



## *Employee Handbook*

### *Standard*

**This Employee Handbook Supersedes All Previously Issued Employee Handbooks, and All Previously Issued Handbooks Are Hereby Revoked.**

**Effective May 1, 2014**

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**Important Notice**

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**IMPORTANT NOTICE – DISCLAIMER**

**(TO BE SIGNED, AND RETAINED IN HANDBOOK.)**

**THIS EMPLOYEE HANDBOOK (“HANDBOOK”) IS A GUIDE TO GENERAL EMPLOYMENT PROCEDURES AND POLICIES OF AIMBRIDGE HOSPITALITY. THE HANDBOOK IS FOR INFORMATION PURPOSES ONLY, AND IS NOT A CONTRACT OF EMPLOYMENT. ANY COMPANY PROCEDURE OR POLICY, INCLUDING ANY POLICY, PROCEDURE, OR PROVISION IN OR REFERRED TO IN THIS HANDBOOK, MAY BE MODIFIED, AMENDED, OR DELETED BY THE COMPANY AT ANY TIME, WITH OR WITHOUT NOTICE. THIS HANDBOOK DOES NOT AND IS NOT INTENDED TO ADDRESS EVERY POSSIBLE EMPLOYMENT/EMPLOYEE SITUATION. THE COMPANY RESERVES THE RIGHT TO TAKE ACTION OR MAKE A DECISION WHICH IS INCONSISTENT WITH THE PROVISIONS OF THIS HANDBOOK, TO ADDRESS UNIQUE SITUATIONS, ON A CASE-BY-CASE BASIS, IN THE COMPANY’S SOLE DISCRETION. THIS HANDBOOK DOES NOT IN ANY WAY ALTER YOUR EMPLOYMENT STATUS, WHICH IS “AT-WILL.” THIS MEANS THAT EITHER YOU OR THE COMPANY CAN TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY OR NO REASON, WITH OR WITHOUT CAUSE, AND WITH OR WITHOUT NOTICE. NO CONTRARY STATEMENT BY ANY COMPANY EMPLOYEE, MANAGER, OR AGENT SHALL HAVE ANY FORCE OR EFFECT, UNLESS IT IS IN WRITING, STATES THAT IT IS A “CONTRACT OF EMPLOYMENT,” AND IS SIGNED BY PRESIDENT/CEO OF AIMBRIDGE HOSPITALITY.**

**EMPLOYEE ACKNOWLEDGMENT**

**I ACKNOWLEDGE RECEIPT OF THE HANDBOOK AND UNDERSTAND THE HANDBOOK IS NOT AN EMPLOYMENT CONTRACT, AND I KNOW THAT MY EMPLOYMENT IS “AT WILL” AS DEFINED ABOVE.**

\_\_\_\_\_  
EMPLOYEE'S Signature

\_\_\_\_\_  
EMPLOYEE'S Name (please print)

\_\_\_\_\_  
Date

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**(TO BE SIGNED, DETACHED, AND FILED IN EMPLOYEE'S PERSONNEL FILE.)**

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## **I. EQUAL OPPORTUNITY EMPLOYER POLICY**

Aimbridge Hospitality is an Equal Opportunity Employer and maintains the policy of recruiting and retaining the best qualified personnel who demonstrate the ability to perform competently and work well with others. It is our policy to provide equal employment opportunity regardless of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, or sexual orientation of any person or any condition or status protected by law. This policy of nondiscrimination prevails throughout all aspects of the employment relationship, including recruitment, selection, placement, transfer, promotion, layoff/recall, termination, training, working conditions, benefits, and compensation.

It is the policy of Aimbridge Hospitality to comply with the Americans with Disabilities Act (ADA). We will not discriminate against any qualified employee or job applicant because of a physical or mental disability. We will make reasonable accommodations for employees or applicants with disabilities who are otherwise qualified to safely perform the essential functions of their job, unless it would create an undue hardship.

Information regarding a disability shall be kept confidential except:

- Supervisors and managers may be informed regarding restrictions of work or duties and accommodations that have been made.
- If the condition requires emergency treatment, first aid and safety personnel may be informed.
- Government officials investigating compliance with federal laws may be informed

**Violations of this policy will not be tolerated and will result in disciplinary action, up to and including termination.**

## **II. NO HARASSMENT POLICY**

Our policy, which is consistent with our belief that employment should be based solely on qualifications and demonstrated performance, strictly prohibits any employee from harassing another employee, male or female. It is our policy to maintain a work environment free from all forms of harassment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation or any condition or status protected by federal or applicable state law. Aimbridge Hospitality insists that all employees are treated with dignity, respect, and courtesy.

It is important to understand that the behavior need not be intentional, but if it is perceived as offensive or creating a hostile working environment, it may constitute unlawful harassment, and is therefore unacceptable. Harassment includes many forms of offensive behavior that is based on an individual's protected characteristics. Harassment of any kind, including sexual harassment, of one employee by another employee or supervisor is prohibited by Title VII of the Civil Rights Act of 1964. Sexual harassment by any employee toward any client, vendor, or other person is also strictly prohibited. The purpose of this policy is not to regulate our employees' personal morality. It is to ensure that harassment does not occur and that all employees are able to work in an environment free of unlawful harassment.

Sexual harassment is defined as unwanted sexual advances or visual, verbal or physical conduct of a sexual nature. Sexual harassment includes many forms of offensive behavior. The following is a partial list of the types of conduct which could constitute sexual harassment:

- Unwanted sexual advances;
- Offering employment benefits in exchange for sexual favors;
- Making or threatening reprisals after a negative response to sexual advances;
- Visual conduct such as leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons or posters;
- Verbal conduct such as making or using derogatory comments, epithets, slurs, and jokes;
- Verbal sexual advances or propositions;
- Verbal abuse of a sexual nature such as graphic verbal commentaries about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes, or invitations; or
- Physical conduct such as touching, assault, impeding or blocking movements.

If you believe that you have been unlawfully harassed, you must immediately report the alleged conduct to your property human resources or corporate human resources representative. You may be asked to put your complaint in writing and provide details of the incident or incidents so that a proper investigation can be conducted. The Company will immediately undertake an investigation of the harassment allegations.

We are committed to keeping the workplace free from all harassment, including retaliation. There can be no retaliation against anyone for complaining about sexual harassment, for helping someone else with a complaint, or for providing information regarding a complaint.

If the Company determines that unlawful harassment has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined by the Company to be responsible for unlawful harassment will be subject to appropriate disciplinary action, up to and including termination. A Company representative will advise all parties concerned of the results of the investigation.

Aimbridge prohibits retaliation against anyone who in good faith participates in a workplace investigation. If you believe you have been retaliated against in anyway please inform your Human Resource Manager or Corporate Human Resources **immediately**.

**Violations of this policy will not be tolerated and will result in disciplinary action, up to and including termination.**

### **III. DRUG FREE WORKPLACE POLICY**

#### **1. DRUG FREE WORKPLACE**

Aimbridge Hospitality is committed to providing a safe, healthy and drug free workplace for its guests and employees. We expect all employees to share in this commitment. Employees are responsible for adherence to the guidelines as established in our Drug Free Workplace

All applicants for employment and all employees at certain times may be required to submit to drug and/or alcohol testing, to the extent permitted by law. Failure to submit to a required drug and/or alcohol test, or failure to pass a drug and/or alcohol test, to the extent permitted by law, shall be the basis termination.

## **2. SUBSTANCE ABUSE TESTING POLICY**

### **Purpose**

As a part of its commitment to provide a safe place for its employees to work and to promote a drug-free community, Aimbridge Hospitality establishes this policy on the use or abuse of alcohol and illegal drugs by its employees. The purpose of this policy is to set forth Aimbridge Hospitality's guidelines regarding substance abuse.

### **Effect**

The information contained in this policy does not create a contract of employment between Aimbridge Hospitality and any employee, nor does it guarantee any benefit, procedure, or period of employment.

### **Scope**

All employees are covered by this policy.

### ***Definitions:***

#### **Illegal Drugs**

"Illegal drugs" are drugs or controlled substances which are (1) not legally obtainable or (2) legally obtainable but not obtained or used in a lawful manner. Examples include cocaine and marijuana, as well as prescription drugs which are not lawfully obtained or properly utilized. The term "illegal drugs" also refers to mind-altering and/or addictive substances which are not sold as drugs or medicines but are used for mind- or behavior-altering effect.

#### **Legal Drugs**

"Legal drugs" are those prescribed or over-the-counter drugs which are legally obtained by the employee and used for the purpose for which they were prescribed and sold.

#### **Company Property**

The term "Company property" includes worksites; parking lots; vehicles; or offices owned, rented, utilized, or serviced by Aimbridge Hospitality or by any customer of Aimbridge Hospitality; employee-owned or employee-rented vehicles on the property of Aimbridge Hospitality or of any customer of Aimbridge Hospitality while on Aimbridge Hospitality business; and locations where the employee represents Aimbridge Hospitality in any capacity.

#### **On Duty**



The term "on duty" includes all working hours as well as meal periods and break periods, regardless of whether on premises, and all hours when the employee represents Aimbridge Hospitality in any capacity whether on premises or off-site.

### **Alcohol Use Prohibitions**

The consumption of alcohol on Aimbridge Hospitality property or while on duty is prohibited. There may be occasions, removed from the usual work setting, at which it is permissible to consume alcohol in moderation with prior Aimbridge Hospitality approval on Aimbridge Hospitality property or while on duty (i.e., Aimbridge Hospitality picnic, client entertainment).

Off-duty abuse of alcohol which adversely affects an employee's job performance or adversely affects or threatens to adversely affect other interests of Aimbridge Hospitality is prohibited.

The personal possession (i.e., on the person or in a desk or locker) of alcohol on Aimbridge Hospitality property or while on duty is prohibited. However, the possession of alcohol in a personal vehicle or Aimbridge Hospitality-assigned vehicle on Aimbridge Hospitality property is not prohibited provided such possession is in compliance with this policy, as well as federal, state, and local laws.

It is against Aimbridge Hospitality policy to report to work or to work under the influence of alcohol. An employee will be considered under the influence of alcohol when, in the judgment of the employee's Manager or other Management official, the employee's ability to perform the job safely and effectively is affected by the use of alcohol. An employee who is perceived to be under the influence of alcohol will be removed immediately from the workplace and may be required to submit to a breath or blood test to measure the blood alcohol concentration. An employee with an alcohol concentration of 0.04 or greater will be considered to be under the influence of alcohol for purposes of this policy. However, a determination that an employee is under the influence of alcohol may be made by Aimbridge Hospitality without conducting a test to determine the employee's alcohol concentration.

Employees arrested for an alcohol-related incident must immediately notify their Manager or a Representative of Human Resources of the arrest if the incident occurs:

1. During scheduled working hours;
2. While operating a Aimbridge Hospitality vehicle on Aimbridge Hospitality or personal business; or
3. While operating a personal vehicle on Aimbridge Hospitality business.

### **Drug Use Prohibitions**

The use, sale, purchase, possession, manufacture, distribution, or dispensation of illegal drugs on Aimbridge Hospitality property or while on duty is against Aimbridge Hospitality policy and is cause for immediate termination.

It is also against Aimbridge Hospitality policy for an employee to report to work or to work while under the influence of illegal drugs. An employee will be considered to be under the influence of illegal drugs if the employee tests positive for such drug(s) (or their metabolites) at or above the cutoff levels established by Aimbridge Hospitality.

Legal drugs may also affect the safety of the employee or fellow employees or members of the public. Therefore, any employee who is taking any legal drug which the prescribing physician or pharmacist indicates might adversely affect the employee's ability to safely perform the functions of his or her job must advise his or her Manager before reporting to work under such medication. If the Aimbridge Hospitality determines that such use adversely affects the employee's ability to safely perform the functions of his or her job, the Aimbridge Hospitality may temporarily reassign the employee, grant a leave of absence during the period of treatment, or otherwise attempt to accommodate the employee. If Aimbridge Hospitality determines that such use does not pose a risk, the employee will be permitted to work. Improper use of "legal drugs" is prohibited and may result in disciplinary action. Prescription medication must be kept in its original container if such medication is taken during working hours or on Aimbridge Hospitality property.

## **Drug Testing**

### **Pre-employment Testing**

All applicants that are offered a conditional offer of employment may be subject to pre-employment testing for illegal drugs depending on the hotel.

### **Random Testing**

If permitted by applicable state law, employees will be subject to unannounced random drug testing.

Employees will be randomly selected from a testing pool for random drug testing. Anyone selected for a random drug test will be required to submit to testing. If an employee refuses to test, the employee will be deemed to have tested positive.

### **Reasonable Suspicion Testing**

1. Employees may be asked to submit to a drug or alcohol test if Aimbridge Hospitality has reason to believe that their ability to perform work safely or effectively may be impaired.
2. Reasonable suspicion testing will be based upon specific, contemporaneous, articulable observations of a Management official concerning the appearance, behavior, speech, or body odors of the employee.

### **Post-Accident**

Employees are subject to alcohol and/or drug testing if involved in an on- the-job accident. All employees are required to report any on-the-job accident.

### **Follow-up Testing**

Any employee who has been determined by Aimbridge Hospitality to have used illegal drugs (prior to a positive drug test, self-identification, or otherwise) and who has accepted the opportunity to enter a drug counseling or rehabilitation program will be subject to periodic,

unannounced follow-up drug tests for a one-year period after returning to work or completion of any rehabilitation program, whichever is later.

### **Testing Procedure**

1. Aimbridge Hospitality will determine which drug testing will be performed and the cutoff levels at or above which a test result will be considered positive proof of drug and/or alcohol usage.
2. If an employee refuses to consent to testing, fails to appear for testing, tampers with the test, or otherwise fails to cooperate with the testing procedure, he or she will be considered to have tested positive.

### **Disciplinary Action**

Violation of this policy will subject a teammate to immediate termination.

### **Different State Law Requirements**

Where state or local law requires different or more restrictive laws, Aimbridge Hospitality shall comply with all applicable state or local laws.

## **IV. EMPLOYEE COMMUNICATION**

### **1. OPEN DOOR POLICY**

At Aimbridge Hospitality we have created an environment in which open communication between employees and management exists. It is important for you to know that we encourage you to communicate your ideas, suggestions, and problems to your department manager on a daily basis.

When a situation or problem arises, we encourage you to talk first with your immediate supervisor. Give your supervisor a chance to work it out with you. If your concern involves your supervisor, or you are not satisfied with your supervisor's response, or if for any reason, you do not wish to bring the problem to your supervisor's attention, you may present your complaint to your department manager, General Manager or Human Resources representative. If you do not feel the response or actions taken in this first step are satisfactory, the following additional steps can be taken:

- A) Contact your Human Resources representative or the General Manger. All parties concerned will be contacted, Company policy will be reviewed, the corporate office will be contacted if necessary, and an equitable solution to the problem will be rendered.
- B) If you are not satisfied with the outcome at the property level, you may call or submit in writing the issues surrounding the problem to the Corporate Human Resources Department in Dallas. They will investigate the situation and make a final determination regarding the appropriate action, if any, to be taken.

## **2. INTRODUCTORY PERIOD**

The first ninety (90) days of your employment with Aimbridge Hospitality will no doubt be a learning experience. You will learn your job duties and responsibilities, get acquainted with your supervisor(s), manager(s), and fellow employees, and familiarize yourself with our company and your hotel. We refer to this initial period of employment as your introductory period.

While we understand that you will be learning a lot about your new job, you are still expected to perform satisfactorily and your performance will be reviewed closely. Also, please understand that completion of the introductory period does not guarantee continued employment and does not change the at-will nature of the employment relationship.

## **3. PERFORMANCE APPRAISALS**

Employees will normally have their performance evaluated in writing a minimum of once each year. Hourly employees' performances are normally evaluated after 90 days of employment and on the hotel's common review date, either June 1 or October 1. Salaried employees normally are evaluated on performance and their salary is normally evaluated annually on the Monday closest to March 15. Any wage or salary increase resulting from a performance appraisal will begin effective the first day of the next pay period. Aimbridge Hospitality reserves the right to conduct evaluations at different times as business needs may necessitate.

## **V. STANDARDS OF CONDUCT**

### **1. ANTI-VIOLENCE**

Aimbridge Hospitality believes in a safe workplace free from any intimidation, threats, or violence. Our policy is "no-tolerance" of violence in the workplace, including employees, guests, vendors, and anyone connected with our business. We will investigate any complaints and any violation of our policy will result in disciplinary action up to and including termination. We encourage employees to report any behavior which may constitute a violation of this guideline to ensure a safe work environment.

### **2. SAFETY**

We consider the safety and health of our employees more important than any other aspect of company operations. We involve management and employees in planning, developing, and implementing our safety and health program. If you see an unsafe condition in the Hotel, be sure to report it to your supervisor so it can be attended to as soon as possible. If you have an on-the-job accident, regardless of the severity, report it AT ONCE to your supervisor so it can be recorded and, if necessary, you can receive proper care. An accident report must be completed on ALL incidents. Any minor accident could be an indication of unsafe conditions or practices that could result in a more serious injury, so be sure to communicate all incidents of accidents or unsafe conditions to your supervisor.

**Failure to follow the safety rules will result in disciplinary action, up to and including termination.**

## Hazardous Materials Handling

Before you handle any cleaning agents or other potentially hazardous chemicals, you must review the Material Safety Data Sheets (MSDS) on the products. You must be trained in the use of any product which may be hazardous prior to handling such products. The Hazardous Materials Manual, which reviews proper handling procedures, is available to all employees through the Housekeeping and Engineering Department.

**Employees are expected to use precautions to prevent contact with blood or other potentially infectious material, in the event such materials are present on the hotel premises. Follow all procedures on Blood borne Pathogen training, in housekeeping, engineering and food service.**

## Safety Rules

- Dial 911 in the event of any emergency involving any significant safety concerns or serious injury.
- Know the location of the first-aid kit for your department.
- Know the location of the fire-fighting equipment in your department and the fire exits in case of an emergency.
- Read and understand the hotel emergency procedures for fire, police, and ambulance.
- Report all defective and broken equipment, such as chairs, desks, office machines, doors, torn carpet, frayed electrical wiring, etc. to your supervisor so that the necessary repairs can be made.
- Report all injuries to your department head immediately. For example, do not wait until a cut has become infected
- Report any unsafe conditions to your supervisor so that they can be corrected.
- Do not attempt to move heavy objects without the necessary help.
- Keep your work area as clean and safe as possible. Promptly pick up paper and related items that may cause slipping or tripping hazards.
- Avoid fire hazards – make sure that the coffee warmers, electrical heaters, etc. are turned off at the end of the day.
- If you see a hazard, take the time to correct it or advise other employees to be aware of the hazards until it can be corrected.
- Sanitation is necessary for good health and improved efficiency and safety. Keep your work area clean and safe at all times.
- Do not overload electrical outlets.
- Do not use electrical equipment with frayed cords; immediately notify management to replace worn cords.
- Keep sharp objects such as pencils, pens and scissors in the proper place so that they do not create hazards.

- Do not pick up broken glass with your bare hands; always use a dust pan and broom.
- Do not attempt to repair equipment that is not operating properly unless you have been specifically trained on how to do so in a safe manner.
- When using the stairs, use the handrails and only take one stair at a time.
- Do not run; it is safer to walk. Do not walk and read at the same time.
- Sensible and safe footwear with non-skid soles should be worn at all times during working hours.
- Understand and be aware of all chemicals used in the department. Proper protective equipment must be worn when chemicals are in use.
- If you are burned, immediately flush your skin with cool water.
- Keep floors clean and free of water, oil, grease, liquids, and other hazards. Use wet floor signs and other caution signs when appropriate.
- Avoid strain when lifting. Proper lifting procedures (lift with your legs) are to be used at all times. Use a hand cart when moving heavy objects.
- Use ladders properly when reaching high places to avoid falls and strains. Never stand on boxes, crates, shelves, etc.
- If you do not know how to do the job safely, ask your supervisor.

### 3. ATTENDANCE

Because good attendance is important to our success, excessive tardiness or absenteeism negatively impacts the organization and directly affects the ability of all employees to perform their role in serving our guests. **Excessive is defined as more than 3 call offs in a 30 day period or being late for work more than 3 times in a 60 day period.** Therefore, employees that violate this policy will be subject to disciplinary action up to and including termination. Violations of this policy include, but are not limited to:

- Failure to notify your department manager **by phone** no less than two (2) hours in advance of your shift in the event of an absence or tardiness;
- Failure to call in every day that you are to be absent, unless previously excused due to the nature of the absence;
- Notification by text message is **not acceptable** and is a violation of this policy;
- Failure to notify your department manager at least by the start of your normal workday, in the event of an emergency or sudden illness;
- A pattern of unplanned time off. For example, every Friday
- Excessive unplanned time off. More than 3 days in a 30 day period
- No call, no show. **Employees absent for two shifts without proper notification will be deemed to have resigned their employment, unless proper notification was beyond the employee's control.**

- Being repeatedly late for start of shift or repeatedly not being ready to begin work at the start of your shift;
- Failure to provide a doctor's notice when requested;
- Taking unplanned time off before and/or after a holiday;
- Clocking out before shift ends without prior authorization;
- Starting your shift early or working overtime without prior authorization; and
- Not following the steps required to take a leave of absence.

#### **4. TIME CARDS**

Nonexempt employees are required by federal and state law to accurately record all time worked. Aimbridge Hospitality is required to maintain accurate records of all nonexempt employees time worked. The following procedures are in place to ensure the accurate recording of all time worked. Employees are required to follow these procedures.

- It is our policy that employees are to clock in and out each work day. Employees are prohibited from working off the clock.
- Employees are to clock in no more than seven (7) minutes prior to the start of a scheduled shift.
- Employees are responsible for knowing their scheduled shifts and for clocking in and out accordingly.
- All employees must clock in and out for their 30 minute meal break.
- When clocking in and out, employees are to use their own time card.
- Punching another employee's time card or allowing another to punch your card will result in disciplinary action up to and including termination.
- Falsifying hotel records, including, but not limited to, payroll documents and time cards, will result in termination.
- Employees are responsible for checking their paychecks to ensure all hours have been paid. If you have questions on your paycheck, please see your Human Resources Representative.

Employees will be paid for all hours worked in accordance with applicable state law. Please check with your local Human Resources representative or supervisor for specific information on your time of payment and method of payment options available in your particular location.

#### **WHITE COLLAR POLICY**

Aimbridge Hospitality prohibits deductions from exempt employees' compensation except as allowed by the Fair Labor Standards Act. If an employee is aware of an improper deduction from his or her salary, this violation should be reported immediately to their manager or Human Resources. All reported or suspected improper deductions from an exempt employee's pay will be promptly and thoroughly investigated. If the Company determines that improper deductions were made from an exempt employee's salary, the Company will promptly reimburse the

employee the amounts improperly deducted. The Company will also ensure that improper deductions from pay do not occur in the future.

## **5. OVERTIME**

When operating requirements or other needs cannot be met during regular working hours, you may be scheduled to work overtime. All overtime work must be authorized in advance by your supervisor. Nonexempt employees will be paid time and one-half (1-1/2) their regular rate of pay for all hours worked in excess of 40 in a single workweek, or as otherwise required by applicable state or local law. Exempt employees are expected to work as much of each workday as is necessary to complete their job responsibilities. No overtime or additional compensation is provided to exempt employees. For the purposes of calculating overtime for non-exempt employees, the workweek begins at 12:01 a.m. Sunday and ends at 12:00 midnight the following Saturday evening.

## **6. STANDARDS OF APPEARANCE**

The following general standards apply to all employees. These are the minimum standards that should be adhered to by all employees; however, further departmental specifications may apply to some employees. In cases where a disability or sincerely held religious belief prevents full compliance with this policy, you should immediately notify management of applicable requirements and prohibitions for consideration of a reasonable accommodation. Validation may be required, with periodic updates, as allowed by applicable state or local law.

### Name Tags

- a) Name tags are a part of the uniform and must be worn at all times, on the left side approximately two to three inches below the collar bone.
- b) No decorations are allowed on nametags.

### Shoes

- a) All shoes must be closed toe and closed heel for safety purposes.
- b) No extreme styles should be worn.
- c) Sandals, clogs, thongs, platform shoes, moccasins, etc., are not allowed.
- d) For employees who are on their feet all day, low-heeled shoes are recommended.

### Pants and Skirt Lengths

- a) Pants should be worn shoe-top length.
- b) Skirt lengths may be no shorter than two inches above the kneecap and no longer than above the ankle.
- c) Shirts must be tucked in at all times.
- d) White socks may not be worn with black uniform pants.

### Pockets



No personal items such as combs or other objects should be carried in the pocket where they are visible. Large items and objects should be kept in lockers.

### Undergarments

All employees are required to wear conservative and appropriate undergarments at all times.

- a) All female employees are required to wear a bra. In cases where the uniform blouse and/or top are sheer, a neutral shade bra is required.
- b) Female employees must wear hosiery at all times. For female employees in positions where the uniform is black, hose must be off-black. In all other cases, hosiery must be in neutral shades. No brightly colored hosiery will be allowed. Subdued color hose may be worn by non-uniformed employees only.
- c) All male/female employees who wear undershirts or T-shirts under their uniforms must ensure that his/her garment is not visible at the sleeve. Undershirts or T-shirts must be plain white and free from design or lettering.

### Personal Hygiene

#### Men

- a) Hair must be neatly trimmed and above the collar line. Extreme or faddish styles will not be acceptable.
- b) Mustaches are acceptable if trimmed and kept at or above the lip line.
- c) Beards are acceptable if kept neatly trimmed.
- d) Sideburns may not be longer than the middle of the ear and must be neatly trimmed.
- e) "Tails" are not acceptable.

#### Women

- a) Hair must be neat, attractive, and conservatively styled. Extreme or faddish styles will not be acceptable.
- b) Ornamentation must be conservative. Scarves, brightly colored barrettes, combs, and beads are not acceptable.
- c) Women in positions in food & beverage, guest services, engineering, and housekeeping are to wear their hair pulled away from their face if it is shoulder length or longer.

### Makeup

- a) Makeup should be conservative, tastefully applied and not excessive (specifically, eye shadow, eyeliner, mascara, lipstick and blush).
- b) Men are not allowed to wear makeup.
- c) Perfume and/or colognes must be used with discretion.

### Fingernails

- a) Fingernails are to be kept neatly trimmed and moderate in length.

- b) Female employees are allowed to wear polish in a conservative color (neutrals, pinks, reds or corals). Only one shade of polish may be worn at one time. Nails must be free of appliquéés and decorations. Polish must be neat with no chips.
- c) Male employees are allowed to wear clear polish only.

### Jewelry

While on duty or in public areas, employees should not wear any jewelry or similar items which would detract from the dignity of the uniform or the Company or which might offend or be controversial to the guest.

- a) Rings – A maximum of two (2) simple rings on each hand is allowed. (A wedding band worn with engagement ring is considered one (1) ring.)
- b) Bracelet/chain/wristwatch – One (1) of each will be acceptable.
- c) Necklaces – Necklaces or neck chains may not be visible on any uniform.
- d) Earrings – Women may wear only one (1) pair of conservatively-styled earrings. Only one earring may be worn in each earlobe at any time. Males are not allowed to wear earrings. Ear cuffs are not permitted at any time.
- e) Body Piercing – Earrings should only be worn in the earlobes, and should not be worn on any other part, including the nose, tongue, eyebrow, etc.

### Tattoos

Tattoos may not be visible or exposed on any part of the body not covered by clothing. If tattoos are permanently in place and are not naturally covered by clothing, they must be discreetly covered at all times. If necessary, tattoos may be covered by a plain Band-Aid or bandage, depending on the size of the tattoo. Any ankle or leg tattoos on female employees that cannot be concealed by clothing must be covered directly on the skin (i.e., underneath hosiery). All concealers must be plain, neat, and professional in nature.

*An employee may be requested to leave the property to change their attire which does not meet our policy of tailored, professional and conservative attire. If an employee is requested to leave the property to change, this time will be unpaid.*

## **7. SOLICITATION**

In an effort to ensure a productive and harmonious work environment, persons not employed by Aimbridge Hospitality may not solicit or distribute literature in our workplace at any time for any purpose. While we recognize that employees have interests and events and organizations outside the workplace, you will not be permitted to solicit or distribute literature concerning outside activities on Company property in work areas during work time. This includes non-hotel business such as canvassing, collection of funds, pledges, circulation of petitions, sale of products or merchandise, solicitation of memberships, distribution of leaflets, letters or other written materials, etc. (Work time does not include meal breaks, work breaks, or other periods in which you are not on duty.)

To govern the solicitation of employees or the distribution of literature to employees on Company property, the following rules have been established:

- Solicitation or distribution of literature by employees during work time that in any way interferes with work is prohibited.
- Distribution of literature by employees in work areas is prohibited.
- Solicitation or distribution of literature by non-employees on Company premises is prohibited.
- Distribution of literature by employees in non-work areas during work time that in any way interferes with work is prohibited.

## **8. CONFIDENTIALITY**

Aimbridge Hospitality maintains certain policies to guide its employees with respect to standards of conduct expected in areas where improper activities could damage the Company's reputation and otherwise result in serious adverse consequences to the Company and to employees involved. The purpose of this Policy is to affirm, in a comprehensive statement, required standards of conduct and practices with respect to confidentiality in the workplace. Integral to Aimbridge Hospitality's business success is our protection of confidential company information, as well as confidential information entrusted to us by employees, customers and other business partners. Confidential and proprietary information includes, but is not limited to, such things as pricing and financial data, customer names/addresses or nonpublic information about other companies, including current or potential supplier and vendors, proprietary business practices, marketing strategies, labor relations strategies, costs and profit margins, sales and marketing forecasts, and other information that is not readily available to the public and is maintained as confidential by Aimbridge Hospitality. Employees must not disclose confidential information of the Company or our customers or vendors without a valid business purpose and proper authorization.

It is our policy that all information considered confidential will not be disclosed to external parties or to employees without a "need to know." If there is a question of whether certain information is considered confidential, the employee should first check with his/her immediate supervisor.

This policy is intended to alert employees to the need for discretion at all times and is not intended to inhibit normal business communications. All inquiries from the media seeking the Company's position on a matter must be referred to the Hotel General Manager.

The revelation, misuse, unauthorized access to, or mishandling of any confidential information, data, decisions, plans or any other information without prior authorization is strictly prohibited and an employee will be subject to disciplinary action, up to and including termination. Confidential Information should remain confidential even after an employee terminates employment with Aimbridge Hospitality. Nothing in this policy is intended to prohibit an employee's lawful right to discuss wages and conditions of employment.

## **9. COMMUNICATION DEVICES**

All Company communications services and equipment, including the messages transmitted or stored by them, are the sole property of the Company. The Company may access and monitor employee communications and files as it considers appropriate. The Company reserves the right to monitor both the use of the communication systems and the content of the communications at

its discretion. Employees have no reasonable expectation of privacy regarding their use of these services.

Communications equipment and services include, but are not limited to, mail, electronic mail, courier services, facsimiles, telephone systems, computer networks, internet, intranet, on-line services computer files, video equipment, pagers, cellular phones, and bulletin boards.

E-mail messages are not private, despite any contrary designation either by the sender or the recipient. Accordingly, employees have no expectation of privacy in their e-mail messages nor when accessing the Internet. The Company has the right to monitor e-mail messages at its sole discretion in the ordinary course of its business, even if employees use a password or the system's delete function.

Accordingly, the Company may access e-mail mailboxes and "deleted" messages and the Company may disclose certain e-mail messages. Attachments to e-mail messages, such as pictures and other graphic files are also subject to inspection and should not violate any Company policy including the harassment policy. In addition, the Company may monitor access to the Internet.

Employees are prohibited from installing or downloading any unauthorized software such as shareware, screen savers, time synchronizers and search tools bars, onto Company computer equipment. Employees may not copy software from Company computers and install it on their home or other computers without the express written permission of Management. The Company does not allow the unauthorized use, installation, copying, or distribution of copyright, trademark, or patented material on any Company communication tool. Employees whose communication activity violates state or federal law or Company policies are subject to disciplinary action up to and including termination of employment.

You should not use Company communications services and equipment for personal purposes except in emergencies or when extenuating circumstances warrant it. Incoming personal telephone calls should not occur while you are on duty, unless it is an extreme emergency, which will be directed to your supervisor. Company communications property and equipment may not be removed from the premises without written authorization from the employee's supervisor. You should exercise care so that no personal correspondence appears to be an official communication of the Company, for example, using Company stationery for personal letters. If you must use the Company's address for receiving personal mail, you must have permission from your General Manager.

Tape recording any conversation or meeting violates Company policy and may subject you to disciplinary action up to and including termination and possible criminal sanctions. Improper use of Company communications services and equipment, or unauthorized use of personal communication or recording equipment (e.g., beepers, pagers, cellular phones or similar electronic and communications devices) may result in disciplinary action up to and in including termination of employment. Employees must remember to ensure that Confidential Information remains confidential which using the Company's electronic communication equipment. Aimbridge Hospitality owns the computers and software making up the e-mail/internet/intranet systems and permits employees to use them in the performance of business purposes only. Records contained within these systems are Company property and should be transmitted only to individuals who have a business need to know.

## **10. SOCIAL MEDIA**

At Aimbridge, we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

This policy applies to all associates who work for Aimbridge, in the United States.

Managers and supervisors should use the supplemental Social Media Management Guidelines for additional guidance in administering the policy.

### **GUIDELINES**

In the rapidly expanding world of electronic communication, *social media* can mean many things. *Social media* includes all means of communicating 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 a chat room, whether or not associated or affiliated with Aimbridge, as well as any other form of electronic communication.

The same principles and guidelines found in Aimbridge policies and three basic beliefs apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow associates or otherwise adversely affects members, customers, suppliers, people who work on behalf of Aimbridge or Ambridge's legitimate business interests may result in disciplinary action up to and including termination.

#### **Know and follow the rules**

Carefully read these guidelines, the Aimbridge Discrimination & Harassment Policy, and ensure your postings are consistent with these policies. 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 you to disciplinary action up to and including termination.

#### **Be respectful**

Always be fair and courteous to fellow associates, customers, members, suppliers or people who work on behalf of Aimbridge. 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, members, associates 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 on the basis of race, sex, disability, religion or any other status protected by law or company policy.

#### **Be honest and accurate**

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about Aimbridge, fellow associates, members, customers, suppliers, people working on behalf of Aimbridge or competitors.

### **Post only appropriate and respectful content**

- Maintain the confidentiality of Aimbridge trade secrets and private or confidential information. Trades secrets may include information regarding the development of systems, processes, products, know-how and technology. Do not post internal reports, policies, procedures or other internal business-related confidential communications.
- 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. Such online conduct may also violate the Insider Trading Policy.
- Do not create a link from your blog, website or other social networking site to a Aimbridge website without identifying yourself as a Aimbridge associate.
- Express only your personal opinions. Never represent yourself as a spokesperson for Aimbridge. If Aimbridge is a subject of the content you are creating, be clear and open about the fact that you are an associate and make it clear that your views do not represent those of Aimbridge, fellow associates, members, customers, suppliers or people working on behalf of Aimbridge. If you do publish a blog or post online related to the work you do or subjects associated with Aimbridge, make it clear that you are not speaking on behalf of Aimbridge. It is best to include a disclaimer such as “The postings on this site are my own and do not necessarily reflect the views of Aimbridge.”

### **Using social media at work**

Refrain from using social media while on work time or on equipment we provide, unless it is work-related as authorized by your manager. Do not use Aimbridge email addresses to register on social networks, blogs or other online tools utilized for personal use.

### **Retaliation is prohibited**

Aimbridge prohibits taking negative action against any associate for reporting a possible deviation from this policy or for cooperating in an investigation. Any associate who retaliates against another associate for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

### **Media contacts**

Associates should not speak to the media on Aimbridge’s behalf without contacting your General Manager or the Corporate Legal Department. All media inquiries should be directed to them.

### **For more information**

If you have questions or need further guidance, please contact your HR representative.

## **11. CASH HANDLING**

Any employees responsible for cash handling will be expected to follow procedures and explain any over/short variances. Consequences for consistently not balancing could result in disciplinary action up to and including termination.

## **12. GUEST COURTESY AND PRIVACY**

As a representative of Aimbridge Hospitality, you are responsible for providing our guests with attentive, courteous and efficient service at all times and in all circumstances. Treat our guests as you would wish to be treated. Always have a smile and a greeting to extend when you come in contact with one of our guests. They will appreciate it and you will enjoy it too.

Do not give out any information about a guest, including names and room numbers. As an employee, you are in a position to observe the personal lives of many people. Discussing your observations will not be tolerated. You are in a position of TRUST – do not betray it!

## **13. EMPLOYEE INTEGRITY**

One of our most valuable assets is our reputation for integrity. The Company expects the highest standard of individual conduct from all employees affiliated with it at all times, not only in matters of financial integrity, but in every aspect of business relations. The Company assumes the responsibility to operate at all times in a manner compliant with laws and regulations, to conduct all activities openly, and to deal with the government and other local institutions in a cooperative and forthright manner. Obeying the law is a minimum requirement. Ethical business conduct should normally exist at a level well above the minimum required by law and company policy.

## **14. NEPOTISM**

Aimbridge Hospitality reserves the right to refuse to hire or permit the continued assignment of individuals where potential problems of nepotism would be an issue. Relatives include a person who is related by blood or marriage or whose relationship with the employee is similar to that of persons who are related by blood or marriage. A situation where a relative would be in a supervisory capacity over a relative is a situation where a potential conflict of interest could exist and such situation would be a violation of this policy.

In the event that two employees become subject to the restrictions of this policy after they are hired, one or both employees must seek a transfer or reassignment to eliminate the actual or potential conflict of interest specified in this policy.

If the Company determines that the relationship between employees presents an actual or potential problem, or conflict of interest, the Company may take appropriate action which includes, but is not necessarily limited to, transfers, reassignments, shift changes, or if necessary, termination.

## **15. TIP REPORTING**

In addition to your wages, you may receive tips or gratuities from guests. Tips are considered a part of your income and by law all employees who receive more than \$20 of tips in a month must report them for income tax purposes. Please consult your supervisor or your HR representative

for additional clarification of the tip-reporting procedure. Direct solicitation of gratuities from guests or vendors is prohibited and will result in disciplinary action up to and including termination.

#### **16. BULLETIN BOARDS**

Bulletin boards are to be used for official Company business only; personal use by employees is prohibited. Bulletin Boards are Company property. This will enable you to be informed about hotel announcements and activities, as well as schedule information and procedures. It is your responsibility to check the bulletin boards, located in the employee areas of the Hotel, each day. Employees are prohibited from removing, defacing, or otherwise tampering with any bulletin board posting.

#### **17. ENTRANCE/EXIT PROCEDURE**

All employees of the hotel will enter and exit the building through the designated employee entrance. You should never enter the hotel building earlier than 15 minutes prior to your scheduled shift, and you should always leave the hotel building within 15 minutes after the end of your shift. While waiting for transportation, employees must be in the designated areas. The only exception is if an employee has an appointment to meet with a representative of Human Resources or his/her manager outside of normal working hours.

#### **18. LOST AND FOUND PROCEDURES**

As part of our responsibility to Hotel guests, all articles found in any building or on the property must be turned over immediately to the designated Lost and Found area. Detailed logs will be kept; when appropriate, items not claimed within a reasonable time frame may be given to the finder.

#### **19. KEY CONTROL**

The Safety and security of our employees, our guests and our assets are based on sound practices and controls of all keys issued to guests, employees and outside vendors for repair/maintenance/installation of equipment.

- Employees must sign for all keys issued to them during their shift
- Keys issued to an employee must remain in the employee's possession
- Employees should never give or loan their key to another employee
- Employees must immediately report the loss or damage of an assigned key
- Employees are never permitted to leave the building with their assigned keys
- Employees must sign all keys issued to them back in before leaving the hotel
- EMPLOYEES ARE NEVER TO OPEN A DOOR FOR A GUEST WHO CLAIMS TO HAVE LOST THEIR KEY. They must be sent to the Front Desk to secure another key.

Any lost key needs to be reported immediately. The Manager of the Department must report the lost key to the General Manager or Security immediately. If a Grand Master or Emergency



Master or Section Key is lost, all rooms must be re-keyed or re-programmed as quickly as possible. An incident report must be completed with all the information and the time of the loss and the time of the re-keying completed. If the key is lost due to negligence: is not reported timely: is a second offense then the employee responsible should be suspended pending investigation. Suspension may lead to disciplinary action up to and including dismissal.

## **20. OUTSIDE EMPLOYMENT**

At times, individuals may make a decision to work an additional job. If a person decides to work for another employer outside of Aimbridge Hospitality, employees must ensure that their outside employment does not create a conflict of interest with their employment with Aimbridge Hospitality. If you are a full time employee your employment with Aimbridge Hospitality should be your primary employment and your outside employment should not interfere with your work activities or your standards of employment. The Company will notify an employee if it is determined that the employee's outside employment is negatively impacting his/her performance or ability to meet job requirements. It will then be the responsibility of the employee to determine whether he/she is able to continue to meet the Company's job performance expectations and duties as prescribed by the Company while continuing their outside employment.

A number of approved benefits and leaves of absence are provided to employees who are unable to perform the essential functions of their job. Such leave includes FMLA, Disability Leave, and Workers Compensation Disability Leave. Since you must be disabled or temporarily incapacitated from your job to claim these benefits, the Company specifically prohibits an employee who is on any of these forms of leaves from participating in any activity that would be precluded from their medical restrictions. This includes working for any secondary employer while on a leave of absence if the work to be performed would violate your medical restrictions. A violation of this policy may lead to disciplinary action up to and including termination.

## **21. EMPLOYEE RELATIONS**

Experience has shown that when employees deal openly and directly with management, communications are clearer, feelings are positive, and the work environment is productive.

As an employee of Aimbridge Hospitality you need to know the Company's position on labor unions. We are not in favor of any labor union coming into our Company. We can deal better directly with employees rather than through outside third parties. Therefore, it is our firm intention to resist any effort to organize our Company by any labor union, with every legal and proper means.

This position is based on a sincere belief that unions are not interested in individual employees of our Company and that employees need not pay union dues to receive the rights and benefits of employment, fair treatment, or to have others speak for them.

Unions do not get employees jobs, cause employees to keep jobs, or generate wages or fringe benefits. The Company can and will do its best to do all of these things. Jobs are made possible only through an efficient and profitable Company. This does not mean that problems will not arise in the conduct of business from time to time, but we believe that policies and practices exist to help resolve these problems internally.

Our attitude is always one of willingness to listen. Employees are encouraged to bring suggestions, problems, and/or complaints to the attention of their Manager and you are assured of receiving a timely response. The Company accepts, in turn, the responsibility of providing competitive working conditions, pay, and benefits.

We firmly believe in the Open Door Policy that is followed throughout the Company and encourage all employees to use this format to handle suggestions, problems, and complaints.

We want your employment with Aimbridge Hospitality to be a positive experience so that you will encourage family and friends to join our team. We are always looking for ways to make our Company a better place to work and hope you will do your part to help make us successful.

## **22. MEAL AND REST PERIODS**

Aimbridge Hospitality strives to provide consistent yet flexible practices for the needs of our properties. A team member's standard work hours and breaks will depend on the location, where the team member works, business volume, and season of the year.

Breaks are paid rest periods of ten (10) minutes for every four (4) hours worked unless applicable state law requires more frequent breaks. Ideally, a break should be taken midway through that portion of the shift.

A thirty (30)-minute unpaid meal period is required whenever a team member works more than six (6) hours. The meal period is not counted as hours worked and may be taken off property. If the meal period is interrupted with work, the team member will be paid for the meal period.

Please refer to the following guidelines:

4 hours or less – one 10-minute paid break

5-6 hours - one 10 minute paid break and one 30 minute unpaid meal break

6-8 hours - two 10 minute paid breaks and one 30 minute unpaid meal break

If the team member's shift does not exceed six (6) hours, the meal period may be waived by mutual written consent.

Team members must punch in and out for the unpaid thirty-minute break. This time period should not be edited every day nor may the time clock be programmed to automatically detect a thirty-minute break. The team member must actually punch the clock (or sign in/out). In the event the team member abuses this thirty-minute time period by not properly recording his or her hours, the team member may be disciplined for not following the proper procedures but the time should not be routinely edited. Only in isolated instances should a time sheet be edited and when edited the edit must be signed by the employee. The property should keep a log that lists all timecard edits for the pay period.

**Lactation Break:** Aimbridge Hospitality will provide a reasonable amount of break time to accommodate an employees need to express breast milk for the employees infant child up until twelve (12) months of age. If possible, the break-time should be taken concurrent with other break periods provided. If the employee needs longer than a scheduled break to express breast milk, the remainder of the break will be unpaid. The Company will also make reasonable efforts to provide the employee with the use of a room or other location in close proximity to the employees work area for the employee to express milk in private. An employee should notify

her manager or Human Resources Representative if she is requesting time to express breast milk under this policy.

### **23. HOUSE RULES**

**An employee may be immediately terminated, without previous warning, for violating any of the following house rules:**

**Alcohol/Drug Use:** Use, possession, sale, transfer, or storage of an illicit drug or drug paraphernalia by an employee while in the course of employment, on Hotel property or in Hotel vehicles. Further, an employee is strictly prohibited from reporting to work or working under the influence of a drug or alcohol, or in an impaired condition. Unauthorized possession or consumption of alcohol by an employee while in the course of employment, on Hotel property or in Hotel vehicles will not be tolerated. This does not apply to authorized business activities such as a Hotel sponsored social function with the approval of the General Manager.

**Theft:** Attempted or actual theft, embezzlement, and/or pilferage (unauthorized removal, storage, transfer, utilization) of Hotel, guest, or employee property. This includes failure to report lost articles which are found on the premises. All personal belongings brought on to hotel property, as well as lockers, desks, and their contents, may be subject to a random security check. Employees are not to place valuable belongings in a locker or desk (if assigned), as the Hotel cannot accept responsibility for loss of or damage to such items.

**Company Property:** Willful destruction, gross negligence, or carelessness regarding Company, guest, or other employee property.

**Gambling:** Gambling, or participating in gambling as a spectator during work hours or on Company property.

**Fighting:** Fighting or attempting bodily injury to another, employee or guest. Hitting, pushing, or otherwise striking another person or provoking a fight. Threatening to harm or touch another

**Weapons:** Carrying or concealing firearms, dangerous or illegal weapons while on company premises or at a company sponsored event.

**Falsifying Records:** Willful falsification of Hotel records including, but not limited to, employment applications, payroll documents, time cards, and financial reports, prior to or during your employment. Clocking in or out for another employee.

**Unexcused Absence:** Failure to report to work for two consecutive scheduled shifts/days is considered a voluntary resignation.

**Insubordination:** Insubordinate conduct – failure to follow directions from management

**Unauthorized Outlet Use:** Unauthorized use of guest rooms or guest facilities. Unauthorized presence at guest functions or in guest areas, including (but not limited to) guest rooms, restaurants, bars, lounges or meeting rooms.

**Fraternization:** Employees may not socialize with, date, or meet with guests, associates or visitors, unless part of a bona fide job responsibility.

**Sleeping on Duty:** Sleeping, including being found in a position suggestive of sleeping.

**Unacceptable Guest Services:** Failure to provide attentive, courteous and efficient guest service.

**Harassment:** Failure to comply with Aimbridge Hospitality's No Harassment Policy.

**Cash Shortages:** Failure to maintain accurate and proper accountability and control of cash banks or cash. Excessive or continuous cash shortages or other irregularities are unacceptable.

**Failure to Report Accidents:** Failure to report accidents, breakage or damage to equipment and machinery which occurs when you are assigned to drive or use equipment and machines. Giving false information when accidents are being investigated, receiving traffic violations when operating Hotel vehicles or driving a Hotel vehicle without a valid license.

**Unacceptable Behavior:** Any behavior that is discriminatory, harassing, threatening, or demeaning in the workplace. This will include but not limited to swearing, insubordinate behavior, and failure to follow management's directives."

**A first time violation of any of the following rules will generally result in a verbal or written warning. REPEATED VIOLATION of these rules may result in more severe disciplinary action, up to and including TERMINATION:**

**Parking:** Failure to use the designated employee entrance and parking area. Employees must not leave valuables in a vehicle, as the hotel is not responsible for missing or stolen items.

**Time Clock Procedures:** Entering the Hotel building earlier than 15 minutes before your scheduled shift or leaving the Hotel building more than 15 minutes after the end of your shift.

**Eating, Drinking, Smoking:** Chewing gum, drinking beverages, or eating in unauthorized areas or in view of the public is not permitted. Smoking is only permitted in designated employee smoking areas. Books, newspapers, and other non-Company sponsored publications are not to be read in any location in view of the public.

**Unauthorized Breaks:** Taking unauthorized breaks during regularly scheduled work hours without authorization from your department head. Employees are to remain in their work area during work time, unless authorized by management.

**Safety:** Working in an unsafe manner or failing to comply with Fire Department regulations, Safety and Civil Defense regulations, and Hotel safety rules. Each employee shall perform the duties of his/her job in the prescribed safe manner and to immediately report all job-related injuries to the employee's supervisor.

**Disclosure of Confidential Information:** Unauthorized acquisition, distribution or disclosure of Company-confidential materials, and documents, or personal guest information.

**Uniform:** Failing to comply with the Company's appearance standards. Each employee must ensure that his/her uniform is maintained in proper condition and that a nametag is worn at all times so as to present a professional appearance.

**Solicitation/Distribution:** Failure to comply with Aimbridge Hospitality's Solicitation Policy.

**Communication Devices:** Using personal portable radios, CD players, tape recorders and players, beepers, pagers, cellular phones, and similar electronic and communication devices in work areas or during work time.

*These rules and policies are not all-inclusive, but indicate the type of policies and rules which apply to your employment at Aimbridge Hospitality. Violation of these and other established work or safety rules may result in disciplinary actions including counseling, formal warnings, suspension, and immediate discharge. The specified action taken will depend on the nature of the offense, the circumstance, and your previous employment records. Nothing in this policy creates an obligation to follow any particular disciplinary procedure. Management may skip certain disciplinary steps or repeat certain disciplinary steps depending on the particular facts of each situation. This policy in no way implies any kind of contract or obligation to follow any particular disciplinary procedure.*

## **24. COACHING, COUNSELING, AND DISCIPLINE**

Aimbridge maintains the belief that proper standards of conduct, performance, and attendance are crucial to the welfare of our Company, our guests, and or employees. We prefer an approach to discipline which calls for corrective actions before more serious forms of discipline become necessary. This promotes cooperation, trust, and performance improvement. Corrective counseling will generally consist of progressive steps of verbal counseling and written disciplinary warnings. Serious misconduct may require more immediate or final action, including termination of employment. When an employee's performance is deemed unsatisfactory or an employee's conduct is in violation of these policies and procedures, employees will be subject to disciplinary action up to and including termination of employment. The company reserves the absolute right to initiate the form of discipline it deems appropriate. The type of disciplinary action that may occur will vary depending on the particular circumstances involved and the severity of the performance deficiencies or behavioral conduct. Nothing in this policy is intended to alter the at-will nature of your employment with the Company. Thus, you or the Company may terminate employment at any time, with or without cause.

## **V. BENEFITS**

### **1. FAMILY AND MEDICAL LEAVE (FMLA)**

Under federal law, as well as many state laws, employees who have been employed at least 12 months and have worked at least 1250 hours during the last 12 months preceding the commencement of leave are eligible for the following types of unpaid leaves of absence:

- 1) For the birth of an employee's child, or placement of a child for adoption or foster care, if completed within 12 months following the birth or placement;
- 2) For an employee's own serious health condition;
- 3) To care for an employee's child, spouse or parent with a serious health condition;
- 4) For any qualifying exigency arising while the associate's spouse, child, or parent is on active duty or call to active duty status in support of a contingency operation

which authorizes ordering to active duty retired members of the Armed Forces or members of the reserves; or

- 5) To care for an associate's spouse, child, parent, or next of kin who is a current member of the Armed Forces and who incurred a serious injury or illness in the line of duty.

***Definitions:***

A "*serious health condition*" referenced above in the Basic FMLA Leave and Active Duty Leave section above means an illness, injury, impairment, or physical or mental condition that involves:

- In-patient care (i.e., an overnight stay) in a hospital or other medical care facility (including any period of incapacity or any subsequent treatment in connection with such in-patient care).
- A period of incapacity of more than three consecutive full calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves (1) treatment two or more times by a health care provider or under the supervision of a health care provider within 30 days of the start of the incapacity, or (ii) treatment by a health care provider on at least one occasion within seven days of the start of the incapacity which results in a regimen of continuing treatment under the supervision of a health care provider.
- Any period of incapacity due to pregnancy, or for prenatal care.
- Any period of incapacity due to a chronic serious health condition requiring periodic visits of at least twice a year for treatment by a health care provider.
- A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, during which the employee (or family member) must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider.
- Any period of absence to receive multiple treatments by a health care provider or under the supervision of a health care provider, either for restorative surgery after an accident or other injury, or for a condition that will likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatments.

A "qualifying exigency" referenced above in the Basic FMLA Leave and Active Duty Leave section above refers to the following circumstances:

- Short-notice deployment: to address issues arising when the notification of a call or order to active duty is seven days or less.
- Military events and related activities: to attend official military events or family assistance programs or briefings.
- Childcare and school activities: for qualifying childcare and school related reasons for a child, legal ward or stepchild of a covered military member.

- Financial and legal arrangements: to make or update financial or legal affairs to address the absence of a covered military member.
- Counseling: to attend counseling provided by someone other than a health care provider for oneself, for the covered military member, or child, legal ward, or stepchild of the covered military member.
- Rest and recuperation: to spend up to five days for each period in which a covered military member is on a short-term rest leave during a period of deployment.
- Post-deployment activities: to attend official ceremonies or programs sponsored by the military for up to 90 days after a covered military member's active duty terminates or to address issues arising from the death of a covered military member while on active duty.
- Additional activities: for other events where Aimbridge Hospitality and the employee agree on the time and duration of the leave.

### **Notice of Need for FMLA Leave**

If the leave is foreseeable (birth or placement, planned medical care, leave due to active duty of immediate family member), the employee must provide at least 30 days advance notice to management. If circumstances prevent providing the 30 days advance notice, then the employee should provide as much notice as reasonably possible.

If an employee fails to give the required notice for foreseeable leave with no reasonable excuse, the employee may be denied the taking of the leave until he provides adequate notice of need for the leave. The employee should make every reasonable effort to schedule medical treatments so as not to disrupt the ongoing operations of Aimbridge Hospitality.

### **Documentation Supporting FMLA Leave**

The reason for the leave must be covered under FMLA and the employee must provide a completed FMLA Certification of Health Care Provider Form supporting the need for the leave. A request for reasonable documentation of family relationship verifying the legitimacy of a FMLA Leave may also be required. Aimbridge Hospitality may require a second medical opinion at the company's expense. Documentation confirming family relationship, adoption, or foster care may be required. If notification and appropriate certification are not provided in a timely manner, approval for leave may be denied.

The employee will have 15 days in which to return a completed Certification form following receipt of the form from the Company. If the employee fails to provide timely certification after being required to do so, the employee may be denied the taking of the leave under FMLA. If the Certification form is incomplete or insufficient, an employee will be given written notification of the information needed and will have seven (7) days after receiving such written notice to provide the necessary information. Once the Company has fully completed sufficient certifications and documentation, it will notify the employee of whether FMLA Leave is granted. A request for Active Duty Leave must be supported by the Certification of Qualifying Exigency for Military Family Leave form as well as appropriate documentation, including the covered military member's active duty orders. A request for Military Caregiver Leave must be supported

by the Certification for Serious Injury or Illness of Covered Service member form as well as any necessary supporting documentation.

FMLA covered absences may be approved for up to 12 weeks of leave in a rolling 12-month period for the reasons listed above. Aimbridge Hospitality uses a rolling 12-month period measured backward from the first day of the FMLA leave. However, for leaves to care for a wounded service member (paragraph 5), employees may be approved for one leave of up to 26 weeks in any single 12-month period beginning on the first day leave is taken and ending 12 months after that date. The leave entitlement described in paragraph 5 applies on a per-covered service member, per-injury basis. However, no more than 26 weeks of leave may be taken within a single 12-month period by any covered employee. Leave on an intermittent or reduced schedule basis may be available when medically necessary due to an employee's serious health condition or an employee's immediate family member's serious health condition. Intermittent or reduced schedule leave for the birth or placement of a child for adoption or foster care may be taken only with approval from Human Resources. Military Caregiver Leave (paragraph 5) may be taken intermittently or on a reduced leave schedule when medically necessary. An employee taking intermittent leave must follow the Company's standard call-in procedures absent unusual circumstances.

Employees must use available PTO concurrently with such a leave, unless otherwise required by law. If the employee is receiving workers' compensation benefits, the employee may not concurrently use PTO. When the PTO balance equals zero, leave without pay would be used for the duration of the absence.

A husband and wife, when both are eligible for FMLA and both work at Aimbridge Hospitality, are eligible for a combined twelve (12) weeks of unpaid leave for the birth or placement of a child, or to care for a parent who has a serious health condition. A husband and wife will be eligible for a combined twenty-six (26) weeks of unpaid military care-giver leave as discussed in paragraph 5. If the husband or wife taking military care-giver leave also takes leave for the birth or placement of a child or to care for a parent who has a serious health condition, that leave may also count toward the 26 weeks of combined military care-giver leave given during a single twelve (12) month period.

Aimbridge Hospitality will maintain, for up to a maximum of 12 workweeks of family and medical leave (or up to 26 weeks for leaves to care for a wounded service member), any group health insurance coverage that an employee was provided before the leave on the same terms as if the employee had continued to work. If an employee is on family and medical leave but is not entitled to continue paid coverage, the employee may continue group health insurance coverage in conjunction with federal COBRA guidelines by making monthly payments for the amount of the relevant premium.

### **Reinstatement Rights**

Under most circumstances, upon return from family and medical leave, an employee will be reinstated to his/her previous position, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions if the employee returns from the family and medical leave within 12 weeks. However, upon return from a family and medical leave, the employee has no greater right to reinstatement than if he/she had been continuously employed rather than on leave. For example, if the employee would have been laid off had he/she not gone on family



and medical leave, or if the employee's position has been eliminated during the leave, then the employee will not be entitled to reinstatement.

Aimbridge Hospitality cannot guarantee reinstatement to an employee's former or equivalent job if the employee is a salaried employee and among the highest paid ten percent of all employees within a 75 mile radius and reinstatement would cause substantial and grievous economic injury. Employees who fall into this category will be advised of such in writing at the time the leave commences.

If the employee is returning from family and medical leave taken for the employee's own serious health condition, but is unable to perform the essential functions of his/her job because of a physical or mental disability, Aimbridge will attempt to accommodate the employee. An employee's use of family and medical leave will not result in the loss of any employment benefit that the employee earned or was entitled to before using family and medical leave. The FMLA prohibits employers from discharging, interfering with, or discriminating against employees that exercise rights under the FMLA.

Other special eligibility requirements and other rules apply when taking unpaid leave under the FMLA. Aimbridge will comply with any state or local laws that provide for different benefit levels or requirements. Certain states require employers to provide greater or different job-protected leave to family members of persons in the military. When applicable, the Company complies with all such military family leave laws. When leave provided under one of these laws is covered under the federal FMLA, it will count toward the employee's federal FMLA entitlement and as FMLA Leave under this policy. These military family leave laws vary by state. Please direct questions about eligibility for this leave or any other issues about the FMLA to your human resources representative or general manager.

## **2. MILITARY LEAVE (ACTIVE AND RESERVE)**

Employees may be subject to certain rights, benefits, and obligations related to service in the uniformed services pursuant to the Uniformed Services Employment and Reemployment Rights Act ("USERRA") or related state and federal laws. It is the Company's intent to comply with the requirements provided by USERRA with respect to leaves of absence, continuation of health coverage, reemployment and all related requirements. Advance notice of uniformed service is required, unless prevented by military necessity or unless it is otherwise impossible or unreasonable. If an employee is a member of the uniformed services, he or she should speak to a Human Resources representative concerning any questions he or she may have regarding the employee's rights and obligations regarding leave to perform uniformed service, notice thereof, benefits during uniformed service leave, responsibilities upon return from uniformed service, or related issues.

## **3. OTHER LEGALLY PROTECTED ABSENCES**

In addition to the leaves described herein, Aimbridge Hospitality complies with all applicable state laws relating to various forms of protected absences. Depending on the particular state in which you are employed, you may be legally entitled to time off under various state laws. For additional information and to determine if you qualify for additional leaves of absence, please contact your Manager or Human Resources representative

#### **4. EMPLOYEE RECOGNITION**

Aimbridge Hospitality believes that employee recognition is very important. Therefore, we have in place a formal recognition process consisting of, but not limited to:

- Employee of the Month
- Employee of the Year
- Manager of the Quarter
- Manager of the Year

#### **5. EMPLOYEE ROOM RATES**

Employee at least 21 years of age who have completed 90 days of employment may be eligible for discounted room rates. Your General Manager can provide you with more specific information on this benefit.

#### **6. DIRECT DEPOSIT**

Aimbridge Hospitality offers automatic deposit for payroll to all employees. Please see your general manager or human resources representative for the appropriate form. Please note that it may take more than one pay period to implement.

### **VII. GENERAL**

#### **1. KEEPING US INFORMED**

When hired, you completed various forms which contained important information. Please notify your human resources representative promptly of changes in the following: name, telephone number, marital status, address, dependents, and emergency contact.

#### **2. MINIMUM AGE REQUIREMENT**

The company may employ individuals for certain positions who are under 18 years of age, but at least 16 years or older. The employment of such minors requires the advance approval of the Corporate Director of HR prior to the offer to the candidate. Students who have not graduated from high school may be required by state law to obtain a work permit and/or age certificate before becoming employed. Employees under the age of 18 are prohibited from performing work that may be considered “hazardous” (e.g., operating a meat slicing machine, mixer, or power saw), serving alcohol, and, with certain exceptions, driving a vehicle as part of their duties. In many states the working hours of minors is severely restricted and must not conflict with school requirements. Under no circumstances will Aimbridge Hospitality employ anyone under the age of 16.

#### **3. HOTEL-ISSUED ITEMS**

When hired, you will be issued a name tag and any identification or keys necessary to perform your job. If you should leave the employment of Aimbridge Hospitality, you will be required to return all hotel-issued items.

**4. RESIGNATION**

An individual resigning his/her employment with Aimbridge Hospitality is encouraged to give management two weeks' notice in writing, specifying the reason for resignation.

**5. FINAL PAY CHECK POLICY**

Terminated employees will be paid for time worked through termination on the last day worked, or as required by state law if proper notice was not given. Deductions will be made from final checks to the extent permitted by law. All earned Vacation PTO only will be paid on the final check.

# **BENEFITS HANDBOOK**

## **Benefits Handbook**

1. Health Care Benefits
2. Savings and Retirement
3. Paid Time Off Policy
4. Jury Duty
5. Bereavement Leave
6. Leaves of Absence
7. Education/Tuition Assistance
8. Employee Meals

**Acknowledgement of Benefits Guide**

I understand that I am responsible for familiarizing myself with the information contained in this guide and any later revisions. I also understand that Aimbridge Hospitality has the right to change the benefits outlined in this guide, without prior notice.

I hereby acknowledge that I have received a copy of Aimbridge Hospitality's Benefits Guide.

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

*This handbook is not an official plan document for any employee benefit plan and is not intended to provide specific information with regard to the benefits described below. It is also not a guarantee of any benefit described below. If you have any questions about eligibility, benefits, or coverage regarding any of the benefits described below, you should refer to the official plan documents, summary plan descriptions, or insurance policies. If you have any questions, or need assistance, contact Human Resources.*

## **PROGRAMS AND ELIGIBILITY**

**DEFINITION OF FULL-TIME AND PART-TIME** (actual hours worked determines the status of each employee)

- A **full-time** employee normally works a minimum of 30 hours or more per week.
- A **part-time** employee normally works less than 30 hours per week.

Note: This is a brief overview of our benefits and is subject to change without advance notice. In addition, certain areas are subject to modification due to local operating conditions. The written benefits plan or insurance plan will be controlling and will take precedence over any statement contained in this guide.

<b>Program / Plan</b>	<b>Full-Time</b>	<b>Part-Time</b>
Medical Benefits	Available on the first of the month following 60 days of service*	Not Available
Dental Benefits	Available on the first of the month following 60 days of service*	Not Available
Vision Benefits	Available on the first of the month following 60 days of service*	Not Available
Life Insurance & AD& D Insurance	Available on the first of the month following 60 days of service*	Not Available
Short-Term & Long Term Disability Insurance	Available on the first of the month following 60 days of service*	Not Available
Employee Assistance Program	Available upon date of hire	Available upon date of hire
Employee Retirement Savings	Available on the first of the month following 3 months of employment; must be at least 21 years old	Available on the first of the month following 3 months of employment; must be at least 21 years old
Vacation	Available after one year of employment	Not Available
Sick/Holiday PTO	Available after the first 90 days of employment	Not Available
Jury Duty Benefits	Available upon date of hire	Not Available
Bereavement Leave	Available after the first 90 days of employment; up to 3 days	Not Available
Leaves of Absence	Available after one year of employment, or sooner as required by law, for FMLA, personal, military, and other leaves	Available after one year of employment, or sooner as required by law, for FMLA, personal, military, and other leaves
Educational Assistance Program	Available after one year of employment	Not Available
Discounted room nights	Available after the first 90 days of employment; based on availability	Available after the first 90 days of employment; based on availability

Clarification of 60 days of employment: If your hire date is January 1, you are eligible as of March 1; if your hire date is January 2 through 31, you are eligible as of April 1.

## **1. HEALTH CARE BENEFITS**

### **MEDICAL, DENTAL, and VISION INSURANCE**

AIMBRIDGE HOSPITALITY recognizes employees' needs for comprehensive medical coverage and that some employees have their own special needs. We took this into consideration when designing our healthcare insurance benefits.

For information regarding medical, dental, or vision plan specifics, please visit [www.aimbridgebenefits.com](http://www.aimbridgebenefits.com) or contact your general manager or human resources representative.

### **LIFE INSURANCE**

Basic life insurance is provided for all full time employees, after 60 days of employment. The life insurance premium is completely paid by Aimbridge Hospitality. Life insurance coverage is 1x basic annual earnings to a maximum of \$50,000. Optional Dependent Life and Supplemental Life Insurance are also available at an additional cost.

### **ACCIDENTAL DEATH & DISMEMBERMENT**

Accidental Death & Dismemberment Insurance is provided for all full time employees, after 60 days of employment, in the event of an employee's accidental death or qualifying injury. The benefit amount is equal to your life insurance benefit, prorated for qualifying injuries. Additional AD&D coverage is available to employees at an additional cost.

### **SHORT- TERM & LONG-TERM DISABILITY**

Disability benefits are provided for eligible employees as partial salary continuation and are based upon the employee's length of service and the length of the disability. Full-time employees with 60 days of service or more are eligible for Short-Term Disability, where such coverage is not provided by state law. There is a six month waiting period before Long-Term Disability benefits begin, which is generally covered in whole or in part by Short-Term Disability benefits.

**STD benefits are paid at 50% of base salary up to 26 weeks depending on the disability to a maximum of \$500 a week. LTD benefits are also paid at 50% with a maximum of \$500 a week and benefit duration is determined based on the disability.**

### **EMPLOYEE ASSISTANCE PROGRAM**

Aimbridge Hospitality, is offering to its employees and their household members an Employee Assistance Program (EAP). This benefit provides a free confidential service to employees whose personal issues are affecting their work performance, family, or other aspects of their lives. Our insurance carrier provides our EAP service, which is available to employees seven days a week, 24 hours a day.

The EAP is designed to assist you in obtaining the correct professional help for your concerns. When you contact the EAP, a staff member will schedule an appointment for you with a registered nurse or master's-level counselor to assess your situation and advise you regarding almost any problem including: medical, family matters, financial, and emotional needs.

Participation in the EAP will not jeopardize your job security nor will it affect future promotional opportunities, rather it is encouraged to promote a healthy you.

CONFIDENTIALITY is one of the most important aspects of the program. If you contact the EAP directly, no one in your organization will know about it, unless you tell them.

If your supervisor refers you for a work performance problem, the EAP staff member will only let your supervisor know if you have kept your appointment and whether you have agreed to accept the help that was offered. No information concerning the nature of the problem will be released to the supervisor without your written consent.

An employee is not subject to discipline solely as a result of a self-referral to the EAP for treatment. However, use of the EAP or other community resources will not shield an employee from disciplinary action for a violation of the Company's substance abuse policy if such violation comes to the Company's attention through other means, such as direct observation, job performance, drug testing, etc.

Aimbridge Hospitality assumes the cost for the EAP. Other costs, for example, treatment beyond the EAP, may be covered in part or in full by your insurance plan but are not the sole responsibility of Aimbridge Hospitality.

**You can contact the EAP directly** 24 hours a day, 365 days a year.

Toll-free telephone access: 1-888-887-4114

## **2. SAVINGS AND RETIREMENT**

Where applicable, Aimbridge Hospitality's Employee Savings and Retirement Plan, allows you to contribute a percentage of your earnings towards a 401(k) Plan on a pre-tax basis. Aimbridge Hospitality matches part of your contribution on a quarterly basis. Currently, our plan is through Transamerica Retirement Services. You decide how your account is invested between the multiple funds offered under this plan. All employees who have 3 months of service and are age 21 or older are eligible to participate and may join at the beginning of any month following the waiting period.

## **3. PAID TIME OFF POLICY**

Aimbridge Hospitality believes that employees should have opportunities to enjoy time away from work to help balance their lives. We recognize that employees have diverse needs for time off away from work so we have established this paid time off (PTO) policy to meet your needs. Employees will be able to enjoy vacation PTO as well as sick and holiday PTO. Eligible employees are those working an average of 30 hours or more per week. Vacation PTO accrues each pay period but is not earned and able to be used until the employee reaches his/her first anniversary date, and each anniversary thereafter. Vacation accrues in the current anniversary year to be used in the next anniversary year.



## **Vacation PTO**

### **Non Exempt Employees:**

After 1st Anniversary	Up to 40 hours by the end of your first year (0.01923 PTO hours accrued per hour worked/paid) or 5 days
2nd to 4th Anniversaries	Up to 80 hours per year (0.03846 PTO hours accrued per hour worked/paid after 1st anniversary) or 10 days
5th to 9th Anniversaries	Up to 120 hours per year (0.05769 PTO hours accrued per hour worked/paid after 4th anniversary) or 15 days
10th Anniversary and over	Up to 160 hours per year (0.07692 PTO hours earned per hour worked/paid after 9th anniversary) or 20 days

### **Exempt Employees:**

1st to 4th Anniversaries	Up to 80 hours per year (0.03846 PTO hours accrued per hour worked/paid) or 10 days
5th to 9th Anniversaries	Up to 120 hours per year (0.05769 PTO hours accrued per hour worked/paid after 4th anniversary) or 15 days
10th Anniversary and over	Up to 160 hours per year (0.07692 PTO hours accrued per hour worked/paid after 9th anniversary) or 20 days

## **Using Vacation PTO**

We are pleased to permit employees to use PTO in increments of a minimum of eight hours or one day at a time. Requests for time off will normally be granted on a first-come, first-served basis, with business demands governing whether we can honor your request. We ask that you make your scheduling request to use PTO in advance of the weekly schedule being posted. If we receive more than one simultaneous request for time-off, and business demands do not permit us to honor all of the requests, length of service will determine which requests are granted.

## **Maximum Vacation Aimbridge Hospitality**

We have designed this PTO plan to encourage you to use and enjoy your vacation PTO so it must be used within one year of it being earned. An employee will not be permitted to accrue more than one year of vacation PTO earnings. Once an employee has one year of earned vacation, the employee will not continue accruing vacation PTO until earned vacation PTO is used. In the event that an employee, through no fault of his/her own, is unable to take time off, the employee may request in writing an extension of time to use the PTO vacation time. If a request for an extension is granted, the employee will receive written approval from the corporate director of human resources.

## **Vacation PTO Cash Out Provision**

After one year of service, nonexempt (Hourly) employees are eligible to cash out their earned but unused vacation PTO at 100% of face value any time during the year. Vacation PTO can only be cashed out in increments of 8 hours. The benefit will be paid in the next regular pay cycle

following our receipt of a timely request. Exempt employees may not cash out their vacation PTO under this policy.

**Vacation PTO: Earned** vacation PTO will be paid out upon your separation of employment, regardless of the reason. Accrued vacation PTO will be paid out only as required by state law.

### **Sick/Holiday/Personal PTO**

#### **Non Exempt & Exempt Employees:**

All employees	Up to 80 hours per year (0.03846 PTO hours accrued per hour worked/paid) or 10 days
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**Note: Employees cannot utilize sick/holiday/personal PTO until after they have been employed at least 90 days.**

The PTO hours per year listed above are based on an employee working 40 hours each week and will be prorated for employees who work less. In all cases your PTO will be based on your actual number of paid hours with a maximum of 40 hours per week. That means you continue to accrue more PTO even when you are taking paid time off. Your PTO will be based on your normal rate of pay at the time you choose to take time off.

**This PTO Time can be used for Holidays of your choice, personal days, or sick time.**

Hourly employees may also request PTO time when occupancy is low and hours are reduced. Personal and Holiday PTO days should be requested in advance just as Vacation PTO requires advanced notice and approval.

We understand that illnesses are not planned, and that you do not want to lose income on those occasions when you are not able to work. If you find you are unable to report to work due to an illness, injury, or to attend a doctor's appointment, you are allowed to use earned sick/holiday PTO for that time. We ask that you provide us as much advance notice as possible so we can make arrangements to cover for your absence. If you must miss work due to illness, you must call and **speaK personally** to your supervisor at least two (2) hours prior to the start of your shift in order to receive sick/holiday PTO. Leaving a message, sending a text message, or delegating this responsibility to someone else is not acceptable. If your supervisor is unavailable when you call, you must speak personally to the manager on duty. If you are ill for three (3) or more days, or we have questions concerning a call-off due to illness (e.g., employee previously requested the day off, but the request was denied), you may be asked to provide us with a doctor's note verifying your illness and/or approving your return to work. To receive holiday/sick PTO for your absence, you also must fill out a PTO request form upon your return to work.

### **Maximum Sick/Holiday/Personal Aimbridge Hospitality**

You may earn up to a maximum of two times your eligible yearly sick/holiday/personal PTO benefit level, at which time you will not earn any additional sick/holiday/personal PTO until you begin taking time off with pay. For example, an employee could save up to 160

sick/holiday/personal PTO hours (or 20 days) in his or her sick/holiday/personal PTO bank. However, unused sick/holiday/personal PTO **may not** be cashed out.

### **Separation of Employment**

Sick/Holiday/Personal PTO: Unused sick/holiday/personal PTO will not be paid out upon separation of employment.

#### **4. JURY DUTY**

Aimbridge Hospitality believes it is each employee's civic duty to serve when summoned for jury duty. Immediately upon date of hire, full-time employees may serve on jury duty up to six days without loss of pay. Employees on jury duty will be paid regular wages for each day served that falls on a day they would otherwise have been scheduled to work, less the juror's wage received, provided that they submit a juror service certificate. If state law differs, the Company will comply with applicable state law.

#### **5. BEREAVEMENT LEAVE**

After 90 days of employment, full-time employees are eligible for up to three days off with pay in a rolling 12-month period (measured backward from the first day of bereavement leave) in the event of a death in the employee's immediate family. Employees may be permitted to take additional bereavement leave as needed without pay. Immediate family is defined as parents, grandparents, in-laws, step-parents, spouse (including registered domestic partners as provided by state or local law), child, grandchild, stepchild, and siblings (brother, sister, brother-in-law, sister-in-law). Also, this leave is granted for an employee's or employee's spouse's miscarriage or death of any relation presently residing in an employee's home. An employee may be requested to show proof of loss and familial relationship.

#### **6. PERSONAL LEAVE**

Aimbridge at its discretion, may allow employees an unpaid leave of absence for up to 90 days for employees with one year of service. Unpaid leave of absence may be used for any personal or non-medical reasons. All earned PTO must be used during this leave. Employees in this leave status will not accrue PTO during the leave period. Employees will be responsible for their portion of the premium of health benefits during a personal leave.

Employees on an unpaid leave of absence have no guaranteed rights to job protection or re-employment. An employee's job may be filled during a personal absence. In such case, the Company will consider other available positions upon an employee's return to work. Any employee who does not return to work upon completion of his/her leave will be terminated and considered to have voluntarily quit employment. Any employee who is on an approved leave of absence who engages in other employment without the written consent of Management or who misrepresents the reason or need for a leave of absence will be subject to disciplinary action, up to and including termination.

## **7. EDUCATION / TUITION ASSISTANCE**

Full-time employees who have completed one year of service or more are eligible to participate in the educational assistance program. The following requirements must be considered prior to reimbursement of continuing education course fees:

1. When an education course is job-related, or
2. The course will assist in improving job efficiency and performance,
3. The course will provide promotional possibilities and/or,
4. The General Manager determines it is economically feasible to expend the required funds.

All courses must be pre-approved by your department manager and the general manager. Reimbursement will be limited to two courses per semester or quarter, not to exceed \$1000 per twelve-month period (the twelve-month period commences on the date reimbursement is issued.)

Reimbursements for graded courses will be based on performance in the course:

- “A” Grade- 100% reimbursement of tuition
- “B” Grade- 80% reimbursement of tuition
- Below “B” Grade- no reimbursement of tuition

Reimbursements will be subject to a reasonable and customary charge for tuition and may apply to lab fees, books, etc. but may not exceed the total annual reimbursement of \$1000. Employees who receive tuition reimbursement must remain employed with the Company for twelve months after completion of the course or they will be required to refund the tuition reimbursement.