



# Employee Handbook

## C-Store and Hotel Employees

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## WELCOME

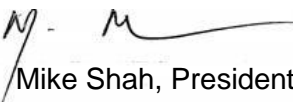
Welcome to the M&R Enterprises and Affiliates team. It is our honor to welcome you and we look forward to meeting you in our future visits to your site. Please take this time to review the important information that is contained in this Handbook. It sets out your rights and your obligations as a Team Member of M&R Enterprises and Affiliates, and lets you know what we expect of you, and what you can expect from M&R Enterprises and Affiliates.

Our Company's success depends on talented and hardworking individuals providing great customer service and a clean, safe, and friendly environment. We must work as a team and consistently strive to maintain the highest ethical standards in our workplace and personnel in order for us to continue to grow.


We strive to operate our facilities in a safe manner with integrity and excellent customer service. Excellent customer service is a core principle of our business. We do not tolerate dishonesty, unsafe, or poor work ethic, and most importantly, theft. We look to you to self-police your teammates and yourself, and let a manager or supervisor know when someone is not following the principles in which we believe.

Please read carefully and completely, to understand each and every policy in the handbook. If you have any questions, please speak with your supervisor or Human Resources for further explanation.

Sincerely,



Mike Shah, President



Summit Shah, Vice President

## MISSION STATEMENT

Our mission is to provide excellent service to all of our customers and business partners as well as encourage others to follow in our philanthropic efforts.

## HISTORY

M&R Enterprises and Affiliates' roots start in 1980 when Mahesh Shah, better known as Mike, and his wife, Rashmi, purchased their first gas station and convenience store in Cocoa, Florida. Through hard work, dedication, honesty, and a belief in providing excellent customer service; Mike and Rashmi learned and experienced building the business from the ground up. Along with strategic partners, they were able to continue to grow and acquire retail sites throughout Florida.

In 1994, the Company was awarded its first wholesale distributorship by BP, and now has wholesale distribution rights to all major gasoline brands in Florida. Today with the same principles of dedication, honesty, and excellent customer service, M&R Enterprises and Affiliates' strong management and operational teams, work to form great partnerships with its customers and operators by establishing win-win business relationships. We know that in our customers' success, lays our success.

## FOREWORD

Whether you have just joined our staff or have been at M&R Enterprises and Affiliates for a while, we are confident that you will find our company a dynamic and rewarding place in which to work, and we look forward to a productive and successful partnership. We consider the employees of M&R Enterprises and Affiliates to be one of its most valuable resources. This handbook has been written to serve as the guide for the employer/employee relationship.

There are several things to keep in mind about this handbook. First, it contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit or the applicability of a policy or practice to you, you should address your specific questions to your Manager or the Human Resources Manager. Neither this handbook nor any other company document confers any contractual right, either expressed or implied, to remain in the company's employ. Nor does it guarantee any fixed terms and conditions of your employment. Your employment is not for any specific time and may be terminated at will with or without cause and without prior notice by the company, or you may resign for any reason at any time. No supervisor or other representative of the company (except the president and vice president) has the authority to enter into any agreement for employment for any specified period of time or to make any agreement contrary to the above.

The procedures, practices, policies and benefits described here may be modified or discontinued from time-to-time. We will try to inform you of any changes as they occur.

This handbook and the information in it should be treated as confidential. No portion of this handbook should be disclosed to others, except M&R Enterprises and Affiliates employees whose knowledge of the information is required in the normal course of business.

Some subjects described in this handbook are covered in detail in official policy documents. Refer to these documents for specific information because the handbook only briefly summarizes those guidelines and benefits.

# DIVERSITY

## Equal Employment Opportunity Statement

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

M&R Enterprises and Affiliates expressly prohibits any form of unlawful employee harassment based on race, color, religion, gender, sexual orientation, national origin, age, genetic information, disability or veteran status. Improper interference with the ability of M&R Enterprises and Affiliates' employees to perform their expected job duties is absolutely not tolerated.

## Anti-harassment Policy and Complaint Procedure

M&R Enterprises and Affiliates are committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment. Therefore, M&R Enterprises and Affiliates expect that all relationships among persons in the office will be business-like and free of bias, prejudice and harassment.

It is the policy of M&R Enterprises and Affiliates to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, marital status, amnesty or status as a covered veteran. M&R Enterprises and Affiliates prohibit any such discrimination or harassment.

M&R Enterprises and Affiliates encourages reporting of all perceived incidents of discrimination or harassment. It is the policy of M&R Enterprises and Affiliates to promptly and thoroughly investigate such reports. M&R Enterprises and Affiliates prohibit retaliation against any individual who reports discrimination or harassment or who participates in an investigation of such reports.

### Definitions of Harassment

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

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

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

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

### **Individuals and Conduct Covered**

These policies apply to all applicants and employees, whether related to conduct engaged in by fellow employees or someone not directly connected to M&R Enterprises and Affiliates (e.g., an outside vendor, consultant or customer).

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

### **Complaint Process**

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

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

M&R Enterprises and Affiliates encourage the prompt reporting of complaints or concerns so that rapid and constructive action can be taken before relationships become irreparably strained. Therefore, although no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

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

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

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

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

## **Americans with Disabilities Act (ADA) and the ADA Amendments Act (ADAAA)**

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

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

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



# EMPLOYMENT

## Employment at Will

Employment at M&R Enterprises and Affiliates is on an at-will basis unless otherwise stated in a written individual employment agreement signed by the President and Vice President of the company.

This means that either the employee or the company may terminate the employment relationship at any time, for any reason, with or without notice.

Nothing in this employee handbook is intended to or creates an employment agreement, expressed or implied. Nothing contained in this or any other document provided to the employee is intended to be, nor should it be, construed as a contract that employment or any benefit will be continued for any period of time.

Any salary figures provided to an employee in annual or monthly terms are stated for the sake of convenience or to facilitate comparisons and are not intended and do not create an employment contract for any specific period of time.

Nothing in this statement is intended to interfere with, restrain, or prevent concerted activity as protected by the National Labor Relations Act. Such activity includes employee communications regarding wages, hours, or other terms or conditions of employment. M&R Enterprises and Affiliates' employees have the right to engage in or refrain from such activities.

## Employee Classification Categories

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

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

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

M&R Enterprises and Affiliates have established the following categories for both nonexempt and exempt employees:

- **Regular, full-time:** Employees who are not in a temporary status and who are regularly scheduled to work the company's full-time schedule of 40 hours per week. Generally,

these employees are eligible for the full benefits package, subject to the terms, conditions and limitations of each benefits program.

- **Regular, part-time:** Employees who are not in a temporary status and who are regularly scheduled to work less than the full-time schedule but at least 10 to 20 hours each week. Regular, part-time employees are eligible for some of the benefits offered by the company subject to the terms, conditions and limitations of each benefits program.
- **Temporary, full-time:** Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work the company's full-time schedule for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status.
- **Temporary, part-time:** Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work less than the company's full-time schedule for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status.

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

## Background and Reference Checks

To ensure that individuals who join M&R Enterprises and Affiliates are well qualified and to ensure that M&R Enterprises and Affiliates maintain a safe and productive work environment, it is our policy to conduct pre-employment background checks on all applicants before an offer of employment is given. Background checks may include verification of any information on the applicant's resume or application form.

All offers of employment are conditioned on receipt of a background check report that is acceptable to M&R Enterprises and Affiliates. All background checks are conducted in conformity with the Federal Fair Credit Reporting Act, the Americans with Disabilities Act, and state and federal privacy and antidiscrimination laws. Reports are kept confidential and are only viewed by the Human Resources office.

If information obtained in a background check would lead M&R Enterprises and Affiliates to deny employment, a copy of the report will be provided to the applicant, and the applicant will have the opportunity to dispute the report's accuracy. Background checks may include a criminal record check, although a criminal conviction does not automatically bar an applicant from employment.

Additional checks such as a driving record or credit report may be made on applicants for particular job categories if appropriate and job related.

M&R Enterprises and Affiliates also reserve the right to conduct a background check for current employees to determine eligibility for promotion or reassignment in the same manner as described above.

## **Evaluation Period**

Every new employee goes through an initial period of adjustment in order to learn about the Company and about their job. During this time the employee will have an opportunity to find out if they are suited to, and like, their new position.

Additionally, the initial employment period gives the employee's supervisor a reasonable period of time to evaluate their performance. The initial employment period is 90 days. During this time, the new employee will be provided with training and guidance from their direct Supervisor. The new employee may be discharged at any time during this period if their direct Supervisor concludes that the new employee is not progressing or performing satisfactorily. Additionally, as is true at all times during an employee's employment with M&R Enterprises and affiliated companies, employment is not for any specific time and may be terminated at will, with or without cause and without prior notice.

At the end of the initial employment period, your direct Supervisor will provide a work review to the new employee. Provided the new employee's job performance is "satisfactory" at the end of the initial employment period, the new employee will continue on with their employment as an at-will employee.

## **Internal Transfers/Promotions**

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

M&R Enterprises and Affiliates offer employees promotions to higher-level positions when appropriate. Management prefers to promote from within and may first consider current employees with the necessary qualifications and skills to fill vacancies above the entry level, unless outside recruitment is considered to be in the company's best interest.

To be considered, employees must have held their current position for at least 3 months, have a satisfactory performance record and have no disciplinary actions during the last 3 months. Management retains the discretion to make exceptions to the policy.

## **Nepotism Policy**

M&R Enterprises and Affiliates want to ensure that corporate practices do not create situations such as conflict of interest or favoritism. This extends to practices that involve employee hiring, promotion and transfer. Close relatives, partners, those in a dating relationship or members of the same household are not permitted to be in positions that have a reporting responsibility to each other. Close relatives are defined as husband, wife, domestic partner, father, mother, father-in-law, mother-in-law, grandfather, grandmother, son, son-in-law, daughter, daughter-in-law, uncle, aunt, nephew, niece, brother, sister, brother-in-law, sister-in-law, step relatives, cousins and domestic partner relatives.

If employees begin a dating relationship, become relatives, partners, or members of the same household and if one party is in a supervisory position, that person is required to inform management and Human Resources of the relationship.

M&R Enterprises and Affiliates reserves the right to apply this policy to situations where there is a conflict or the potential for conflict because of the relationship between employees, even if there is no direct-reporting relationship or authority involved.

## Workplace Visitors

To provide for the safety and security of all employees and the facilities at M&R Enterprises and Affiliates, only authorized visitors are allowed in the workplace. Employee's friends, family, or children are not permitted to be at the workplace, unless they have legitimate business. Loitering is not permitted.

Restricting unauthorized visitors helps maintain safety standards, protects confidential information, and avoids potential distractions and disturbances.

## Progressive Discipline

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

M&R Enterprises and Affiliates support the use of progressive discipline to address issues such as poor work performance or misconduct. Our progressive discipline policy is designed to provide a corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance issues. Our progressive discipline policy has been designed consistent with our organizational values, HR best practices and employment laws.

Outlined below are the steps of our progressive discipline policy and procedures. M&R Enterprises and Affiliates reserve the right to combine or skip steps in this process depending on the facts of each situation and the nature of the offense. The level of disciplinary intervention may also vary. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling and/or training; the employee's work record; and the impact the conduct and performance issues have on our organization.

The following outlines M&R Enterprises and Affiliates progressive discipline process:

- **Verbal warning:** A supervisor verbally counsels an employee about an issue of concern, and a written record of the discussion is placed in the employee's file for future reference.
- **Written warning:** Written warnings are used for behavior or violations that a supervisor considers serious or in situations when a verbal warning has not helped change unacceptable behavior. Written warnings are placed in an employee's personnel file. Employees should recognize the grave nature of the written warning.

- **Performance improvement plan:** Whenever an employee has been involved in a disciplinary situation that has not been readily resolved or when the employee has demonstrated an inability to perform assigned work responsibilities efficiently, the employee may be given a final warning or placed on a performance improvement plan (PIP). PIP status will last for a predetermined amount of time not to exceed 90 days. Within this time period, the employee must demonstrate a willingness and ability to meet and maintain the conduct and/or work requirements as specified by the supervisor and the company. At the end of the performance improvement period, the performance improvement plan may be closed or, if established goals are not met, dismissal may occur.

M&R Enterprises and Affiliates reserve the right to determine the appropriate level of discipline for any inappropriate conduct, including oral and written warnings, suspension with or without pay, demotion and discharge.

## Separation of Employment

Separation of employment within an organization can occur for several different reasons.

- **Resignation:** Although we hope your employment with us will be a mutually rewarding experience, we understand that varying circumstances cause employees to voluntarily resign employment. Resigning employees are encouraged to provide two weeks' notice, preferably in writing, to facilitate a smooth transition out of the organization. If an employee provides less notice than requested, the employer may deem the individual to be ineligible for rehire depending on the circumstances regarding the notice given.
- **Retirement:** Employees who wish to retire are required to notify their department director and the Human Resources department in writing at least one (1) month before the planned retirement date.

It is the practice of M&R Enterprises and Affiliates to give special recognition to employees at the time of their retirement. The recipient must be employed with M&R Enterprises and Affiliates for five (5) years to be eligible for a retirement gift. The department manager should contact the Human Resources department to purchase a gift or a gift card.

- **Job abandonment:** Employees who fail to report to work or contact their supervisor for three (3) consecutive workdays shall be considered to have abandoned the job without notice, effective at the end of their normal shift on the third day. The supervisor shall notify the Human Resources department at the expiration of the third workday and initiate the paperwork to terminate the employee. Employees who are separated due to job abandonment are ineligible to receive accrued benefits and are ineligible for rehire.
- **Termination:** Employees of M&R Enterprises and Affiliates are employed on an at-will basis, and the company retains the right to terminate an employee at any time.

### Return of Company Property

The separating employee must return all company property at the time of separation, including uniforms, cell phones, keys, PCs and company vehicles. Failure to return some items may result in deductions from the final paycheck. Any store or office key not returned will result

in \$100 deducted from your last check in order to cover the cost of new locks. Company Vehicles must be returned in the condition that it was initially provided. If the vehicle requires extensive cleaning or repairs, the separating employee is responsible for those expenses.

Health insurance terminates the last day of the month of employment. Information for Consolidated Omnibus Budget Reconciliation (COBRA) continued health coverage will be provided. Employees will be required to pay their share of the insurance premiums through the end of the month.

### **Rehire**

Former employees who left M&R Enterprises and Affiliates in good standing and were classified as eligible for rehire may be considered for reemployment. An application must be submitted to the Human Resources department, and the applicant must meet all minimum qualifications and requirements of the position, including any qualifying exam, when required.

Supervisors must obtain approval from the Human Resources Manager or designee prior to rehiring a former employee. Rehired employees begin benefits just as any other new employee. Previous tenure will not be considered in calculating longevity, leave accruals or any other benefits.

An applicant or employee who is terminated for violating policy or who resigned in lieu of termination from employment due to a policy violation will be ineligible for rehire.

## **Inclement Weather**

It is the policy of M&R Enterprises and Affiliates to continue business operations during periods of inclement weather until such time that conditions become severe enough to warrant closure. Although the Company will make every effort to remain open for business, there will be instances where conditions make it impossible. These include but are not limited to severe weather conditions, natural disasters, a declared state of emergency, etc.

The decision to close any M&R Enterprises and Affiliates operation will be made by the Vice President based on the recommendation of the Vice President, CFO, Sr. Director of Retail Operations or appropriate Department Head. **Managers should note that they may not invoke the Inclement Weather policy without first obtaining the appropriate approvals.** Approved closures will be communicated to staff through the Vice President, CFO, Sr. Director of Retail Operations or Human Resources.

The following reflect employer and employee responsibilities regarding reporting to work, use of leave, and pay considerations under this policy.

- On days when weather conditions worsen as the day progresses, M&R Enterprises and Affiliates may announce an early closure. Employees are expected to remain at work until the appointed time. In some instances, schools may close in advance of businesses. When this occurs, M&R Enterprises and Affiliates will work with staff to allow for pick-up and drop-off of children; *however, alternative child-care plans should be arranged.*
- Office closures will be announced as soon as practicable. Consideration will be given to official notifications issued by federal, state or local law enforcement regarding

mandatory evacuation, curfews, etc. *However, unless a closing is announced by M&R Enterprises and Affiliates, employees are expected to report to work and complete their normal workday.*

- It is ultimately each employee's decision whether to report to work during periods of inclement weather. In all cases, employee safety will be the Company's primary consideration. Employees are urged to use discretion in deciding whether they can commute safely to and from work. The Vice President may authorize a liberal leave policy during periods of inclement weather. This would allow the employee to elect not to report to work on a day that the facility is open and allow the employee to not be paid for that day. Employees should note that if weather or emergency conditions prevent them from reporting to work, they are still responsible for notifying their immediate supervisor of their absence before the start of their workday or it may be considered an unexcused absence.

# WORKPLACE SAFETY

## Drug-Free Workplace

M&R Enterprises and Affiliates have a longstanding commitment to provide a safe and productive work environment. Alcohol and drug abuse pose a threat to the health and safety of employees and to the security of our customers, facilities and equipment. For these reasons, M&R Enterprises and Affiliates will not tolerate the use of drug and/or alcohol use and abuse in the workplace.

This policy outlines the practice and procedure designed to correct instances of identified alcohol and/or drug use in the workplace. This policy applies to all employees and all applicants for employment of M&R Enterprises and Affiliates'. The Human Resources department is responsible for policy administration.

### Employee Assistance and Drug-Free Awareness

Illegal drug use and alcohol misuse have a number of adverse health and safety consequences. Information about those consequences and sources of help for drug/alcohol problems is available from the Human Resources department, whose members have been trained to make referrals and assist employees with drug/alcohol problems.

M&R Enterprises and Affiliates will assist and support employees who voluntarily seek help for such problems before becoming subject to discipline and/or termination under this or other policies. Such employees may be allowed to use accrued paid time off, placed on leaves of absence, referred to treatment providers and otherwise accommodated as required by law. Such employees may be required to document that they are successfully following prescribed treatment and to take and pass follow-up tests if they hold jobs that are safety sensitive or that require driving or if they have violated this policy previously.

Employees should report to work fit for duty and free of any adverse effects of illegal drugs or alcohol. This policy does not prohibit employees from the lawful use and possession of prescribed medications. Employees must, however, consult with their doctors about the medications' effect on their fitness for duty and ability to work safely and promptly disclose any work restrictions to their supervisor. Employees should not, however, disclose underlying medical conditions unless directed to do so.

### Work Rules

The following work rules apply to all employees:

- Whenever employees are working, are operating any company vehicle, are present on company premises, or are conducting related work off-site, they are prohibited from:
  - Using, possessing, buying, selling, manufacturing or dispensing an illegal drug (to include possession of drug paraphernalia).
  - Being under the influence of alcohol or an illegal drug as defined in this policy.
- The presence of any detectable amount of any illegal drug or illegal controlled substance in an employee's body while performing company business or while in a company facility is prohibited.



- M&R Enterprises and Affiliates will not allow any employee to perform their duties while taking prescribed drugs that are adversely affecting the employee's ability to safely and effectively perform their job duties. Employees taking a prescribed medication must carry it in the container labeled by a licensed pharmacist or be prepared to produce it if asked.
- Any illegal drugs or drug paraphernalia will be turned over to an appropriate law enforcement agency and may result in criminal prosecution.

### **Required Testing**

The company retains the right to require the following tests:

- **Pre-employment:** All applicants must pass a drug test before beginning work or receiving an offer of employment. Refusal to submit to testing will result in disqualification of further employment consideration.
- **Reasonable suspicion:** Employees are subject to testing based on observations by a supervisor of apparent workplace use, possession or impairment. Human Resources must be consulted before sending an employee for reasonable suspicion testing.
- **Post-accident:** Employees are subject to testing when they cause or contribute to accidents that seriously damage a company vehicle, machinery, equipment or property and/or result in an injury to themselves or another employee requiring off-site medical attention. In any of these instances, the investigation and subsequent testing must take place within two (2) hours following the accident, if not sooner.
- **Follow-up:** Employees who have tested positive, or otherwise violated this policy, are subject to discipline up to and including discharge. Depending on the circumstances and the employee's work history/record, M&R Enterprises and Affiliates may offer an employee who violates this policy or tests positive the opportunity to return to work on a last-chance basis pursuant to mutually agreeable terms, which could include follow-up drug testing at times and frequencies for a minimum of one (1) year but not more than two (2) years. If the employee either does not complete their rehabilitation program or tests positive after completing the rehabilitation program, they will be subject to immediate discharge from employment.

### **Consequences**

Applicants who refuse to cooperate in a drug test or who test positive will not be hired. Employees who refuse to cooperate in required tests or who use, possess, buy, sell, manufacture or dispense an illegal drug in violation of this policy will be terminated. The first time an employee tests positive for alcohol or illegal drug use under this policy, the result will be discipline up to and including discharge.

Employees will be paid for time spent in alcohol/drug testing and then suspended pending the results of the drug/alcohol test. After the results of the test are received, a date/time will be scheduled to discuss the results of the test; this meeting will include a member of management and Human Resources. Should the results prove to be negative; the employee will receive back pay for the times/days of suspension.

## **Confidentiality**

Information and records relating to positive test results, drug and alcohol dependencies and legitimate medical explanations provided to the medical review officer (MRO) shall be kept confidential to the extent required by law and maintained in secure files separate from normal personnel files.

## **Inspections**

M&R Enterprises and Affiliates reserve the right to inspect all portions of its premises for drugs, alcohol or other contraband. All employees, contract employees and visitors may be asked to cooperate in inspections of their persons, work areas and property that might conceal a drug, alcohol or other contraband. Employees who possess such contraband or refuse to cooperate in such inspections are subject to appropriate discipline up to and including discharge.

## **Crimes Involving Drugs**

M&R Enterprises and Affiliates prohibits all employees from manufacturing, distributing, dispensing, possessing or using an illegal drug in or on company premises or while conducting company business. Employees are also prohibited from misusing legally prescribed or over-the-counter (OTC) drugs. Law enforcement personnel shall be notified, as appropriate, when criminal activity is suspected.

# **Workplace Bullying**

M&R Enterprises and Affiliates define bullying as “repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment.” Such behavior violates the company Code of Ethics, which clearly states that all employees will be treated with dignity and respect.

The purpose of this policy is to communicate to all employees, including supervisors, managers and executives, that the company will not tolerate bullying behavior. Employees found in violation of this policy will be disciplined up to and including termination.

Bullying may be intentional or unintentional. However, it must be noted that where an allegation of bullying is made, the intention of the alleged bully is irrelevant and will not be given consideration when meting out discipline. As in sexual harassment, it is the effect of the behavior upon the individual that is important. M&R Enterprises and Affiliates consider the following types of behavior examples of bullying:

- **Verbal bullying:** Slandering, ridiculing or maligning a person or their family; persistent name calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
- **Physical bullying:** Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault; damage to a person’s work area or property.
- **Gesture bullying:** Nonverbal threatening gestures or glances that convey threatening messages.
- **Exclusion:** Socially or physically excluding or disregarding a person in work-related activities.
- **Cyber Bullying/Cyberstalking:** The use of electronic information to bully a person, typically by sending message of an intimidating or threatening nature. The use of electronic communication to harass or threaten someone with physical harm.

## **Violence in the Workplace**

All employees, customers, vendors and business associates must be treated with courtesy and respect at all times. Employees are expected to refrain from conduct that may be dangerous to others.

Conduct that threatens, intimidates, or coerces another employee, customer, vendor, or business associate will not be tolerated. M&R Enterprises and Affiliates resources may not be used to threaten, stalk or harass anyone at the workplace or outside the workplace. M&R Enterprises and Affiliates treats threats coming from an abusive personal relationship as it does any other forms of violence.

Employees are strictly prohibited from bringing any weapons, including knives, pistols, rifles, stun guns, mace, etc., into the premises. Neither threats of violence nor fighting will be tolerated. The police will be called, if at any time safety is a concern.

Indirect or direct threats of violence, incidents of actual violence and suspicious individuals or activities should be reported as soon as possible to a supervisor, Human Resources, or any department manager. When reporting a threat or incident of violence, the employee should be as specific and detailed as possible. Employees should not place themselves in peril, nor should they attempt to intercede during an incident.

Employees should promptly inform the Human Resources department of any protective or restraining order that they have obtained, that lists the workplace as a protected area. Employees are encouraged to report safety concerns with regard to intimate partner violence. M&R Enterprises and Affiliates will not retaliate against employees making good-faith reports. M&R Enterprises and Affiliates is committed to supporting victims of intimate partner violence by providing referrals to community resources and providing time off for reasons related to intimate partner violence.

M&R Enterprises and Affiliates will promptly and thoroughly investigate all reports of threats of violence or incidents of actual violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as possible. M&R Enterprises and Affiliates will not retaliate against employees making good-faith reports of violence, threats, or suspicious individuals or activities. In order to maintain workplace safety and the integrity of its investigation, M&R Enterprises and Affiliates may suspend employees suspected of workplace violence or threats of violence, either with or without pay, pending investigation.

Anyone found to be responsible for threats of or actual violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

M&R Enterprises and Affiliates encourage employees to bring their disputes to the attention of their supervisors or Human Resources before the situation escalates. M&R Enterprises and Affiliates will not discipline employees for raising such concerns.

## **Safety Policy**

It is the responsibility of each employee to conduct all tasks in a safe and efficient manner complying with all local, state and federal safety and health regulations and program standards, and with any special safety concerns for use in a particular area or with a client.

Although most safety regulations are consistent throughout each department and program, each employee has the responsibility to identify and familiarize themselves with the emergency plan for their working area. Each facility shall have posted an emergency plan detailing procedures in handling emergencies such as fire, weather-related events and medical crises.

It is the responsibility of the employee to complete an Accident and Incident Report for each safety and health infraction that occurs by an employee or that the employee witnesses. Failure to report such an infraction may result in employee disciplinary action, including termination.

Furthermore, management requires that every person in the organization assumes the responsibility of individual and organizational safety. Failure to follow company safety and health guidelines or engaging in conduct that places the employee, customer or company property at risk can lead to employee disciplinary action and/or termination.

Furthermore, all equipment should be used as designed by the manufacturer and you must review Safety Protocol before using any chemical products or cleaning any chemical spills. For your safety, co-workers, customer's safety, report all potential hazards to management immediately.

## **Smoke-Free Workplace**

It is the policy of M&R Enterprises and Affiliates to prohibit smoking on all company premises in order to provide and maintain a safe and healthy work environment for all employees. The law defines smoking as the "act of lighting, smoking or carrying a lighted or smoldering cigar, cigarette or pipe of any kind."

The smoke-free workplace policy applies to:

- All areas of company buildings.
- All company-sponsored off-site conferences and meetings.
- All vehicles owned or leased by the company.
- All visitors (customers and vendors) to the company premises.
- All contractors and consultants and/or their employees working on the company premises.
- All employees, temporary employees and student interns.

Smoking is permitted in designated areas only. Cigarette butts must only be discarded in receptacles provided. You may smoke during your approved lunch and break periods only.

Employees who violate the smoking policy will be subject to disciplinary action up to and including immediate discharge.

# WORKPLACE EXPECTATIONS

## Code of Conduct

To ensure orderly operations and provide the best possible work environment, M&R Enterprises and Affiliates expects all employees to follow rules of conduct that will protect the interests and safety of all employees and the organization.

It is not possible to list all types of behavior that are considered unacceptable in the workplace. The following are examples of rules of conduct infractions that may result in disciplinary action, up to and including termination of employment.

- Theft or inappropriate removal of possessions, information, or property
- No alcoholic beverages are allowed on M&R Enterprises and Affiliates property, whether working or off work and found in possession of an alcoholic beverage.
- Falsification of any records including, but not limited to: sales reports, lottery reports, invoices, timekeeping documents, and doctors' notes.
- Boisterous or disruptive activity in the workplace.
- Profanity on company premises (this is unacceptable at any time under any circumstance).
- Negligence or improper conduct leading to damage of employer-owned or customer-owned property.
- Violation of safety or health rules. Safety meetings are conducted and must be attended monthly.
- Any form of unwanted, unlawful harassment, including sexual harassment.
- Possession of dangerous or unauthorized materials, such as explosives, firearms, or weapons in the workplace.
- Unauthorized use of telephones, cell phones, mail system, or other employer-owned equipment.
- Unsatisfactory performance or conduct. Including but not limited to: insubordination, sleeping during work hours, not following procedures, not adhering to work or break schedules, and excessive tardy or absences.
- Using the computer for anything other than your position requires is strictly prohibited.
- Making personal phone calls during business hours.
- No signature of any contracts is to be signed by any employees. All contracts are signed by the President and Vice President only.

### Theft

M&R Enterprises and Affiliates' long-term vision is that we are not only a workplace, but rather a community. We all need to be honest. Theft of any sort will be grounds for immediate termination. You will not be warned, this is your warning; therefore, please practice honesty not only in all of your transactions but in everything you do.

### Personal Phone Calls

We ask that you limit your personal calls to emergency situations and important calls such as scheduling of doctor's appointment, or other matters that cannot be taken care of during non-working hours. Please direct your friends or family members to NOT interrupt you at work, except in case of emergency. **Your cell phones must be "POWERED OFF" or Silent not to**

**disrupt you or your co-workers. It is never appropriate to take a personal call in front of clients or customers.**

### **Care of Equipment and Supplies**

All employees are expected to take care of all equipment and supplies provided to them. You are responsible for maintaining this material in proper working condition and for promptly reporting any unsafe or improper functioning of this equipment to your manager.

### **Housekeeping**

Discard all trash in a designated trash container, pushing your chair in when you leave your seat, wiping down the break area, washing your dishes, cleaning up after yourself in the restrooms and reporting any broken items or unclean areas to management.

## **Company Property**

Company resources are primarily intended for business use. Employees are entrusted with M&R Enterprises and Affiliates' property in order to perform the duties of their job and are expected to safeguard the Company's funds, records, tools, vehicles, equipment, supplies, and other assets. Company property, for the purpose of this policy, is defined as any M&R Enterprises and Affiliates' owned, leased, or donated equipment, furnishings, buildings, or other items in the custodial care of the Company or any person acting as its agent.

### **No Guarantee of Privacy**

Employees should not consider Company property, data, its storage or access to property, to be private if it resides on the Company's property, premise, or networks. M&R Enterprises and Affiliates reserves the right to read, listen to, and copy all files or data contained on any Company resource including, but not limited to, e-mail messages, Internet access records, voicemail messages, on-line discussion groups, personal directories, or other electronically stored data, vehicles, business documents or premise at any time, with or without notice or employee permission. Do not expect privacy when using Company property - wherever it is located. *(Use of the Company's voice mail, electronic mail, Internet or other resources must follow the guidelines established under the Company's Discrimination and Harassment, Conduct, and Social Media policies.)*

M&R Enterprises and Affiliates reserves the right to conduct searches of its property at its discretion; therefore, no personal locks may be used on Company-provided equipment, desks, cabinets, storage areas, offices, or buildings unless the employee furnishes a copy of the key or combination information to his or her supervisor. Searches will comply with established state and/or federal guidelines.

### **Personal Use of Company Property**

Prior authorization must be obtained from the employee's Department Head before any Company property may be removed from the premises or utilized for personal use. *Employees may occasionally use **Company resources**, such as a photocopier, Internet, voice mail, faxes, computers, telephone service, or e-mail for personal use, provided that:*

- *The employee's manager approves the request in advance*
- *The use of the property does not reduce its value*
- *The employee does not earn a personal profit through the use of the Company's property, and*

- *The use of the property does not violate any other M&R Enterprises and Affiliates' policy*

Should permission be granted, the employee is responsible for the return and care of the loaned property. Special care should be taken to identify any concerns regarding its condition before the property is removed and/or used.

### **Notification of Misuse**

Should employees have knowledge of any misuse of Company property, they must notify their supervisor immediately. Any employee found to neglect or misuse Company property will be sanctioned under the disciplinary policies. This may include termination. If the neglect is determined to be gross, the Company will expect remuneration for part or all of the replacement cost. If necessary, the Company may elect to file a civil action to enforce the remuneration. Misappropriation of Company property is grounds for immediate termination and possible criminal action.

### **Removal of Property**

For security reasons, employees should not leave personal belongings of value in the workplace. Terminated employees should remove any personal items immediately. Personal items left in the workplace are subject to disposal if not claimed at the time of an employee's termination.

### **Termination**

At the time of termination all Company property must be returned in good condition. Failure to do so may mean that the employee will be required to reimburse the Company for its losses.

## **Confidentiality**

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

Confidential information includes, but is not limited to, the following examples:

- Customer Information
- Financial Information
- Marketing Strategies
- Technological Data and/or Prototypes
- All Sales Information and Related Materials

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 must be referred to the Vice President at 321-631-0245 extension 109.

## Antitrust Laws

Antitrust laws prohibit or restrict practices such as agreements among, or discussions with, competitors or customers to:

- Fix or control prices.
- Divide territories or markets.
- Allocate customers.
- Limit production or sales.

Other actions involving competitors, customers, or sales of the company's products may raise antitrust concerns. Supervisors in charge of trading and sales activities are responsible for knowledge of these concerns and accountable for the careful oversight of employee trading and sales practices.

## Data Security

Our company takes the security of personal information very seriously. This information could be:

- Employee personal information
- Customer credit card
- USDA Snap Benefits (Supplemental Nutrition Assistance Program)

All employees are required to adhere to the strict policy of privacy. Under no circumstances are employees permitted to reveal:

- Employee social security numbers, DOB, phone number, and home address to anyone.
- Credit card information. Employees are not permitted to answer any questions regarding transactions at our store. This may include phone calls to our store from any credit card company. People unknown to us may call our store posing as representatives of VISA, MC, AX, or Discover attempting to ask questions regarding recent transactions. **DO NOT ANSWER ANY QUESTIONS, HANG UP.** The only exception to this would be phone calls we initiate to VISA, MC, AX, or Discover during our normal credit card approval procedures.
- Employees should be aware of customers at the fueling islands at all times. You should pay attention to anyone who appears to spend an unusually long amount of time at the pump. If you suspect something suspicious going on at the pump island, you should: use the intercom system to ask the customer if they need assistance, and notify the Store Manager immediately.
- Credit Cards left by customers, at our store, must be dropped in the safe immediately! A note should be attached with your name, date, and time card was dropped. Under no circumstances should the card be 'left in the cash register' for the customer to return.
- Employees are not to discuss with anyone, the use of USDA Snap benefit cards.
- If anyone attempts to provide service to a fuel dispenser or ATM, without the prior knowledge of store management, you are required to verify with management before any work begins.
- Credit Card slips must be dropped in safe at the end of your shift and kept locked in office for Supervisor to pick up.



## Electronic Communications

While electronic communication tools are a tremendous asset when used appropriately, abuse of these resources can put both employees and the Company at risk. Therefore, it is important that each employee read and understand the guidelines outlined in this policy.

### Electronic Resources

The term *electronic resources* includes, but is not limited to, all hardware including personal computers, printers, scanners, servers, hand-held personal digital assistants, software, computer systems, data, information, electronic mail, instant messages, Intranet and Internet services, and related systems. The Company prohibits the use of these resources for any purpose which is illegal, dishonest, disruptive, threatening, or damaging to the reputation of the Company.

### Ownership of Electronic Data and Computer Resources

All computer resources provided to employees by or through the Company are assets of and are owned by M&R Enterprises and Affiliates. All data, information, programs, electronic data including mail, graphic works, literary works, documentation, and other material created, received, sent, or stored using M&R Enterprises and Affiliates' resources, whether designated as private or confidential, are assets of and owned by the Company, not the individual User.

### No Guarantee of Privacy

Employees should not consider electronic communications or data, its storage or access to be private if it is on the Company's property or networks. Items created, received, sent, or stored on the Company's or third-party systems are not private or confidential. The Company owns any communication that is transmitted with or stored on its equipment.

As such, M&R Enterprises and Affiliates reserves the right to read, listen to, and copy all files or data contained on any computer resource including, but not limited to, e-mail messages, Internet access records, voicemail messages, Internet discussion groups, personal directories, or other electronic resources at any time, with or without notice. It also reserves the right to access all computer resources to ensure compliance with regulatory and internal practices and policies.

### Internet Usage

It is prohibited to use the Company's electronic resources:

- To view or distribute sexually explicit, pornographic, racist, sexist, or material that is disparaging based on race, age, color, religion, sex, national origin, disability, veterans' status, genetic information, marital status or membership in any other protected group as established by law.
- To view or send messages intended to harass, intimidate, threaten, embarrass, humiliate or degrade another co-worker or that contain defamatory references
- For personal gain or to conduct illegal activity including gambling, lotteries, or raffles
- For commercial uses not intended to benefit the Company
- To download or distribute pirated software or data, entertainment software, music or games
- To proselytize any religion or creed
- For promotion of political views
- To propagate a virus, worm, Trojan horse or trap-door program code

- To copy, destroy, delete, remove, conceal, modify or encrypt messages or files or other data on any Company computer, network or other communications system without the permission of an authorized member of the Executive staff
- To communicate on behalf of the Company, or contact the media (see Social Media policy) via a chat room or other electronic communications means without authorization or to release protected information to a competitor, newsgroup, or chat room
- To access or attempt to access another employee's computer, e-mail, voice mail, files, or other data without the permission or authorization of a Vice President or Management.
- To use resources in a manner that interferes with business operations, productivity, or distracts employees from their duties and responsibilities.

The use of Company electronic resources implies an understanding of an agreement to the Company's policy. Employees should understand that the abuse and misuse of these systems will result in disciplinary action.

## **Conflicts of Interest**

The Company and its employees share the responsibility of ensuring that we adhere to all contractual requirements and conduct business in accordance with relevant laws and refrain from dishonest or unethical conduct. Employees, during both working and nonworking hours, are required to act in a manner that will inspire public trust in their integrity, impartiality and devotion to the best interests of the Company, its customers and the community. This requires that all employees act exclusively in the best interests of the Company and not use their position to further their interests or the interests of a family member.

Every employee has the responsibility to ask questions, seek guidance and report suspected violations regarding compliance with this policy. Employees must be sensitive to situations where a conflict may exist, real or perceived, and disclose the details immediately. Even the appearance of a conflict can damage Company interest. Whenever employees become aware that they, a spouse, domestic partner, or other family member has a potentially conflicting interest in a Company transaction/event, they are required to disclose the situation to their supervisor and Department Head immediately.

Although this is not an exhaustive list, examples of conflicting transactions/events include but are not limited to:

- An employee having a significant personal interest in or a financial relationship with an organization involved in a transaction
- Participating in a business decision involving a Company that employs a staff member's spouse, domestic partner, or family member
- An employee having a secondary job where the employer is a direct or indirect competitor, distributor, supplier, or customer of the Company. (Employees must obtain approval before accepting any secondary position.)
- The use of nonpublic Company information for personal gain or advantage, or for the gain or advantage of another
- Investing in an outside business opportunity in which the Company has an interest, except for insignificant stock interest in publicly-held companies
- Actions or relationships that might conflict or appear to conflict with an employee's job responsibilities or the interests of the Company

- The receipt of personal discounts or other benefits from suppliers, service providers or customers that are not available to all employees
- An employee having a consulting relationship that affects the employee's ability to satisfactorily perform the requirements of the position
- Use of any Company-owned facility, equipment, materials or vehicle for personal use or benefit, or for the personal use or benefit of any other individual
- Hiring or supervising family members or closely related persons.

Once a potential conflict of interest is disclosed, management staff, in consultation with the Vice President, will determine whether a conflict exists. Where a conflict does exist, or there is the appearance of a conflict, transactions may be undertaken only if all of the following are observed:

- The conflicting interest is fully disclosed;
- The person with the conflict of interest is excluded from the general discussion and approval of such transaction;
- A competitive bid or comparable valuation exists; and
- The Vice President and Management Staff have determined that the transaction is in the best interest of the organization.

The Employee may be present for the discussion in order to respond to questions and elaborate on the information presented.

### **Gifts**

Employees should not accept favors or gifts of consequence; offer, accept, or solicit money, property, services or other items of value from current and/or potential funding sources, vendors, or service providers in connection with M&R Enterprises and Affiliates work. Trivial gifts in the nature of mementos need not be returned nor a friendly dinner invitation declined. A rule of reason should prevail, *but a rule of reason should give full consideration to appearances as well as to actualities.*

This policy cannot describe all potential conflicts of interest and its application may be uncertain at times. Employees should exercise the highest standards of ethical judgment and err on the side of caution. If there are any questions, the individual concerned should consult with the Company's Human Resources department.

No company representative may give a gift if it could be seen as consideration for an official or business favor without authorization from the Vice President.

### **Charitable Gifts**

M&R Enterprises and Affiliates recognize the importance of charitable nonprofit organizations and our desire to give back to our community. We receive many requests for charitable donations and sponsorships and wish we could contribute to everyone. Please visit our website for a complete list of organizations we support.

### **Definition**

For the purposes of this policy, a family member is defined as: a spouse, child, grandchild, parent, grandparent, sibling, uncle, aunt, nephew, niece, or the spouse of any such person; a step-relationship as described above; an in-law relationship as described above; or any other person who resides in the same household as the employee.

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

## **Outside Employment**

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

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

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

## **Attendance and Punctuality**

Unscheduled absences and tardiness have a detrimental effect on the quality of service that can be provided and places an undue burden on employees who must compensate for those who are absent. For this reason, employees are asked to be at their workstations and prepared to begin work at the scheduled time. Employees should avoid letting minor issues/illnesses interfere with their attendance. At the same time, good judgment should be used with respect to contagious ailments that might have an adverse effect on co-workers or participants.

### **Attendance**

When attendance at work is not possible, employees are responsible for contacting their immediate supervisor or his or her designee. Contact should be made each day an employee is absent at least two hours before the scheduled starting time. Daily notification due to illness may be waived in the case of approved leave events such as Military or Emergency Medical. In instances where the illness/injury is expected to be or is more than three (3) days, employees are required to contact their immediate supervisor to determine whether the situation qualifies under the Medical and Family Leave.

Unexcused absences will be considered by occurrence rather than length. Absence for one or more consecutive workdays will be considered one occurrence. If the employee returns from an absence due to illness, works, and then is absent again for the same illness, the absence will be counted as separate occurrences. An unscheduled absence of four (4) or more

hours during the workday will be counted as an occurrence. Scheduled leaves for vacation, jury duty, holidays, bereavement, etc., are not considered an absence or occurrence under the definition.

Unscheduled absences that reflect a pattern, such as before or after a holiday or weekend, or excessive absences may result in disciplinary action. Excessive absence is defined as six (6) or more occurrences of absence in the preceding (12) twelve-month period or two or more occurrences in any (30) thirty-day period.

### **No-Call No-Show**

The failure of employees to report for work as scheduled or failure to notify their supervisor of the absence is considered a *no-call/no-show* and is viewed as a serious policy violation. Failing to call or report for work will result in disciplinary action up to and including termination of employment if there are no mitigating circumstances related to the absence. ***A no call/no show lasting three (3) consecutive days is considered job abandonment and will result in immediate termination of employment.***

## **Social Media - Acceptable Use**

Below are guidelines for social media use. See full policy for details.

Post only appropriate and respectful content.

- Maintain the confidentiality of M&R Enterprises and Affiliates 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.
- Do not create a link from your blog, website or other social networking site to an M&R Enterprises and Affiliates website without identifying yourself as an M&R Enterprises and Affiliates associate.
- Express only your personal opinions. Never represent yourself as a spokesperson for M&R Enterprises and Affiliates. If M&R Enterprises and Affiliates 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 M&R Enterprises and Affiliates, fellow associates, members, customers, suppliers or people working on behalf of M&R Enterprises and Affiliates. If you do publish a blog or post online related to the work you do or subjects associated with M&R Enterprises and Affiliates, make it clear that you are not speaking on behalf of M&R Enterprises and Affiliates. 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 M&R Enterprises and Affiliates.”

M&R Enterprises and Affiliates may monitor content out on the Internet. Policy violations may result in discipline up to and including termination of employment.

## **Attire and Grooming**

It is important for all employees to project a professional image while at work by being appropriately attired. M&R Enterprises and Affiliates employees are expected to be neat, clean and well groomed while on the job. Clothing must be consistent with the standards for a business environment and must be appropriate to the type of work being performed.

All employees must be covered from shoulders to knees at all times (no see-through or sleeveless clothing is permitted at any time). Natural and artificial scents may become a distraction from a well-functioning workplace and are also subject to this policy

### **Required Uniform:**

- Khaki style black pants of the appropriate size – no rolled up pants.
- Shoes must be plain and black in color. Open-toed shoes are not permitted.
- Shirts must be tucked in at all times with only the top button open – no rolled up sleeves.
- Undershirts are limited to a solid white color with no writing or designs visible.
- Nametags must be worn on the left side of the outermost garment, over the pocket.

M&R Enterprises and Affiliates are confident that employees will use their best judgment regarding attire and appearance. Management reserves the right to determine appropriateness. Any employee who is improperly dressed will be counseled or in severe cases may be sent home to change clothes. Continued disregard of this policy may be cause for disciplinary action, which may result in termination.

## **Solicitations, Distributions and Posting of Materials**

M&R Enterprises and Affiliates prohibits the solicitation, distribution and posting of materials on or at company property by any employee or nonemployee, except as may be permitted by this policy. The sole exceptions to this policy are charitable and community activities supported by M&R Enterprises and Affiliates management and company-sponsored programs related to M&R Enterprises and Affiliates products and services. Violations of this policy should be reported to Human Resources.

### **Provisions:**

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

### **Use of Visual/Audio Image**

Occasionally there may be times where visual/audio images of employees and logos of our business are used for publications, promotions, advertisements, posters or other marketing or public relations purposes. Visual/audio images are any type of recording, including photographs, digital images, drawings, renderings, voices, sounds, video recordings, audio clips or accompanying written descriptions. M&R Enterprises of Brevard will not materially alter the original images and owns the rights and images related to them. Also, we should never use copyrighted or trademarked images, videos, etc. without written permission of the owner. By signing the handbook acknowledgement you agree to these terms. Any inquiries from the media must be referred to the Vice President.

## **Employee Personnel Files**

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

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

Personnel file access by current employees and former employees upon request will generally be permitted within three days of the request unless otherwise required under state law. Personnel files are to be reviewed in the Human Resources department. Personnel files may not be taken outside the department.

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

### **Prospective Employers**

M&R Enterprises and Affiliates will provide information for reference purposes which will be limited to job title(s) and dates of employment.

# COMPENSATION

## Salary Review

Merit increases are based on company performance and financial results and are not guaranteed. The employee's overall performance and salary level relative to the employee's position responsibilities are evaluated to determine if a salary increase would be warranted.

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

Salary adjustments are occasionally requested or warranted at times other than the employee's scheduled annual salary reviews. Out-of-cycle salary increases must be preapproved by the store manager, Human Resources, CFO, and the company President or Vice President. Human Resources will review all salary increase/adjustment requests to ensure internal equity and compliance with company policies and guidelines. Employee's salaries are a personal agreement between the company and the employee. This is not to be discussed with co-workers.

## Payment of Wages

Payroll is processed weekly for all affiliates and bi-weekly for Best Western Hotel employees. Pay periods begin on Wednesday and end on Tuesday for all affiliates and begins on Tuesday and ends on Monday for Best Western Hotel employees. Paychecks are available each Friday for weekly payroll and every other Thursday for bi-weekly payroll. If the normal payday falls on a company-recognized holiday, paychecks will be distributed one workday before the aforementioned schedule.

It is the company's policy that employee paychecks will only be given personally to that employee or mailed to their home address. Direct deposit is offered and it is the employee's responsibility to notify their manager or Human Resources Department of any changes a week prior to any change in their account. We cannot stop the transaction once it is processed and the employee may be charged a fee if we are required to put a stop payment or reverse a paycheck.

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

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



### **Garnishments/Levies/Support Orders**

Upon receipt of a properly authorized request to release information or initiate deductions from employee pay, M&R Enterprises and Affiliates will release salary/wage information and begin deductions from pay. M&R Enterprises and Affiliates will pass on the administrative fee for processing garnishments as allowed by court order.

### **Lenders/Credit Organizations**

Upon receipt of an authorized request that includes the employee's signature, M&R Enterprises and Affiliates will release information. For your protection we will not respond to any telephone requests for information. All requests should be faxed to (321) 633-0467.

### **Prospective Employers**

M&R Enterprises and Affiliates will provide information for reference purposes which will be limited to job title(s) and dates of employment.

## **Time Reporting**

A work hour is any hour of the day that is worked and should be recorded to the nearest tenth of an hour. The workday is defined as the 24-hour period starting at 12:00 a.m. and ending at 11:59 p.m. The Affiliates work period covers seven consecutive days beginning on Wednesday and ending on Tuesday with the usual work period as 40 hours. The Best Western work period covers fourteen consecutive days beginning on Tuesday and ending on Monday with the usual work period as 80 hours.

Overtime is defined as hours worked by an hourly or nonexempt employee in excess of 40 work hours in a work period for affiliates and 80 hours in a work period for Best Western, and should be recorded to the nearest tenth of an hour. Overtime must be approved in advance by the manager to whom the employee reports.

Employees will submit their time record weekly for affiliates and bi-weekly for Best Western as directed by their manager. Each employee is to maintain an accurate daily record of their hours worked. All absences from work schedules should be appropriately recorded.

## **Meal/Rest Periods**

The scheduling of meal periods at M&R Enterprises and Affiliates is set by the employee's immediate manager with the goal of providing the least possible disruption to company operations.

### **Mandatory Meal Period**

Employee meal periods are important to company productivity and employee health. Employees who work at least 8 consecutive hours will be provided a meal break not to exceed 60 minutes. The meal period will not be included in the total hours of work per day and is not compensable. Nonexempt employees are to be completely relieved of all job duties while on meal breaks and must clock out for meal periods.

### **Rest Breaks**

Salaried employees, as they are paid a weekly salary regardless of the hours they work, may choose to take breaks as needed. Nonexempt employees are permitted a 15-minute rest

break for each four hours of work. Nonexempt employees on rest breaks are not required to clock in and clock out because this time is considered “time worked” and is compensable.

Please see your store manager regarding your break and meal periods, as many stores may not be able to provide scheduled time to break or to leave the store.

**Minors** must take a required 30 minute break period after every four hours worked, as according to federal law. Employees are required to notify their manager before taking a break and must clock out for their 30 minute break periods.

### **Impermissible Use of Meal Period and/or Rest Breaks**

Neither the lunch period nor the rest break(s) may be used to account for an employee's late arrival or early departure or to cover time off for other purposes—for example, rest breaks may not be accumulated to extend a meal period, and rest breaks may not be combined to allow one half-hour long break.

## **Overtime Pay (nonexempt employees)**

Nonexempt employees who exceed 40 hours (Affiliates) and 80 hours (Best Western) of work time in a work period will be paid time and one half.

The workweek begins at 12:00 a.m. on Wednesday (Affiliates) and Tuesday (Best Western) morning and ends at 11:59 p.m. on Tuesday (Affiliates) and Monday (Best Western) night. Managers are required to obtain approval prior to the use of overtime.

Employees who anticipate the need for overtime to complete the period's work must notify the supervisor in advance and obtain approval before working hours that extend beyond their normal schedule. During busy periods employees may be required to work extended hours.

# TIME OFF/LEAVES OF ABSENCE

## Holiday Pay

M&R Enterprises and Affiliates recognize three paid holidays, at time and a half, each year for Hourly Store Employees who work on the specified holiday:

### Hourly Store Employees (Working Holidays paid at Time and a Half)

- Easter Sunday
- Thanksgiving Day
- Christmas Day

Store employees that do not work on the holiday will not receive pay. Time off may be granted to employees who desire to observe a religious holiday that is not recognized by the company (see below).

### **Observance of Holidays**

All holidays will be observed as scheduled.

The Company recognizes that religious beliefs vary and some staff may wish to observe specific holidays that are not designated by the Company. In such instances, employees should arrange for use of PTO or request the day off without pay if PTO is not available. All requests of this nature should be directed to both the employee's immediate supervisor and Human Resources.

## Paid Time Off (PTO)

Store/Hotel Managers are eligible for PTO leave benefits after they reached 1 year of employment. The accrual of PTO begins on the first day of employment. PTO is accrued according to the schedule in this policy. PTO can be used only after it is earned. PTO leave will not be earned during an unpaid leave of absence. The table below represents the number of paid days off per year that full-time employees will accrue and earn based on the number of years of service with the company. If an employee transfers to a full-time or store manager position, the accrual begins the first pay period following the effective date of the transfer.

| <u>Weekly Pay</u><br>Years of Service | Store Manager     |                              |
|---------------------------------------|-------------------|------------------------------|
|                                       | PTO Days Per Year | Hours Accrued per Pay Period |
| 0 to 2                                | 8                 | 1.23                         |
| 3+ Years                              | 15                | 2.31                         |

| <u>Bi-weekly Pay</u><br>Years of Service | Hotel Manager     |                              |
|--|-------------------|------------------------------|
|  | PTO Days Per Year | Hours Accrued per Pay Period |
| 0 to 2                                   | 8                 | 2.46                         |
| 3+ Years                                 | 15                | 4.62                         |

To schedule PTO time, employees should submit a completed PTO Request form to their district manager at least two weeks before the requested leave. Employees must ensure that they have enough accrued leave available to cover the dates requested. Employee PTO balances can be found on their pay stubs. Requests will be approved based on a number of

factors, including department operating and staffing requirements. The supervisor should return the leave request to the employee within three business days of the date it is submitted indicating that the request has been approved or denied. If the request for vacation leave is denied, the supervisor should provide an appropriate reason on the form returned to the employee. The approved form should be provided to Human Resources for processing.

Employees may roll up to 40 hours of unused PTO into the next calendar year. PTO will be paid at the employee's base rate at the time the leave is taken. PTO pay is not included in overtime calculation and does not include any special forms of compensation such as incentives, commissions, bonuses or shift differentials. If a holiday falls during the employee's vacation, the day will be charged to holiday pay rather than to PTO pay.

Leave taken beyond an employee's available PTO balance may be unpaid unless otherwise required under state or federal law.

PTO leave may also be used for an employee's personal illness, well-care, and medical and dental appointments. PTO leave may also be used for illness and well-care in an employee's immediate family.

An employee who has a PTO sick leave absence in excess of three consecutive working days must present medical documentation for the absence.

If employment is terminated, accrued unused PTO leave **will not** be paid-out nor can PTO be substituted for a notice period at the end of their employment.

## **Family and Medical Leave Act**

Upon hire, M&R Enterprises and Affiliates provide all new employees with notices required by the U.S. Department of Labor (DOL) on [Employee Rights and Responsibilities Under the Family and Medical Act](#) .

The function of this policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law.

If you have any questions, concerns or disputes with this policy, you must contact the Human Resources manager in writing.

### **General Provisions**

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

### **Eligibility**

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

- The employee must have worked for the company for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed seven years. Separate periods of employment will be counted if the break in service exceeds seven years due to National Guard or Reserve military service obligations or when there is a written agreement, including a collective bargaining agreement, stating the employer's intention to rehire the employee after the service break. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.
- The employee must have worked at least 1,250 hours during the 12-month period immediately before the date when the leave is requested to commence. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.
- The employee must work in a work site where 50 or more employees are employed by the company within 75 miles of that office or work site. The distance is to be calculated by using available transportation by the most direct route.

### **Type of Leave Covered**

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

- The birth of a child and in order to care for that child.
- The placement of a child for adoption or foster care and to care for a newly placed child.
- To care for a spouse, child or parent with a serious health condition.
- The serious health condition (described below) of the employee.

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

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

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

Employees with questions about what illnesses are covered under this FMLA policy or under the company's PTO policy are encouraged to consult with the Human Resources manager.

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

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

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

*Covered active duty* means:

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

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

- Military caregiver leave (also known as covered service member leave) to care for an injured or ill service member or veteran.

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

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

The term *covered service member* means:

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

the National Guard or Reserves) at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation or therapy.

The term *serious injury or illness* means:

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

### **Amount of Leave**

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

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

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

### **Employee Status and Benefits During Leave**

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

### **Employee Status after Leave**

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

### **Use of Paid and Unpaid Leave**

All paid PTO leave runs concurrently with FMLA leave.

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

### **Intermittent Leave or a Reduced Work Schedule**

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

### **Certification for the Employee's Serious Health Condition**

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

### **Certification for the Family Member's Serious Health Condition**

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

### **Certification of Qualifying Exigency for Military Family Leave**

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

### **Certification for Serious Injury or Illness of Covered Service Member for Military Family Leave**

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

### **Recertification**

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

### **Procedure for Requesting FMLA Leave**

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



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

### **Designation of FMLA Leave**

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

### **Intent to Return to Work from FMLA Leave**

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

## **Personal Leave of Absence**

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

All regular employees employed for a minimum of 6 months are eligible to apply for an unpaid personal leave of absence. Job performance, absenteeism and departmental requirements will all be taken into consideration before a request is approved. Please contact Human Resources for more information on request procedures.

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

## **Bereavement Leave**

A regularly scheduled full-time employee who wishes to take time off due to the death of an immediate family member should notify his or her supervisor immediately.

Paid bereavement leave is granted according to the following schedule:

- Employees are allowed up to three days of paid leave in the event of the death of the employee's Spouse, Child, Parent, Sibling, Grandparent, Grandchild, Step-Parent, Step-Sibling, Step-Child, Parent/Brother/Sister-in-Law, Legal Domestic Partner or Guardian.

## **Jury Duty**

Upon receipt of notification from the state or federal courts of an obligation to serve on a jury, employees must notify their supervisor and provide him/her with a copy of the jury summons. The company will pay regular full-time and regular part-time employees for time off

for jury duty up to one week of pay. A copy of your summons should be supplied to Human Resources at least two (2) weeks prior to beginning your service. In order to receive compensation for time away, please supply Human Resources with documentation from the Court clearly reflecting the time you served.

## **Military Leave of Absence**

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

Employees taking part in a variety of military duties are eligible for benefits under this policy. Such military duties include leaves of absence taken by members of the uniformed services, including Reservists and National Guard members, for training, periods of active military service and funeral honors duty, as well as time spent being examined to determine fitness to perform such service. Subject to certain exceptions under the applicable laws, these benefits are generally limited to five years of leave of absence.

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

# BENEFITS

For more information regarding benefits programs, please refer to the Employee Benefits Guide, which are provided to employees upon hire, or contact the Human Resources department.

## Insurance Benefits

The company currently offers regular full-time employees regularly scheduled to work a minimum of 30 hours per week enrollment in medical, dental and vision insurance coverage options after they have been employed for 60 days; effective the 1<sup>st</sup> day of the following month.

Employees have up to 60 days from their hire date to make insurance elections. Once made, elections are fixed for the remainder of the plan year. Changes in family status, as defined in the Plan document, allow employees to make midyear changes in coverage consistent with the family status change. Please contact the Human Resources department to determine if a family status change qualifies under the Plan document and IRS regulations.

The Open Enrollment Period is during the month of November/December. Effective January 1<sup>st</sup> of each calendar year, employees may change insurance elections.

The Human Resources department is available to answer benefits plan questions and assist in enrollment as needed. If you lose your health insurance you will be eligible to elect COBRA, due to loss of coverage. Additional information will be given to you if this situation should occur, as explained below.

## Retirement Plan

The company offers a voluntary pretax 401(k) plan to which regular, full-time employees who have completed (1) year of service, who are a minimum of age 18 and who have completed a minimum of 1,000 work hours. The company provides matching contributions of 50 cents for every \$1.00 the employee deposits into the plan up to 6% of compensation. The company matching contributions will vest to your account as follows:

| Years of Service  | Percent Vested |
|-------------------|----------------|
| Less than 2 Years | 0%             |
| 2 Years           | 20%            |
| 3 Years           | 40%            |
| 4 Years           | 60%            |
| 5 Years           | 80%            |
| 6 Years           | 100%           |

Further details about the Plan may be obtained from the Human Resources department and the Plan document.

## Workers' Compensation Benefits

M&R Enterprises and Affiliates provide Worker's Compensation insurance for all employees, which compensate an employee for lost time and medical expenses from an injury arising out of or in the course of work.

Employees must report any accident or injury immediately to his/her supervisor and the Human Resources Department so that the necessary paperwork may be completed.

All employees are subject to mandatory post-accident drug and alcohol testing at a facility approved by our worker's compensation company. M&R Enterprises and Affiliates will assist Workers Compensation as needed to create a return to work program that is suitable in each situation.

No employee will be retaliated against for reporting injuries, receiving workers compensation or reporting safety issues. However, all false claims made maliciously will be prosecuted to the fullest extent of the law and will result in immediate termination.

## **CONTINUATION COVERAGE (COBRA)**

A federal law (Public Law 99-272, Title X, commonly known as "COBRA") requires that most employers sponsoring Group Health or Dental Plans offer employees and their families the opportunity for a temporary extension of health coverage (called "continuation coverage") at group rates in certain instances when coverage under the plan would otherwise end. This notice is intended to inform you, in a summary fashion, of your rights and obligations under the continuation coverage provisions of the law. Both you and your spouse should take the time to read this notice carefully.

### **WHO IS COVERED?**

#### **Employees**

If you are an employee of M&R Enterprises and Affiliates covered by M&R Enterprises and Affiliates Service Group Health or Dental Plan, you have a right to choose this continuation coverage if you lose your group health coverage because of a reduction in your hours of employment or the termination of your employment (for reasons other than gross misconduct on your part).

#### **Spouses**

If you are the spouse of an employee covered by M&R Enterprises and Affiliates Service Health or Dental Plan, you have the right to choose continuation coverage for yourself if you lose group health coverage for any of the following five reasons or "qualifying events":

1. The death of your spouse;
2. The termination of your spouse's employment (for reasons other than gross misconduct) or a reduction in your spouse's hours of employment;
3. A divorce or legal separation from your spouse;
4. Your spouse becomes entitled to Medicare; or
5. If your spouse is retired, and a bankruptcy reorganization is commenced by the former employer.

#### **Dependent Children**

A dependent child of an employee (including children born to, or placed for adoption with, the employee during the period of continuation coverage) covered by M&R Enterprises and Affiliates Group Health or Dental Plan has the right to continuation coverage if group health coverage under Group Health or Dental Plan is lost for any of the following six reasons:

1. The death of a parent;
2. The termination of a parent's employment (for reasons other than gross misconduct) or reduction in a parent's hours of employment with M&R Enterprises and Affiliates Service;

3. The parent's divorce or legal separation;
4. A parent becomes entitled to Medicare;
5. The dependent ceased to be a "dependent child" under M&R Enterprises and Affiliates Group Health or Dental Plan; or if the parent is retired.

### **Separate Elections**

If there is a choice among types of coverage under the plan, a spouse or dependent child who is eligible for continuation coverage is entitled to make a separate choice among the types of coverage. Thus, a spouse or dependent child is entitled to choose continuation coverage even if the covered employee does not. Similarly, a spouse or dependent child may choose coverage that is different from what the employee chooses.

### **EMPLOYEE'S DUTIES UNDER THE LAW**

The employee or a family member has the responsibility to inform M&R Enterprises and Affiliates of a divorce, legal separation, or a child losing dependent status under M&R Enterprises and Affiliates Group Health or Dental Plan. In Addition, the employee or a family member must inform M&R Enterprises and Affiliates within 60 days of a determination by the Social Security Administration that the person concerned was disabled at the time of the employee's termination of employment or reduction in hours of employment. If during continuation coverage, the employee or family member is later determined by the Social Security Administration to no longer be disabled, the person must inform M&R Enterprises and Affiliates of the re-determination within 30 days of when it was made.

### **EMPLOYER'S DUTIES UNDER THE LAW**

M&R Enterprises and Affiliates has the responsibility to notify the Plan Administrator of the employee's death, termination of employment, reduction in hours of employment, or Medicare eligibility within 60 days of when the event occurs. Once the Plan Administrator has been notified, M&R Enterprises and Affiliates will in turn notify the employee (and spouse if they do not live together) of his or her right to choose continuation coverage because of one of the events listed above. Under the law, the employee and spouse have at least 60 days from the date they would lose coverage to inform M&R Enterprises and Affiliates that they want continuation coverage.

### **CHOOSING CONTINUATION COVERAGE**

If you do not choose continuation coverage within the 60-day period, your group health insurance coverage will end. If you choose continuation coverage, M&R Enterprises and Affiliates are required to provide coverage that as of the time it is provided is identical to the coverage provided under the plan to similarly situated employees or family members. This means that if the coverage for similarly situated employees or family members is modified, your coverage will be modified.

### **How long the coverage will last?**

The law requires that you be given the opportunity to maintain continuation coverage for 3 years, unless you lost group health coverage because of a termination of employment or reduction in hours of employment. Under those circumstances, the required continuation coverage is 18 months.

### **Longer coverage for disability**

For an employee or a family member who is disabled at any time during the first 60 days of continuation coverage, the coverage period is 29 months for all family members – even those who are not disabled. The disability that extends the period must be determined by the Social

Security Administration. For the 29-month period to apply, notice of the disability determination must be provided within 18 months of the employee's termination or reduction in hours, and the disabled person must inform M&R Enterprises and Affiliates of the determination with 60 days.

If, during continued coverage, the Social Security Administration determines that the employee or family member is no longer disabled, the person must inform M&R Enterprises and Affiliates of the re-determination within 30 days of the date it is made.

If a second qualifying event – other than the employer's bankruptcy reorganization – occurs within 18 months after a termination or reduction in hours, you will have 3 years of continuation coverage from the date of the termination or reduction in hours. If an employee or a family member is determined disabled and another qualifying event – other than the employer's bankruptcy reorganization – occurs within the 29-month continuation period, then the period will be extended to 36 months after the termination of employment or reduction in hours. For the 36-month period to apply, notice of the determination of disability under the Social Security Act must be provided within 18 months of the employee's termination or reduction in hours. If the qualifying event is the employer's bankruptcy reorganization, coverage will continue until the employee or their qualified family member dies. When the employee dies, coverage for the family member will continue for 36 months after the death.

#### **Continuation coverage may be cut short**

The law provides that your continuation coverage may be cut short for any of the following four reasons:

1. M&R Enterprises and Affiliates no longer provides group health coverage to any of its employees;
2. The premium for your continuation coverage is not paid in a timely manner;
3. You become covered under another Group Health or Dental Plan (whether or not as an employee); however, if the new coverage contains any exclusion or limitation concerning any preexisting condition of a family member, then this coverage does not end the continuation coverage period; or
4. You become entitled to Medicare; however, for family members other than the employee, the continuation coverage period begins on the date when the employee becomes entitled to Medicare (or, if applicable, the date of an earlier qualifying event) and extends for 3 years.

You do not have to show that you are insurable to choose continuation coverage. At the end of the 18-month or 3-year continuation coverage, the law requires that you be allowed to enroll in an individual conversion health plan provided under M&R Enterprises and Affiliates Group Health or Dental Plan.

#### **SPECIAL RULES FOR MILITARY ON LEAVE OF ABSENCE**

Under the Uniformed Services and Reemployment Rights Act of 1994, better known as USERRA, an employee who is out on a military leave of absence will retain their health insurance coverage for the first 31 days of uniformed service. Employees out on military leaves of absence which extend beyond the 31 days will be eligible for COBRA benefits for up to 24 months.

If a former employee chooses to continue group benefits under COBRA, he/she must pay the total applicable premium plus a 2 percent administrative fee. Coverage will cease if the former employee fails to make premium payments as scheduled, becomes covered by another group plan that does not exclude pre-existing conditions or become eligible for Medicare.

## Employee Handbook Acknowledgment and Receipt

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

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

I understand and agree that, other than the president of company, no manager, supervisor or representative of M&R Enterprises and Affiliates has any authority to enter into any agreement for employment other than at will; only the president of the company has the authority to make any such agreement and then only in writing signed by the president of M&R Enterprises and Affiliates.

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

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

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

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

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

\_\_\_\_\_  
Employee's Name (Print)

\_\_\_\_\_  
Date

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

**Anti-harassment Policy**

I acknowledge that I have viewed the Antiharassment policy and fully understand the zero tolerance policy of M&R Enterprises and Affiliates in regard to Antiharassment. In support of this policy I will refrain from any form of Harassment and will immediately report to my manager or Human Resources any harassment I observe.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**Company Keys**

I have received a key to \_\_\_\_\_. I understand failure to return the key upon the severance of my employment will result in a \$100.00 deduction from my final paycheck in order to replace the locks. I am also responsible to return any other keys to safes, cabinets, or other property of the company at this time.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**Employee Uniforms**

I have received \_\_\_\_\_ shirts to \_\_\_\_\_. I understand failure to return the shirts upon the severance of my employment will result in a \$14.00 deduction for each shirt from my final paycheck. Note: Part-time Employees will receive two shirts and Full-time Employees will receive 3 shirts.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**Driving Policy**

I acknowledge the driving policy has been reviewed and I agree to abide by all policies and rules. I understand **ONLY Managers and Assistant Managers are permitted to drive** or operate a motor vehicle and only during approved company business, such as making required bank deposits.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**Immediate Termination**

I understand the Theft, Job Abandonment, illegal drug use/alcohol misuse, and violations of the Code of Conduct are grounds for immediate termination for employment.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date