she needs and request such an accommodation. In addition, if the Company becomes aware of an applicant’s or employee’s need for religious accommodation, the Company will contact the applicant or employee to discuss possible accommodation. As a part of the interactive process, the Company will identify possible reasonable accommodations, if any, that will help accommodate the applicant’s or employee’s religious beliefs and/or religious practices. If there is more than one reasonable accommodation that will not impose an undue hardship, the Company will identify and select the accommodation(s) that will be made for the applicant or employee.

# Meal Periods for Minor Employees

Meal periods of 30 minutes are provided to minor employees (between the ages of 14-17) who work more than 4 consecutive hours in a day, which must take place no later than the minor employee’s 4<sup>th</sup> consecutive hour of work. This meal period may not be waived.

Meal periods will be scheduled by your supervisor. Minor employees are relieved of all duties during the meal periods. You must clock in and out during your meal period. The meal periods are unpaid.

You are expected to observe your assigned work hours and to take your meal periods as scheduled; they are not optional. If you are unable to take your meal period for any reason, you are to notify your supervisor immediately. Minor Employees are not allowed to voluntarily waive their meal periods. Failure to take your meal periods in accordance with this policy may lead to discipline, up to and including unpaid suspension and/or termination of employment.

The Company will permit minor employees a reasonable opportunity to take their meal period and will do nothing to impede or discourage minor employees from taking their meal period. If a minor employee believes that he/she has been impeded from taking his/her meal period, the minor employee must notify his/her Supervisor or Human Resources immediately so the matter may be properly addressed.

# Nursing Mothers

The Company will provide a reasonable break time for an employee to express breast milk for her nursing child for the period required by federal and state laws. The employee will be provided a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public.

# Investigations

All team leaders and managers are responsible for enforcing compliance with this policy. If a team leader or a manager either observes conduct that appears to violate this policy or receives a complaint of conduct that would violate this policy, he or she must immediately report the incident to your supervisor so that an appropriate investigation can commence.

Any team member who believes that he or she has been harassed in violation of any part of this policy has the responsibility to report it to any of the following:

- His or her team leader
- Any other team leader, or your team leader's supervisor
- The Office Line at (850) 659-9720

Upon receiving a complaint, the company will begin an investigation to gather such facts as may be necessary to take appropriate corrective action. If the company's investigation concludes that this policy has been violated, it will take appropriate corrective action, up to and including

termination from employment. In addition, individuals who are found to have violated this policy may be subject to personal liability in any legal action against him or her.

The company recognizes that individuals may be concerned about the confidentiality of information they share, and will strive to preserve confidentiality to the fullest extent possible. However, confidentiality cannot be guaranteed, but information will be shared only on a need to know basis.

The company prohibits retaliation of any kind against any team member for reporting harassment, assisting in making a harassment complaint or cooperating with a harassment investigation. Any team member who feels he or she has been subjected to retaliation must report it to his or her team leader or the Office Line (850) 659- 9720 immediately. Retaliation or attempted retaliation is a violation of this Policy and anyone who does so will be subject to severe sanctions up to and including termination. Any team member, however, who is found to have knowingly made a false accusation of sexual harassment or retaliation, may be subject to appropriate disciplinary action up to and including termination.

Please contact your team leader if you have any questions about this policy or its enforcement.

# Work Schedules

Work schedules for employees vary throughout the company depending on the position, the season and customer needs. Due to fluctuating needs, we must remain flexible in the hours and days we work. There is no guarantee that you will have the same work schedule from one workweek to another.

The work week is for all employees from 12:01 AM Monday to 12:00 AM (midnight or the start of) the following Monday. Hours of operation are from 10:30 AM to 12:00 AM. All out times are tentative and do not include prep or closing time requirement.

Employee work schedules are generally established within this framework. When required, an employee's normal work schedule may be somewhat shorter or longer.

You will be advised of your daily starting time. Employees are expected to be at their assigned work areas, ready to begin work, when work commences.

Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week. Your manager will notify you of your work schedule.

# Attendance and Punctuality Standards

Employees are expected to report to work as scheduled, on time and prepared to start work. Employees are expected to work on a regular and consistent basis. Employees are expected to remain at work for their entire work schedule, except for meal periods or when required to leave on Company authorized business. Late arrival, early departure or other absences from scheduled hours are disruptive and must be avoided. Excessive unexcused absenteeism may result in disciplinary action, up to and including termination.

If you are unable to report to work you must inform the Company that you will not be able to report to work prior to the start of your shift. In all cases of absence or tardiness, employees must provide their supervisors with an honest reason or explanation. Failure to notify the Company prior to your scheduled start time will be considered a no-call, no-show by the Company. An employee who fails to notify the Company of an absence in accordance with this policy for three consecutive work days will be considered to have voluntarily resigned employment with the Company.

Personal appointments should be scheduled during non-work hours unless approved in advance by your supervisor.

## Employee Classification

Each employee will be classified in one of the following categories:

1. **Regular Full Time:** A regular full-time employee is one who is regularly scheduled to work at least thirty-five (35) hours per week and whose employment is for no definite term. He/She receives benefits after ninety (90) days of continuous employment.
2. Exempt employees are classified as such if their job duties are exempt from the overtime provisions of the Federal and State Wage and Hour Laws. Exempt employees are not eligible for overtime pay. Their salaries are calculated on a weekly basis.
3. Non-Exempt employees receive overtime pay in accordance with our overtime policy. Their salaries are calculated on an hourly basis.
4. **Regular Part Time:** A regular part-time employee is one who is regularly scheduled less than thirty-five (35) hours per week and is employed for no definite term. Regular part-time employees are not eligible for benefits. A full-time employee shall become a regular part-time employee after working six (6) consecutive weeks of less than thirty-five (35)



hours per employment weeks. (A bona fide type of leave period shall not contribute or be considered as a part of the six (6) weeks consecutive period). A part-time employee shall become a full-time employee only upon the appropriate designation by the Association Manager.

# Overtime

Depending on Company work needs, employees will be required to work overtime when requested to do so. Non-Exempt employees will be paid at the rate of one and one-half  $1\frac{1}{2}$  times the regular rate of pay for overtime hours actually worked over forty (40) hours in a work week. Prior approval of a supervisor, however, is required before any non-exempt employee works overtime. Employees working overtime or swapping days without approval will be subject to disciplinary action.

# Orientation

Every new employee goes through an initial period of adjustment in order to learn about the Company and about his/her job. During this time the employee will have an opportunity to find out if he/she is suited to, and likes, his/her new position.

Additionally, the initial employment period gives the employee's supervisor a reasonable period of time to evaluate his/her performance. The initial employment period is 90 days.

During this time, the new employee will be provided with training and guidance from his/her Supervisor. He/she may be discharged at any time during this period if his/her Supervisor concludes that he/she is not progressing or performing satisfactorily. Under appropriate circumstances, the initial employment may be extended. Additionally, as is true at all times during an employee's employment with the Company, employment is not for any specific time and may be terminated at will, with or without cause and without prior notice.

At the end of the initial employment period, the employee and his/her supervisor may discuss his/her performance. Provided his/her job performance is "satisfactory" at the end of the initial employment period, he/she will continue in our employment as an at-will employee.

Any interruption of service during the initial period shall not be counted as a part of that total service period. Any employee who is transferred to another position prior to the completion of his/her initial employment period shall begin another period of ninety (90) days in the new position. Former employees who are re-employed are subject to the same initial employment period as if newly hired. Employee benefits accrue from the first day of employment but are not usable until the successful completion of the initial employment period. There will be no pay for accumulated benefits for employees terminated within the initial employment period.

# Payment of Wages

As required by law, certain standard deductions are withheld from each paycheck which includes federal income tax, social security tax, and spousal or family benefit amounts due. Employees are expected to make satisfactory arrangements to handle their debts without involving the Company.

## Error in Pay

The Company would like to express our commitment to our employees to accurately pay wages owed. However, should any employee believe their pay isn't correct, please contact Management immediately so we can investigate and correct any error that may have occurred.

# Injury Reporting Procedure

Employees are required to immediately report any work-related injury or illness, no matter how small, to their direct manager or another company manager, if their direct manager is unavailable. The manager will provide the employee with any required paperwork. The employee is expected to cooperate in the reporting process.

### **Modified-Duty Positions:**

A modified-duty position may be offered to employees that suffer an occupational injury/illness. Employee's that are released by their physicians to return to work less than full time or with physical work restrictions may be eligible for a modified-duty position.

Modified-duty positions may be a temporary reassignment to another position within the company, or your current position may be reviewed to determine if reasonable accommodations can be made within your work restrictions. Reasonable accommodations may be considered for your current position pursuant to the "Americans with Disabilities Act" section of this handbook. Pay will be at the rate of the new job classification if applicable. The Workers Compensation Carrier will contact you if you are entitled to additional wages from them.

- When you are released to return to work from a work-related injury, you must call your workers compensation carrier. You cannot return to work without written authorization from your physician.
- Tell your supervisor immediately if you have any difficulty with assigned work. Never do work beyond what your physician has determined is safe for you.

- Reassignment to a modified duty position may require you to change your regular days off or work hours.
- You are required to schedule doctor's appointments around your work schedules, whenever possible.
- Refusal to participate in the modified duty program when your physician releases you to work and work is offered, may result in the reduction or discontinuation of wage benefits from worker's compensation.

## **Fitness for Duty**

The Company reserves the right to require any employee or an applicant to whom a job offer has been extended to submit to a fitness-for-duty examination for bona-fide job related reasons. Failure to submit to this examination or refusal to sign a medical release will result in your immediate dismissal.

## **Domestic Violence Leave**

Consistent with State Law, it is Company policy to grant up to 3 days, leave for a variety of activities connected with domestic violence. Employees who have worked for the company for three months or longer are eligible for an unpaid leave.

### **The leave covers specific activities such as:**

- Seeking an injunction for protection against domestic violence.
- Obtaining medical care or mental health counseling or both for the employee or a family or household member to address injuries resulting from domestic violence.
- Obtaining services from victims services organizations such as a domestic violence shelter or rape crisis center.
- Making the employee's home secure from the perpetrator of domestic violence or finding a new home to escape the perpetrator.
- Seeking legal assistance to address issues arising from domestic violence or attending or preparing for court-related proceedings arising from the act of domestic violence.

## **Military Leave**

The Company will follow any and all applicable federal and state laws concerning military leave. Generally, an employee returning from military leave is guaranteed reemployment and other rights as long as he or she complies with certain notification requirements, as required by federal or state law. When an employee must return to work after the completion of service depends on the duration of the military service.

Service members and their families will receive health benefits in accordance with federal and state law. Health care coverage may be available under USERRA or COBRA. Employees returning from military leave will resume health plan coverage without a waiting period or other exclusion.

The period of military duty will be counted as covered service for the purposes of retirement plan eligibility, vesting, and benefit accrual. The Company may not make plan contributions during a

military leave. Upon reemployment the Company will restart contributions, and make up contributions that would have been made during your absence.

# The Family and Medical Leave Act

## Qualifying for FMLA Leave

The Company will provide qualified employees with leave in accordance with the law.

To qualify for unpaid leave under the Family Medical Leave Act (FMLA) an employee must meet **all** of the following requirements:

1. The Company employs 50 employees within 75 miles of the employee's place of worksite;
2. Worked for the Company for at least 12 months;
3. Worked at least a total of 1,250 hours in the 12 months preceding the date of the requested leave; and
4. The requested leave is for one or more of the following reasons:
  - Birth of a child to the employee or to the employee's spouse.
  - Placement of a child with the employee for adoption or foster care.
  - To care for a spouse, child, or parent who has a serious health condition.
  - A serious health condition of the employee.
  - To care for a spouse, child, parent, or next of kin who is a covered military service member and who is undergoing medical treatment, recuperation, or therapy or is in outpatient status or is otherwise on the temporary disability retired list for an injury or illness incurred while on covered active duty and that may render the service member unfit to perform the duties of his or her office, grade, rank, or rating.
  - To care for a veteran undergoing treatment who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the 5 years preceding the date they undergo medical treatment, recuperation, or therapy, for a serious injury or illness. To be covered, the injury must have been incurred in the line of duty or existed before the beginning of the member's active duty and been aggravated by service in the line of duty and manifested itself before or after the member became a veteran.
  - Qualifying exigency arising out of the fact that the employee's spouse, parent, or child is on covered active duty or has been notified of an impending call or order to covered active duty, requiring deployment to a foreign country.

If you are unsure whether your situation or a covered family member's situation qualifies you for leave, please contact your supervisor or Human Resources for assistance.

# Requesting FMLA Leave

You must provide at least 30 days' advance notice or as much notice as possible before your FMLA leave is anticipated to begin if the need for the leave is foreseeable. The notice should be provided in writing, if possible, and should include the reason for the leave, the date the leave will begin and the anticipated duration of the leave.

The Company will make every effort to respond to requests for FMLA leave within five calendar days.

The Company cannot, however, approve the requested leave unless you provide sufficient information to allow the Company to determine whether your requested leave qualifies for FMLA protection.

After your request for FMLA leave is reviewed, the Company will inform you whether you are eligible under the FMLA, whether your proposed leave will be designated as FMLA-protected and the amount of leave that will be counted against your FMLA leave entitlement. If you are not eligible under the FMLA, the Company will provide you with a reason for your ineligibility.

# Certification Requirements

You must provide the Company with medical certification from a healthcare provider each time you apply for FMLA leave to care for your own serious health condition or that of a family member. You must cooperate with the Company and provide medical or other documentation in a timely manner. The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. The Company is *not* requiring or requesting any information prohibited by law.

After you provide medical certification of your need for leave, the Company may request a second opinion. In this case, the Company may require you or a covered family member to be examined by a healthcare provider selected by the Company, at the Company's expense. Additionally, the Company reserves the right to request periodic recertification supporting your need for leave.

You are also required to provide certification when requesting FMLA qualifying exigency leave or military caregiver leave. For details and assistance, please consult with Human Resources.

## Amount and Timing of Leave

FMLA provides eligible employees with up to 12 workweeks of unpaid leave in a 12-month period (or up to 26 workweeks of unpaid leave in a single 12-month period to provide care to a covered family member who becomes ill or is injured in covered military active duty). Unless stated otherwise, the maximum allowable time for any FMLA leave under this policy is 12 weeks (or 26 weeks for military caregiver leave) per rolling 12-month period, measured backwards from the first day of the requested leave of absence.

FMLA leave may be taken on an intermittent basis or on a reduced time schedule when medically necessary. If intermittent leave is required, this need should be outlined in the certification from your healthcare provider. Regardless, the leave may not exceed a total of more than 12 workweeks in a leave year (except for military caregiver leave).

The duration and frequency of leave is determined by you or your family member's healthcare provider. You are required to make reasonable efforts to schedule planned leave for medical treatment so as not to unduly disrupt the Company's operations.

Where possible, FMLA will run concurrently with other types of leave. Leave granted under any of the reasons provided by state and federal law will be counted as family/medical leave and will be considered as part of the 12-week leave entitlement.

## Benefits during FMLA Leave

You may elect to use accrued paid leave (such as sick leave), if available, for some or all of your otherwise unpaid FMLA leave. Since FMLA is unpaid, any income received through sick leave, vacation, or disability payments will run concurrently with FMLA. Use of paid time off benefits will not extend the total time available for leave beyond 12 weeks.

If you receive group insurance benefits, they will continue during your FMLA leave provided you continue to pay your share of the premium, if applicable.

## Returning to Work

At the conclusion of FMLA, you will be restored to the same job or an equivalent position with equivalent amount of pay and benefits. Previously accrued benefits will not be forfeited; however, seniority or additional benefits will not accrue during the absence.

If you take FMLA leave in connection with your own illness or injury, you must obtain a "Release to Return to Work" form from the attending physician prior to returning to your regular duties. This form must be returned to Human Resources or the Company designee at the time you return to work.

## Jury Duty or Witness Leave

Employees are permitted to take an unpaid leave of absence for jury duty, as is required by state law. Employees are expected to notify a supervisor of the need for time off for jury duty as soon as a notice or summons from the court is received. Written verification from the court clerk of having served is required. If work time remains after any day of jury selection or jury duty, you will be expected to return to work for the remainder of your work schedule.

Employees who receive a subpoena to be a witness at a hearing or trial will be granted unpaid leave in accordance with state law. The notice, verification, and return to work requirements listed above for jury duty also apply to witness leave.

Employees may retain any mileage allowance, or related fees, paid by the court for jury or witness service.

## Social Media Policy

The Company recognizes that employees will use social media and other cyber communications as a growing way to connect with others. As an initial point, the same principles and guidelines that apply to your activities as an employee in general, as found throughout the Handbook and your job description, apply to your activities online. This includes any form of electronic communication, including but not limited to online publishing and discussion, including blogs, wikis, file-sharing, user-generated video and audio, virtual worlds, LinkedIn and social networks whether or not associated or affiliated with our company. The Company trusts and expects employees to exercise personal responsibility whenever they participate in social media. This includes not violating the trust of those with whom they are engaging. We expect that employees utilizing social media will recognize and follow the guidelines included within this policy. You are solely responsible for what you post online. Any of your conduct that adversely affects members, customers, clients, suppliers, employees or our business interests will result in disciplinary action, up to and including termination. By signing the acknowledgment to this Handbook, employees agree to allow the company to utilize their image on its company website, social media, printed material, and other public relations and advertising efforts both during and after the employees' tenure with the

company.

Please abide by the following expectations:

(1) Always consider the power of your comments and contemplate the impact of your post on your reputation and that of the company before you publish it.

(2) Respect all confidential and proprietary information that you possess as a result of your relationship with the company. Secure written permission to publish or report on conversations that are meant to be private or internal to the company. Examples of confidential information include, but are not limited to, client/customer information, confidential academic information, proprietary data, development of systems, products, processes and/or technology, internal policies and memorandums, and all proposed and executed organizational strategies. Do not post internal reports, policies, procedures or other internal business-related communications.

(3) When disagreeing with others opinions, be appropriate and professional in doing so when posting such disagreement on social media sites.

(4) When posting about your work at the company, use your real name, identify that you work for the company and the position that you hold. Be aware of your association with the company in online social networks. If you identify yourself as an employee of the company, ensure your profile and related content is consistent with how you wish to present yourself with colleagues and clients.

(5) Anytime you publish content on an external website regarding anything to do with work you do or any subjects associated with the company, use the following disclaimer: "The postings on this site are my own and don't necessarily represent the company's positions, strategies or opinions."

(6) Respect financial disclosure laws. It is illegal to communicate or give a "tip" on inside information to others so that they may buy or sell stocks or securities.

(7) Respect your audience. Don't use slurs, personal insults, obscenity, or engage in any conduct that would not be acceptable in our workplace. You should also show proper consideration for others' privacy and for topics that may be considered objectionable or inflammatory.

(8) Employees are prohibited from posting any type of photograph of any company employee, client/customer, parent, family member, or volunteer on any and all social networking sites without the express written approval of the company.

(9) Do not create a link from your blog, website or other social posting to a company website.

(10) The Company respects its employees' interest and willingness to convey group complaints regarding existing working conditions. While it wholly respects employees' right to discuss such concerns utilizing social media, it encourages any such concerns to be brought to the company's administration.

(11) When the company wishes to communicate publicly as a company - whether to the community or to the general public - it has well established means to do so. Only those officially designated by



the company have the authorization to speak on behalf of the company.

(12) Refrain from using social media while on work time or on equipment we provide, unless it is work related and authorized by your manager and consistent with the company's equipment policy.

(13) Do not use your company email address to register on social networks, blogs or other online tools utilized for personal use.

(14) Vulgar, obscene, threatening, intimidating, harassing, discriminatory, or unlawful behaviors on social media sites may result in an employee's immediate termination.

# Confidentiality and Trade Secrets Policy

As a condition of initial and continued employment with the Company, all current and former employees are expected to conduct themselves in a manner which protects and preserves the Company's proprietary, confidential, and trade secret information.

The following are examples of confidential and/or trade secret information that must be maintained as confidential by employees and former employees.

1. Business matters relating to marketing, costs, profits, and pricing methods.
2. The details or provisions of any private written or oral contract or understandings between the Company and a third party, client, or vendor.
3. The details of any statistical data, training manual, financial statements, forms, techniques, methods, or procedures not generally known to competitors of the Company.
4. Procedural, training, or instructional manuals which have been developed by the Company and which are not generally known to the public.
5. Long-range plans, budgets, acquisition strategies, methods of operations, bid information, and financial performance belonging to the Company and not generally known to the public.
6. Computer software and programs, proprietary information, and other data relating to aspects of the Company finances or unique operations which cannot be obtained from sources other than the Company.
7. Other confidential information that provides the Company with a substantial competitive advantage in conducting its business that has not, by legitimate means, become generally known and in the public domain.
8. Names and addresses and any related information pertaining to the Company's customers that is not generally known in the public domain.

9. Confidential employee information (e.g. medical records) obtained within the course and scope of your employment duties.

All information protected by federal and/or state trademark law.

# Conflict of Interest Policy

Our employees are expected to devote their best efforts and attention to the performance of their jobs. Employees are expected to use good judgment, adhere to high ethical standards, and avoid situations that create an actual or potential conflict of interest.

A conflict of interest exists when an employee's loyalties or actions are divided between the Company's interests and those of another, such as a competitor, supplier, or customer. Both a conflict of interest and the appearance of a conflict of interest should be avoided.

An employee who is unsure as to whether a certain transaction, activity, or relationship constitutes a conflict of interest or the appearance of a conflict of interest should discuss the situation with his or her immediate supervisor for clarification.

If an employee or someone with whom the employee has a close personal relationship (a family member or companion) has a personal, financial, or employment relationship with a competitor, supplier, or customer, the employee must disclose this fact in writing. If an actual conflict of interest is determined to exist, the Company may respond as it deems is appropriate, based upon the circumstances.

# Drug Free Workplace

The Company fully support and endorse the concept of a drug-free workplace. The Company will test for reasonable suspicion based upon the belief that an employee is using or has used drugs in violation of The Company's policy. Manufacture, distribution, dispensation, possession, or use of any illegal drug, alcohol, or controlled substance while on Company premises is strictly prohibited. These activities constitute serious violations of Company rules, jeopardize the Company and can create situations that are unsafe or that substantially interfere with job performance. Employees in violation of the policy are subject to appropriate disciplinary action, up to and including dismissal. Additionally, The Company reserves the right to require an employee to undergo a medical evaluation under appropriate circumstances.

# Drug Testing

The Company is determined to eliminate the use of illegal drugs, alcohol, and controlled substances at our work sites. The purpose of this program is to improve job safety on all projects. This program is designed solely for the benefit of our employees to provide reasonable safety on the job and protection from offending individuals. In addition, this program attempts to meet our responsibility to the public, whom we serve.

Testing: Drugs and alcohol tests will be administered under the following conditions:

- when an employee shows signs of impairment on the job;
- pre-employment
- general managers upon promotion and annually
- after any accident or occurrence that results in an injury on the job

Employees who refuse to submit to drug and alcohol testing will be terminated.

# Prohibited Conduct

The Company expects all employees to observe certain standards of behavior while at work. These standards are not intended to restrict an employee's legitimate rights, but are in place for the safety and well-being of all Company employees. These standards apply equally to all employees.

Disciplinary action for non-professional behavior may include, but is not limited to, the following: verbal reprimand, written reprimand, suspension, demotion, or termination. The Company reserves the right to enforce these disciplinary measures as it deems necessary.

It must be remembered that the Company employs its employees at-will which permits the Company to change the terms and conditions of employment with or without notice, with or without cause, including, but not limited to, termination, demotion, promotion, transfer, compensation, benefits, duties, and locations of work. Accordingly, either the employee or the Company can terminate the employment relationship at any time with or without cause at either party's option with or without notice.

The following actions on the part of an employee, while not all inclusive, may be cause for disciplinary action up to and including termination without prior warning. This list includes, but is not limited to:

1. Making false statements or omitting pertinent information on Company applications, records of employment, forms or reports, or in the course of participation in Company investigations or in responding to management inquiries.
2. Insubordination (e.g., refusal to perform job assignments, or the use of abusive or threatening language toward a supervisor or member of management).
3. Committing any act of violence or intimidation or making threats of violence, fighting, or using abusive or profane language on Company premises.
4. Theft, unauthorized removal, or willful damage of property or assets belonging to the Company, other employees, or customers.
5. Disregard of safety rules, safety procedures or workplace security rules.
6. Operation of machinery and/or equipment that you are not authorized to operate.
7. Substandard or unsatisfactory work performance.
8. Unexcused absences and/or unexcused tardiness.
9. Sleeping or deliberately loafing during working hours.
10. Smoking tobacco cigarettes or electronic cigarettes in non-designated areas.
11. Unprofessional, rude, disrespectful or discourteous treatment of co-workers, customers, clients and vendors.
12. Any other conduct that is prohibited by law.

# Weapons

Employees may not, at any time while on any property owned, leased or controlled by the company, including anywhere that the company business is conducted, such as company event venues, and so forth, possess or use any weapon.

Weapons include, but are not limited to, guns, knives or explosives, and any chemical whose purpose is to cause harm to another person.

Regardless of whether an employee possesses a concealed weapons permit (CCW) or is allowed by law to possess a weapon, weapons are prohibited on any company property. They are also banned in any location in which the employee represents the company for business purposes.

Employees who violate this policy will be subject to disciplinary actions, up to and including employment termination.

# Mileage Reimbursement

The latest trend in our industry is to reimburse by the mile, rather than per run, because this is more accurate. As a result, our franchise, along with many others around the country, is going to move to reimbursing drivers by the mile for the use of their personal vehicles. Pulse has come out with the software program that now enables us to track actual mileage for deliveries. To determine

the mileage reimbursement, the Company retained an outside expert, Motus, who conducted a study of the vehicles used by our drivers to come up with the approximate cost per mile to you for the use of your vehicle.

**Drivers will be responsible for recording the odometer reading from their vehicle when they begin and end a shift.** Failure to report mileage correctly will be grounds for termination. Managers and assistant Managers will also be responsible for recording the odometer reading for each driver vehicle at the beginning and ending of the shift. This information will be kept in a log and must be turned in weekly to the office.

If you have any questions or concerns about this policy, please ask your Manager.

# Tipped Team Members

Wage-related rules for tipped employees who receive money from satisfied customers, are governed by the Fair Labor Standards Act (FLSA). Tipped employees are those who regularly receive more than \$30 in tips on a monthly basis, according to the FLSA. Tips received are considered the sole property of the tipped employee, although the pooling of tips is allowed.

The total amount of tips often exceeds wages paid by the employer but tips often fluctuate with customer volume and other factors. While employers are required to pay tipped employees the minimum wage, they may factor tips into their wage obligation in most states (called a "tip credit").

**Reporting Tips:** Tips (cash and charge) are considered income and are subject to income tax. If you are a tipped team member, the IRS as well as state taxing authorities requires you to report all tips for income tax purposes. You are personally responsible for recording **all** of your tips on a daily basis by declaring your top total on the Dailey Signoff Sheet.

The benefits of proper tip reporting include an established social security wage credit history which will lead to more accurate Social Security payments later in life. Also, any income verification used to secure a car loan, personal loan or mortgage will include the maximum amount of your income reported.

**Low or Zero Tip Declarations:** Domino's Pizza assumes that the amount of tips declared by team member is accurate. Therefore, a low (or zero) tip declaration will be taken as an indication that the team member is earning low (or zero) tips and can be interpreted as an indication of poor customer service and subject the team member to corrective action , up to and including termination. A team member who consistently receives low tips will cause Domino's Pizza to assume two things:

1. Customers have been consistently unhappy with the team member's service.
2. The team member may also be unhappy because he or she is not earning tips ant the same rate as other delivery drivers.

A team member who intentionally underreports tips will also be subject to disciplinary action, up to and including termination.

**Amount of tip:** The amount of tip is completely determined by the customer. Team members in tipped positions will accept any and all tips with equal graciousness in expressed or implied behavior.

**Falsification:** Falsifying your time record or tip reports, or any other falsification, including falsifying any other team member's time record or tip reports, is prohibited and will be grounds for disciplinary action, up to and including termination.

The company reserves the right, in its sole discretion, to modify or discontinue the use of tip credit, at any time and in any manner it deems necessary or appropriate. **This is not a contract** and does not alter the at-will employment relationship between the Company and its team members.

# Florida Tip Credit Notification

Tipped Employees are entitled to an employer-paid FLORIDA wage of at least \$5.44 per hour, more if tips received do not total \$8.46 an hour (based on the current FLORIDA minimum wage). This means that FLORIDA employers can claim what is called a "tip credit" of \$3.02 against the FLORIDA minimum wage which is higher than the federal minimum wage, as outlined by section 3(m) of the FLSA.

Employers must provide tipped employees with the following information in order to use the tip credit:

1. Amount of wage the employer will pay
2. Amount the employer will credit against tips
3. Notification that the tip credit will not exceed the value of tips received
4. Notification that the tip credit can be used only if the employee has been informed of the FLSA's tip credit rules
5. Notification that all tips received must be retained by the employee, except when collected for a valid tip pool

# Safety and Speeding

Safety is a primary concern for this company and our drivers. We enforce that our drivers are safe on the road and we do not allow speeding or for anyone to encourage our drivers to do so. Effective 6-22-18 any driver that gets a speeding ticket while on the clock is required to report it to the store manager immediately. Failure to do so will result in possible demotion, suspension, or termination. Paradise Pizza effective as of 6-22-18 is changing its policy regarding speeding. Any driver that

gets 2 speeding tickets within a 3 year time period will no longer be eligible to drive for Paradise Pizza.

The employer expects each driver to drive in a safe and courteous manner pursuant to the following safety rules. The attitude you take when behind the wheel is the single most important factor in driving safely.

### **Defensive Driving Guidelines**

- Drivers should maintain a safe following distance at all times. Drivers should keep a two second interval between their vehicle and the vehicle immediately ahead. During slippery road conditions, the following distance should be increased to at least four seconds.
- Drivers should yield the right of way at all traffic control signals and signs requiring them to do so. Drivers should also be prepared to yield for safety's sake at any time. Pedestrians and bicycles in the roadway always have the right of way.
- Drivers should honor posted speed limits. In adverse driving conditions, reduce speed to a safe operating speed that is consistent with the conditions of the road, weather, lighting, and volume of traffic. Tires can hydroplane on wet pavement at speeds as low as 40 mph.
- Drivers are to drive at the speed of traffic but never to exceed the posted speed limit.
- Turn signals should be used to show where you are heading; while going into traffic and before every turn or lane change.
- When passing or changing lanes, view the entire vehicle in your rear view mirror before pulling back into that lane.
- Be alert of other vehicles, pedestrians, and bicyclists when approaching intersections. Never speed through an intersection on a caution light. When the traffic light turns green, look both ways for oncoming traffic before proceeding.
- When waiting to make left turns, keep your wheels facing straight ahead. If rear ended, you will not be pushed into the lane of oncoming traffic.
- When stopping behind another vehicle, leave enough space so you can see the rear wheels of the car in front. This allows room to go around the vehicle if necessary, and may prevent you from being pushed into the car in front of you if you are rear-ended.

# Store Robbery Prevention Best Practices

Below are suggested Best Practices, which if followed, potentially could help reduce the risk of robbery.

1. Be aware of your surroundings:

- Greet Customers/eye contact - "Welcome to Domino's"
- Instruct drivers to check parking lot when returning from delivery
- Always look for suspicious vehicles/people loitering

1. During a robbery : Cooperate

- Obey the robber's demands
- Always cooperate to prevent any delays
- Do not fight, chase or follow the robber
- Observe as much as possible without being obvious
- Mentally record features of the robbery
- Remember details of the robber - scars, tattoos, clothing, shoes

1. After the robbery:

- Lock the door
- Call the police (911)
- Call your supervisor
- Office Line 850-659-9720
- Preserve areas the robber might have touched for fingerprints

## **Cell Phones Policy**

### **Personal Cell Phones at Work**

While you are at work, the Company expects that you will be focused on your job duties. Using personal cell phones during work-time can create a distraction. The Company therefore does not permit the use of cell phones or other mobile devices during your scheduled working hours, unless you receive permission in advance to use your cell phone during working time or the use of your cell phone is while you are on a break during your shift. If you receive permission to use your cellphone at work, the Company expects that all calls will be kept to an absolute minimum and reserved for emergencies and unusual circumstances. Please inform your friends and families of this policy. Sending or receiving of text messages is not permitted at any time other than during your meal or break periods. If the Company finds that excessive personal calls are interfering with Company work, you will no longer have permission to use your phone or keep it on your person while working.

### **Use of Cell Phone While Driving**

Cell phone use while driving should be kept to a minimum. Drivers need to be aware when use of the cell phone is creating a distraction from safe driving and adjust their usage accordingly, including pulling off the road to continue/finish the conversation if needed. Whenever possible,



Drivers should complete calls while the vehicle is parked and/or use the phone in a “hands free” mode via a headset or speaker. While driving, attention to the road and safety should always take precedence over conducting business over the phone. Texting and driving is not only dangerous and create distracted driving but it is also against the law.

Employees who are charged with traffic violations resulting from the use of a cellular telephone or electronic communication device while driving will be solely responsible for all liabilities that result from such actions. Violations of this policy will be subject to discipline up to and including unpaid suspension and/or termination of employment.

### **Inclement Weather and Emergency Policy**

The Company recognizes the fact that inclement weather and other emergencies can affect the company’s ability to open for business and the employee’s ability to get to work. The safety of our employees is paramount in any emergency.

The Company will make every effort to maintain normal work hours even during inclement weather.

In the event the Governor declares as state of emergency, the Company’s office will be closed. All employees will be unpaid for such time off.

When the state of emergency ends, all employees are expected to report to work. In the event an employee fails to report back to work after a state of emergency closure, the employee will not be paid for such time off.

On days when weather conditions worsen as the day progresses, the Company may decide to close early. In such cases, a decision and an announcement will be made by your supervisor or the owner.

Employees will be expected to remain at work until the appointed closing time, unless their scheduled shift ends prior to that time, or unless they receive permission from their department head to do otherwise.

### **Solicitation and Visitor Policy**

In order to avoid disruption of Company operation, employees of the Company may not solicit or distribute literature at any time for any purpose during working times in working areas.

Working time includes the working time of both the employee doing the soliciting and distributing and the employee to whom the soliciting and distributing is being directed. Working time does not include break periods, meal periods, or any other specified periods during the workday when employees are not engaged in performing their work tasks.

Non-employees may not solicit or distribute literature on the premises, including any parking areas which may be Company property, at any time.

Employees may only admit non-employees to work areas with management approval or as part of a Company-sponsored program. These visits should not disrupt workflow. A non-employee must be accompanied by a Company employee at all times. Former employees are not permitted onto Company property except for official Company business.

### **Surveillance Policy**

The Company has installed to monitor activity within company property for the purpose of security and employee safety.

The purpose of these security cameras and video monitoring is to deter theft or destruction of company assets and to monitor activity within and/or unauthorized entry onto company property after normal operating hours.

Footage from the security camera is saved for a period of time. All video can be used as evidence in disciplinary proceedings and termination.

Information obtained through video monitoring will be used exclusively for security, disciplinary, company policy enforcement, and/or law enforcement purposes. Access to video monitoring footage is limited only to select staff. Video monitoring of the company premises will be conducted in a professional, ethical, and legal manner.

Video monitoring will be conducted in a manner consistent with all existing policies, including the Company's non-discrimination policy, its sexual harassment policy, and other relevant policies. Monitoring will not be based on individual characteristics of race, gender, ethnicity, sexual orientation, disability, or other classifications protected by the company's non-discrimination policy. Video monitoring of the company premises is limited to uses that do not violate the standard of a "reasonable expectation to privacy" as defined by law.

# Employee Separation Procedures

The Company requests that employees who choose to terminate their employment provide written notice to their General Manager, stating their last date of employment and the reason for leaving. The employee agrees to return all Company equipment and/or property before the last day of employment, including but not limited to, keys, access cards, Company phones, etc.

# Employee Acknowledgment

I hereby acknowledge receipt of the Company Policy Handbook. I have read, understand, and agree to follow the policies and procedures contained therein. I understand that, except for the employment at-will policy, the Company can change any and all policies or practices at any time.

In consideration of my employment, I agree to abide by the policies and procedures of the Company and agree that, unless subject to a properly executed written agreement to the contrary, my employment and compensation can be terminated, with or without cause, and with or without notice, at any time, at the option of either the Company or me. My signature below certifies that I understand that no manager or representative of the Company other than the CEO or president has any authority to enter into any agreement for employment with me for any specified period of time, or to make any agreement contrary to the foregoing, and that such changes must be in writing, unless the Company has entered into a properly executed written agreement to the contrary.

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