

# Harwood International Incorporated Associate Handbook



October 2020

## Welcome

Welcome to Harwood International Incorporated! We are delighted that you have chosen to join our organization and hope that you will enjoy a long and successful career with us. As you become familiar with our culture and mission, we hope you will take advantage of any and all opportunities to enhance your career and further Harwood's goals.

You are joining an organization that has a reputation for outstanding leadership, innovation and expertise. Our Associates use their creativity and talent to invent new solutions, meet new demands and offer the most effective services in the industry. With your active involvement, creativity and support, Harwood will continue to achieve its goals. We sincerely hope you will take pride in being an important part of Harwood's success.

Please take time to review the content contained in this handbook. If you have questions, feel free to ask your manager or contact the People + Culture Department.

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## Disclaimer

This Associate Handbook contains information about various employment policies and practices of Harwood International Incorporated ("Harwood"). The information provided in this Associate Handbook is not intended to be all-inclusive, in fact some of the subject matter may be discussed in brief.

**All Associates of Harwood are referred to as "Associate(s)" in this handbook unless specifically defined as Harwood Hospitality Group ("HHG") Associates or Corporate Associates.**

As an Associate, you are expected to read the Associate Handbook carefully as it is a valuable reference for understanding your job and expected performance. Harwood reserves the right to issue any revisions, modifications, deletions or additions to this Associate Handbook at any time. Any revisions, modifications, deletions or additions will be issued in writing and no oral statements or representations can change the provisions of this Associate Handbook. The provisions of this Associate Handbook are not intended to create a contract or contractual obligations with respect to any matter it covers. Nor is this Associate Handbook intended to create a contract guaranteeing you will be employed for any specific time period.

In accordance with applicable laws, Harwood retains the right to make all decisions within its discretion involving Associates, terms and conditions of employment, policies and practices, Associate benefits or other matters relating to its business in a manner that it deems appropriate and beneficial.

This Associate Handbook supersedes and replaces any and all prior Associate Handbooks and any inconsistent verbal or written policy statements on the subjects described within this Associate Handbook.

Harwood intends to comply fully with all applicable laws, including those relating to employment and labor practices. If any of the policies or practices described in this Associate Handbook are or become unlawful for any reason, the applicable law will be followed and such provision will be modified to comply with the applicable law. No policy or practice in this Associate Handbook is intended to prohibit Associate discussions about terms and conditions of employment or to prohibit Associates from engaging in concerted activities as allowed by applicable law.

## Harwood Culture Beliefs and Key Values

Our Culture Beliefs and Key Values are at the heart of what we do, no matter what job title or position in the company you hold.

### Culture Beliefs

#### Build Trust

I build mutual respect and trust through my words, actions, and attitude.

#### Talk Now

I communicate by listening and asking questions.

#### Unlock Potential

I creatively use experiences, processes, and solutions to efficiently achieve the defined results.

#### Succeed Together

I value each Associate and work with them to accomplish our shared goals.

#### Do It

I accept the accountability to provide solutions and to act on them to completion.

### Five Key Values

#### Enhance our **Reputation**

*We guard our reputation as an asset.*

#### Strengthen our **Relationships**

*Our success rests on strong relationships and long-lasting alliances.*

#### Positively impact our **Associates**

*We support each other to accomplish common goals, and we trust and respect each other.*

#### Improve operational **Effectiveness**

*We use the best tools to maximize efficiencies  
and apply the best-suited resources.*

#### Maintain **Financial Accountability and Profitability**

*We seek value on a win-win basis.*

PROPRIETARY AND CONFIDENTIAL INFORMATION OF HARWOOD INTERNATIONAL

## Code of Ethics

Harwood's reputation for integrity is its most valuable asset and is directly related to the conduct of its Associates. Therefore, Associates must never use their position with the company or any of its affiliates to advance personal interests or to obtain favors or benefits for personal gain.

Harwood adheres to the highest legal and ethical standards applicable in our business and all business is conducted in strict observance of all applicable laws.

- We believe in open and forthright transactions with our clients, tenants, vendors and all regulatory bodies.
- We are committed to providing our customers and tenants with reliable, timely, quality services building mutual trust and respect at the lowest reasonable cost.
- We believe in ethical conduct, teamwork, and mutual trust, full-time dedication in an atmosphere where communication is open, timely and consistent.
- We promote the opportunity to develop individual capabilities and empowerment.
- We believe in managing assets in an efficient, productive and economical manner that will ensure a fair return to our owners, clients and partners and promote their confidence.
- We believe in conducting business with suppliers in a fair, ethical, professional and timely manner affording those qualified a reasonable opportunity to participate.
- We are committed to fair competition.
- We are committed to the communities where our projects are located. We live, work and support community programs as well as economic development.
- We believe in honesty, not deliberately misleading or deceiving others and in supplying accurate information.
- We believe in keeping our promises and commitments in being reliable, and in meeting the expectations of others, and trustworthiness.
- We believe in fidelity to our company, clients, partners and colleagues.
- We believe in the confidentiality of facts entrusted to us and the protection of proprietary information of the company, its clients and tenants and not use this information gained as a result of our position for personal gain.
- We believe in the rule of law.
- We believe and thrive on excellence in performing our duties, in being well-informed and prepared in all areas of responsibility.
- We believe in maintaining and improving our reputation and morale. We are committed to helping build the company's good reputation and the morale of our colleagues.
- We are accountable and accept personal responsibility for the ethical quality of our decisions and omissions.

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## Employment at Will

Employment at Harwood is on an at-will basis unless otherwise stated in a written individual employment agreement signed by the Chief People Officer.

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

Nothing in this Associate handbook is intended to create an employment agreement, express or implied. Nothing contained in this or any other document provided to the Associate 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. In addition, no company representative is authorized to modify this policy for any Associate or to enter into any agreement, oral or written, that changes the at-will relationship.

Any salary figures provided to an Associate 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 Associate communications regarding wages, hours or other terms or conditions of employment. Harwood Associates have the right to engage in or refrain from such activities.



## Equal Opportunity and Commitment to Diversity

### Equal Opportunity

Harwood is an equal opportunity employer. All aspects of employment including the decision to hire, promote, discipline or discharge, will be based on merit, competence, performance and business needs. We do not discriminate on the basis of race, color, religion, marital status, age, national origin, ancestry, physical or mental disability, medical condition, pregnancy, genetic information, gender, sexual orientation, gender identity or expression, veteran status or any other status protected under federal, state or local law.

The company will not allow any form of retaliation against individuals who raise issues of equal employment opportunity.

Harwood prohibits any form of unlawful Associate harassment or discrimination based on any of the characteristics mentioned above. Any Associate with questions or concerns about equal employment opportunities or feel he or she has been subject to any such retaliation in the workplace should report these issues to the P+C Department. Complaints of discrimination should be filed according to the procedures described in the Complaint Procedure listed in the Handbook.

### Commitment to Diversity

Harwood is committed to creating and maintaining a workplace in which all Associates have an opportunity to participate and contribute to the success of the business and are valued for their skills, experience and unique perspectives. This commitment is embodied in the way we do business at Harwood and is an important principle of sound business management.

### Americans with Disabilities Act (ADA) and Reasonable Accommodation

Harwood is committed to complying fully with the Americans with Disabilities Act (ADA) and other applicable federal, state and local laws. Harwood is also committed to ensuring equal opportunity in employment for qualified persons with disabilities. Furthermore, it is Harwood's policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring advancement, discharge, compensation, training or conditions and privileges of employment.

### Harassment

Sexual and other unlawful harassment is a violation of Title VII of the Civil Rights Act of 1964 (Title VII), as amended, as well as many state laws. Harassment based on a characteristic protected by law, such as race, color, ancestry, national origin, gender, sex, sexual orientation, gender identity, marital status, religion, age, disability, veteran status or other characteristic protected by state or federal law, is prohibited.

It is Harwood's policy to provide a work environment free of sexual and other harassment. To that end, harassment of Harwood's Associates by management, supervisors, coworkers or non-Associates who are in the workplace is absolutely prohibited. Further, any retaliation against an individual who has complained about sexual or other harassment or retaliation against individuals for cooperating with an investigation of a harassment complaint is similarly unlawful and will not be tolerated. Harwood will take all steps necessary to prevent and eliminate unlawful harassment.

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**Definition of Unlawful Harassment.** “Unlawful harassment” is conduct that has the purpose or effect of creating an intimidating, hostile, or offensive work environment; has the purpose or effect of substantially and unreasonably interfering with an individual’s work performance; or otherwise adversely affects an individual’s employment opportunities because of the individual’s membership in a protected class.

Unlawful harassment includes, but is not limited to, epithets; slurs; jokes; pranks; innuendo; comments; written or graphic material; stereotyping; or other threatening, hostile, or intimidating acts based on race, color, ancestry, national origin, gender, sex, sexual orientation, marital status, religion, age, disability, veteran status, or other characteristic protected by state or federal law.

**Definition of Sexual Harassment.** While all forms of harassment are prohibited, special attention should be paid to sexual harassment. “Sexual harassment” is generally defined under both state and federal law as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature where:

- Submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of any individual’s employment or as a basis for employment decisions; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile, or offensive work environment

Other sexually oriented conduct, whether intended or not, that is unwelcome and has the effect of creating a work environment that is hostile, offensive, intimidating, or humiliating to workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct that, if unwelcome, may constitute sexual harassment depending on the totality of the circumstances, including the severity of the conduct and its pervasiveness:

- Unwanted sexual advances, whether they involve physical touching or not
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one’s sex life, comments about an individual’s body, comments about an individual’s sexual activity, deficiencies, or prowess
- Displaying sexually suggestive objects, pictures, or cartoons
- Unwelcome leering, whistling, brushing up against the body, sexual gestures, or suggestive or insulting comments
- Inquiries into one’s sexual experiences; *and*
- Discussion of one’s sexual activities

All Associates should take special note that, as stated above, retaliation against an individual who has complained about sexual harassment and retaliation against individuals for cooperating with an investigation of sexual harassment complaint is unlawful and will not be tolerated at Harwood.

## Complaint Procedure

Any Associate who believes he or she has been subject to or witnessed illegal discrimination, including sexual or other forms of unlawful harassment, is requested and encouraged to make a complaint. You may complain directly to your immediate manager or the P+C Department or any other member of management with whom you feel comfortable bringing such a complaint. Similarly, if you observe acts of discrimination toward or harassment of another Associate, you are requested and encouraged to report this to one of the individuals listed above.

No reprisal, retaliation or other adverse action will be taken against an Associate for making a complaint or report of discrimination or harassment or for assisting in the investigation of any such complaint or report. Any suspected retaliation or intimidation should be reported immediately to one of the persons identified above.

All complaints will be investigated promptly and, to the extent possible, with regard for confidentiality. If the investigation confirms conduct contrary to this policy has occurred, Harwood will take immediate, appropriate, corrective action, including discipline, up to and including immediate termination.

## Confidentiality Information

The protection of confidential business information and trade secrets is vital to the interests and success of Harwood. Confidential information is any and all information disclosed to or known by you because of employment with Harwood and any that is not generally known to people outside the company about its business.

All Associates of Harwood are expected to sign a Confidentiality Agreement asserting their commitment to maintain the confidentiality of all non-public confidential or proprietary company information, trade secrets or similar information at all times to include but not limited to: non-public, confidential or proprietary Associate information, client information, vendor information, partner information, affiliate information, financial structure, trade secrets, designs, plans, concepts, ideas, procedures, sales, funding or any other resources(s) Associated with Harwood, its Associated business or its affiliates whether spoken, written, texted, via voice mail or otherwise divulged or implied directly or indirectly.

An Associate who improperly uses or discloses trade secrets or confidential business information will be subject to disciplinary action up to and including termination of employment and legal action, even if he or she does not actually benefit from the disclosed information.

This provision is not intended to, and should not be interpreted to, prohibit Associates from discussing wages and other terms and conditions of employment if they so choose.

## Standards of Conduct

Harwood's Associates have an obligation to maintain Harwood's proper standard of conduct. If in doubt as to what action would be in line with Harwood's expectations for conduct, please refer to our company beliefs, key values, policies and procedures, your manager and/or the P+C Department.

If an Associate's behavior interferes with the operations of a department, corrective counseling and/or discipline measures will be taken. Progressive disciplinary action may include verbal or written warnings, up to termination of employment – dependent upon the level of the infraction and an assessment of all relevant factors and is at the discretion of the company.

The following conduct may result in discipline, up to and including termination of employment:

- Violation of company policies
- Theft or dishonesty
- Disrespectful conduct towards other Associates, management, customers, tenants, visitors or others
- Performing outside work using company resources, property or time
- Unauthorized use of company equipment or facilities
- Falsifying or misuse of company paid time
- Poor attendance or poor performance

These examples are not all inclusive and other actions or conduct not specifically listed may result in discipline or discharge as well. Disciplinary and discharge decisions will be based on an assessment of all relevant factors and is subject to the discretion of the company.

## Employment Relationship

### Classification

In order to determine eligibility for benefits and overtime status and ensure compliance with federal and state laws and regulations, Harwood classifies its Associates as shown below. Please refer to your job description and or offer letter to determine your Associate classification. Harwood may review or change Associate classifications at any time.

### Corporate Associates

- **Exempt:** Associates are paid on a salaried basis and are **not** eligible to receive overtime pay.
- **Non-exempt:** Associates are paid on an hourly basis and **are** eligible to receive overtime pay.
- **HHG exempt:** Associates are paid on a salaried basis and are **not** eligible to receive overtime pay.

### HHG Hourly Associates

- **Non-exempt:** Associates are paid on an hourly basis and **are** eligible to receive overtime pay.

### The Probationary Period

When an Associate begins employment with Harwood as a classified Associate (exempt, non-exempt), he or she is required to satisfactorily complete a 60-day probationary period. This time is designed to allow ample opportunity for both the Associate and Harwood to assure the job is a good match. Probationary Associates may be evaluated anytime during the 60-day period. Managers are expected to notify Associate in writing when they have satisfactorily completed the 60-day probationary period.

After 60 days of employment if the Associate's work is unsatisfactory, a decision may be made to terminate. Even if an Associate receives a satisfactory evaluation, he or she is subject to termination if performance declines following the evaluation. Probationary Associates are employed **at-will**, i.e. they can be terminated at any time if management determines they are not suited for the job.

If an Associate transfers from one entity or position in Harwood to another, they may be required to complete a new probationary period. Managers and probationary Associates should be communicating frequently regarding performance. Appropriate training, coaching and follow-up are keys to the success of new staff.

### Time Records

All non-exempt Associates are required to complete accurate weekly time reports showing all time worked. These records are required by governmental regulations and are used to calculate regular and overtime pay.

## Overtime

It is the practice of Harwood to accurately compensate Associates and to do so in compliance with all applicable state and federal laws.

Time worked over 40 hours in a work week will be considered overtime hours. Compensation for overtime hours is paid at the rate of 1½ times the Associate's hourly rate. Paid Time Off (PTO), holiday pay or any other form of paid time off is not counted for purposes of calculating overtime. Harwood requires that all overtime be approved in advance by the Associate's manager. Associates must accurately record all times worked.

Non-exempt Associates who inaccurately record their time, alter time worked by another Associate or otherwise conceal any falsification of time records are subject to corrective action up to and including termination of employment. This applies to both the Associate altering the hours and the Associate allowing it to occur.

## Pay Periods

Please refer to your offer letter to determine the pay period for your position. The P+C Department will provide a current pay schedule upon request.

We highly recommend all Associates participate in our direct deposit option.

## Deductions

Harwood is required by law to make certain deductions each pay period. Such deductions typically include federal, state and social security taxes. Depending on the state in which you are employed and the benefits you choose, there may be additional deductions.

If an Associate believes that an improper deduction has been taken from his or her pay, the Associate should immediately notify the P+C Department for assistance.

## Associate ID Badges

As a part of our security system, a Harwood ID Badge with your name and photo will be issued to all Corporate Associates upon your first week of employment. The ID Badge is your electronic key to print documents, enter the building and other secured areas as needed and must be presented to receive your Associate discount at all Harwood concepts.

Lost or stolen cards should be reported to security as soon as possible and a new ID Badge is required.

Upon termination, Associates will be required to return all badges to P+C Department.

- **Replacement ID Badge Fee: \$20** (this fee is applicable for all reasons other than wear and tear)

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## **Garnishments and Child Support**

When an Associate's wages are garnished by a court order, Harwood is legally bound to withhold the amount or percentage indicated in the garnishment order. If an Associate is bound by an agreement or otherwise owes money to Harwood, the Company reserves the right to garnish wages and/or final paychecks in accordance with these agreements and with federal and state laws.

## **Employment of Relatives and Personal Relationships**

Harwood strives to provide a work environment that is collegial, respectful and productive. An Associate who is involved in a personal relationship with another Associate may not work directly for or supervise the Associate with whom he or she is involved. Relatives and domestic partners may be hired by the company if the persons concerned will not work in a direct supervisory relationship.

## **Background Checks**

Background checks are required for all new hires, rehires and in some cases, internal transfers and promotions. If an Associate's original background check does not meet the requirements for the position he or she is transferring or being promoted to, then a new background check will be required.

Background checks may include criminal and credit checks as well as education, employment history and reference checks. Although certain background checks may be required of all individuals before hire, Harwood reserves the right to conduct background checks on active Associates at any time during employment within legally approved standards. Harwood complies with all rules of the Fair Credit Reporting Act.

Harwood expects honesty from its Associates as well as job applicants. Disclosure of criminal convictions is required during the background check process. Harwood requires Associates to notify the P+C Department any criminal conviction within 30 days of conviction for a felony or misdemeanor that occurs after their hire date and during their employment with Harwood. Failure to do so may result in corrective action up to and including termination of employment and ineligibility for rehire.

## **Immigration Reform and Control Act**

In compliance with the federal Immigration Reform and Control Act of 1986 (IRCA) as amended, and all federal and state law requirements, Harwood is committed to employing only individuals who are authorized to work in the United States.

As a condition of employment, each new Associate must complete the Employment Eligibility Verification form (I-9) and present current, legal documents which establish identity and employment eligibility. Harwood reserves the right to electronically verify all documentation provided and deny employment based upon the inability to confirm right to work documentation.

If an Associate is authorized to work in the United States for a limited time period, the individual will be required to submit proof to the P+C Department of renewed employment eligibility (as required by law).

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Proof of renewed eligibility must be received prior to the expiration of the current period in order to remain employed.

### **Separation from Employment**

Harwood requires Associates to give a fourteen (14) day notice prior to termination of employment. A written notice must be delivered to the Associate's Manager and the P+C Department at least ten working days prior to last day worked. At Harwood's election, the Associate may be released immediately upon Harwood's receipt of Associate's notice to terminate employment. If required action is followed and Harwood chooses to terminate immediately, Associate will be paid for the remainder of the notice period.

PTO and/or Dallas Sick Leave is never paid out upon termination of employment.

## Workplace Safety

### Commitment to Safety

Protecting the safety of our Associates and visitors is the most important aspect of running our business. All Associates have the opportunity and responsibility to contribute to a safe work environment by using common-sense rules and safe practices. Associates are encouraged to partner with management to ensure maximum safety for all.

### Drug-Free and Alcohol-Free Workplace

Harwood is a drug-free and alcohol-free work environment that is safe and productive for Associates and others outside of the company.

The unlawful use, possession, purchase, sale, distribution or being under the influence of any illegal drug and/or the misuse of illegal drugs while on company/client premises or while performing services for the company is strictly prohibited. Harwood also prohibits reporting to work or performing services under the influence of alcohol, consuming alcohol while on duty or during work hours unless approved by senior management or ownership. Harwood prohibits off-premise abuse of alcohol and controlled substances, as well as the possession, use or sale of illegal drugs, when these activities adversely affect job performance, job safety or the company's reputation in the community.

If you choose to consume alcoholic beverages on Harwood property during non-work hours, Associates must be wearing street clothes and not in a Harwood uniform. Only Associates of legal drinking age may purchase and consume alcoholic beverages in Harwood venues when off work and must adhere to the same rules as other guests. Associates must have a valid form of ID that must be produced upon request and limit their consumption to the point where they do not become visibly intoxicated or unsafe in any way to themselves or others.

**HHG Hourly Associates** are prohibited from drinking alcoholic beverages at any time on or within the premises of their own restaurant(s)/venue(s) unless approved in advance by senior management or ownership. HHG Hourly Associates may not sit at the bar and must abide by the three-drink maximum rule. After a shift, Associates should not return back to their venue, with uniform or street clothes. You may not drink in uniform at any Harwood venue or outside of the Harwood District. There is absolutely no drinking before or during a shift. Tastings for training/educational purposes are allowed but must be approved by a manager.

Any Associate found to have violated these guidelines may be subject to disciplinary action, up to and including termination of employment.

## Smoke-Free Workplace

Smoking is not allowed in company buildings or work areas at any time. "Smoking" includes the use of any tobacco products (including chewing tobacco), electronic smoking devices and e-cigarettes.

Smoking is only permitted during break times in designated outdoor areas. Associates using these areas are expected to dispose of any smoking debris safely, properly and should not litter on Harwood property.

## Workplace Violence Prevention

Harwood is committed to providing a safe, violence-free workplace for our Associates and does not tolerate any workplace violence.

Associates are prohibited from making threats or engaging in violent activities. This list of behaviors provides examples of conduct that are prohibited:

- Causing physical injury to another person
- Making threatening remarks
- Displaying aggressive behavior that creates a reasonable fear of injury to another person
- Intentionally damaging employer property or property of another Associate
- Possessing a weapon while on company property or while on company business
- Committing acts motivated by or related to, sexual harassment or domestic violence

In the event of an emergency, notify the appropriate emergency personnel by dialing 9 for an outside line, then dial **Command Center Landline: 214-922-0124 or Cell: 469-853-3696** or 911 for medical emergency.

## Workplace Guidelines

### Attendance

Harwood's general business hours are Monday-Friday, 8:30am-5:30pm. Based on your particular role, your hours may vary. Please work with your manager to determine your specific schedule.

If an Associate is unable to arrive at work on time or will be absent for an entire day, the Associate must contact his or her manager as soon as possible. Excessive absenteeism or tardiness will result in discipline up to and including termination. If an Associate fails to report to work or call in to inform their manager of an absence for two consecutive days, the Associate will be terminated.

### Inclement Weather

Harwood will remain open during most periods of inclement weather; however, where extraordinary circumstances warrant, Harwood will send notification of delays or closures to all Associates as soon as possible.

### Job Performance and Reviews

Your performance review is important to Harwood and provides the basis for better understanding between you and your manager. The Company will strive to perform annual performance reviews for Associates. However, the Company will continuously monitor performance to make sure Associates are performing their duties and responsibilities in a manner that is acceptable. If at any time Associates have concerns about their performance expectations, the Associate should meet with his or her manager to discuss their concerns.

### Secondary Employment

Associates are permitted to work a second job if it does not interfere with their job performance at Harwood or interfere with their assigned schedules. A second job will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early or refusal to travel.

If an Associate's outside employment presents a conflict of interest or has any potential for negative impact on Harwood, the Associate will be asked to terminate the outside employment. **Associates are required to notify their manager if a secondary employment exists.**

If secondary employment causes or contributes to job-related problems, it must be discontinued or the Associate may be subject to disciplinary action, up to and including termination.

### Public Relations

Associates are asked to refer all media inquiries to the Director of Marketing. The Director of Marketing will address all media inquiries. This does not prohibit Associates from communicating with the media or other third parties about their terms and conditions of employment or labor disputes as allowed by applicable law.

Associates should reflect on Harwood's Culture Beliefs and Key Values to drive decisions when representing Harwood.

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## Computers, Internet, Email and Other Resources

Electronic communication devices provided by Harwood to Associates are intended to provide a means of communicating the Company's business information to and between Associates, guests, clients, tenants and vendors via e-mail, phone and the internet. The internet and Harwood's e-mail or IP address(es) should generally be used only for business communication and Associates should assume no right to privacy in the information sent, transmitted, received or stored on any company electronic communication devices provided to Associates or relating to their work for the company.

Occasional personal use of computers or other electronic communication devices provided by the Company is acceptable, but the Company reserves the right to determine if the usage is excessive or inappropriate and will discipline Associates who it determines have misused these devices.

All Harwood e-mail, voice mail or other correspondence on electronic communication devices provided by Harwood is the property of the company and can/will be accessed, reviewed or otherwise made available to the Company or third parties as needed/required by Harwood or as the company deems appropriate, with or without notice to Associates.

- Business information requiring immediate distribution can be placed on e-mail.
- Personal communication between Associates and customers, competitors, and business partners should be done in compliance with all other policies of the company.
- Computers and other electronic devices should be used primarily for company business and Harwood reserves the right of access and review of any contents and usage on work computers or other electronic communication devices supplied by Harwood with or without notice.
- All business-related files should be saved to a corporate maintained network drive or cloud storage account.
- To eliminate/minimize virus transmittal, all laptop/iPad users syncing personal and Harwood equipment should save all personal items such as music, photos, etc. to a jump drive.
- To maintain Harwood's bandwidth, Associates are prohibited from loading, accessing or using live stream radio or video on company computer equipment.
- Associates should not use cell phones or text while driving, unless allowed by law and only if the usage of the cell phone or other electronic communication device can be done safely without danger to the Associate or others, and in California, in accordance with the "hands-free" law.
- Associates should never communicate any opinion or fact as a representative of Harwood unless specifically authorized.

## Workspace Guidelines

Good work habits are essential for successful job performance. Associates are expected to keep their place of work organized and in good order. Whenever a desk is unoccupied for a period of time, the following actions should be taken:

- Sensitive and confidential paperwork must be removed or locked in a drawer or filing cabinet
- Wastepaper which contains sensitive or confidential information must be placed in the designated confidential waste bins
- Computer workstations must be locked
- Laptops, tablets and other hardware devices must be removed or locked in a drawer or filing cabinet
- Keys for accessing drawers or filing cabinets should not be left unattended

Any Associate found to have violated these guidelines may be subject to disciplinary action, up to and including termination of employment.

## Accommodations

- Nursing Parents
- Religious Practices

In recognition of the needs of nursing parents and religious practices, Harwood provides encouragement and support in the workplace. Please speak to the P+C Department regarding arrangements required

# ADDENDUMS

## 1. Disciplinary Procedure

Associates of the company are expected to adhere to certain guidelines and procedures that have been established to protect the well-being of our Associates and guests. Associates who fail to comply with the requirements of this Handbook or to adhere to established rules and procedures may receive disciplinary action up to and including termination. This disciplinary action is intended to remind Associates of the importance of their role in creating an environment of excellence.

Disciplinary action may include but is not limited to verbal or written warnings, suspension with or without pay, termination after investigation or immediate termination and/or referral to legal counsel or law enforcement. Disciplinary action will be based on an assessment of the seriousness of the offense; there is no guarantee that an Associate will be subject to escalated discipline, and (as appropriate) may be terminated for an initial violation of company policy. Disciplinary action may be applied for specific unacceptable behavior, for repeated violations of the same guidelines, and for violations of a general nature, such as attendance/punctuality issues, work performance problems, unwillingness to follow health and safety standards and other more severe disciplinary problems.

Harwood's disciplinary process has four levels with increasing consequences. These steps are:

1. Verbal Warning/ Documented Discussion
2. Written Warning
3. Final Written Warning
4. Termination

All four steps are official and documented by managers. The P+C department must also keep records of the process by placing documented discussion and written warnings in Associate personnel files.

This policy is meant to provide general guidelines. Our company reserves the right to treat circumstances in a different way from that described in this policy.



## 2. Time Off

### 2.1 Holidays

Harwood observes the following holidays during each year. Unless the department/venue is open for business on the holiday in question, Corporate Associates are eligible for paid holiday time:

- New Year's Day
- Martin Luther King Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

Any additional holidays will be designated by the company at start of each calendar year.

If one of these holidays falls on a Sunday, it will be observed on the following Monday. If the holiday falls on a Saturday, the company will select either the following Monday or the preceding Friday as a substitute holiday.

## 2.2 Paid Time Off (PTO)

At Harwood we strive to provide Associates with flexible paid time off from work that can be used for such needs as vacation, personal business, illness or family illness, doctor appointments, school, volunteerism and other activities of the Associate's choice. PTO is offered to all Corporate Associates.

- PTO is accrued in hourly increments during a given pay period on a bi-weekly or semi-monthly basis depending on your job role and classification. Each Associate's accrued hours will be visible per pay period through the Human Resources Information System.
- Accrual increments and maximum number of accrued hours per calendar year are based on role and length of service. Once the accrual maximum is reached for the calendar year, no additional PTO may be accrued that year.
- PTO time is not accrued during periods of unpaid leave, short-term or long-term disability leave or workers' compensation leave (unless legislated).
- An Associate may carry up to a total of 40 hours of unused accrued PTO over from one calendar year into the next calendar year to be used by March 31 or it is forfeited.

For all Corporate Associates hired prior to October 1, 2020 there will be no change to your existing PTO.

Associates Hired Prior to Oct. 1 <sup>st</sup> 2020	
Accrual Per Year	PTO Days
0-2 years	20 days
3-5 years	22 days
6+ years	25 days

For all Corporate Associates hired after October 1, 2020, please reference below current PTO.

Director and above	
Accrual Per Year	PTO Days
0-2 years	20 days
3-5 years	22 days
6+ years	25 days

Manager and below	
Accrual Per Year	PTO Days
0-2 years	15 days
3-5 years	17 days
6+ years	20 days

Hourly Associates (HI non-exempt)	
Accrual Per Year	PTO Days
0-2 years	10 days
3-5 years	12 days
6+ years	15 days

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## 2.3 Dallas Sick Leave

The Dallas Sick Leave is for Associates who do not accrue paid time off.

Associates qualifying for Dallas Sick Leave:

- Earn 1 hour of paid sick time for every 30 hours worked
- Can accrue a maximum of 64 hours in a calendar year
- May roll over no more than 64 hours from one calendar year to the next calendar year
- Maximum balance may not exceed 64 hours

Earned Paid Sick Time is paid time off work for:

- An Associates physical or mental illness, physical injury, health condition, preventative medical or preventative health care
- An Associates need to care for a family member's physical or mental illness, physical injury, health condition, preventative medical or preventative health care
- An Associates or family member's need to seek medical attention, seek relocation, obtain services of victim services organization or participate in legal or court ordered action related to an incident of victimization from domestic abuse, sexual assault or stalking

### 3. Leave of Absence

Harwood recognizes that, on occasion, Associates may need time away from work due to compelling medical or personal reasons. A leave of absence (LOA) is defined as a paid or unpaid approved absence from work for a specified period of time for medical, parental, military or personal reasons. (See each LOA category below for a more complete definition of each type of LOA.)

Harwood complies with all requirements of the Family Medical Leave Act (FMLA) and Uniform Services and Employment and Reemployment Rights Act (USERRA). An Associate may be eligible for leave under the Americans with Disabilities Act (ADA), FMLA Leave Policy and/or Military Leave of Absence Policy (or as set out in the addendum for California Associates and Associates). When an Associate is eligible for leave under the ADA, FMLA and/or Military Leave Policy, the rules of those policies will supersede.

Harwood requires Associates to exhaust any accrued paid time off concurrently with a Leave of Absence except when it interferes with any Paid Leave of Absence such as, Short-Term Disability, Long-Term Disability or Paid Parental Leave.

Harwood will continue to pay its portion of the cost of the Associate's benefits, including health, dental, life and disability insurance benefits. The Associate's portion of their benefits will be deducted from their paycheck accordingly, while an Associate is on approved LOA. Depending on an Associate's leave classification the Associate may be responsible to pay the full cost of benefits, which includes both the Associate's portion and the employer portion.

#### Governing Laws and Regulations

- [The Family and Medical Leave Act](#), 1993 (United States of America) describes the minimum requirements for family and medical work absences, military leave absences in the United States of America.
- [The United States Department of Labor](#) (United States of America) holds the policies surrounding absences of all kinds.
- The Uniformed Services Employment and Reemployment Rights Act (USERRA)

### 3.1 Family Medical Leave (FMLA)

Family and Medical Leave (FMLA) Policy Harwood will provide Family and Medical Leave to its eligible Associates. The function of this policy is to provide Associates with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, Associates will be afforded all rights required by law. If you have any questions, concerns or dispute with this policy, please contact the P+C Department immediately.

#### General Provisions

Under this policy, Harwood 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 Associates. 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 Associate must meet all of the following conditions. The Associate:

- Must have worked for the company for a minimum of 12 months or 52 weeks.
- Must have worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave. The 1,250 hours do not include time spent on paid or unpaid leave. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test under FMLA.
- Must work in a worksite where 50 or more Associates are employed by the company within 75 miles of that office or worksite. 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 Associate 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 the newly placed child.
- To care for a spouse, child or parent with a serious health condition (described below).
- The serious health condition (described below) of the Associate.

An Associate may take leave because of a serious health condition that makes the Associate unable to perform the functions of the Associate'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 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

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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. Associates with questions about what illnesses are covered under this FMLA policy or under the company's sick leave policy are encouraged to consult with the Director of People and Culture. If an Associate takes paid sick leave for a condition that progresses into a serious health condition and the Associate 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 Associate whose spouse, son, daughter or parent either 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:

- Short-notice deployment
- Military events and activities
- Childcare and school activities
- Financial and legal arrangements
- Counseling
- Rest and recuperation
- Post-deployment activities, and
- Additional activities that arise out of active duty, provided that the employer and Associate agree, including agreement on timing and duration of the leave.

Eligible Associates are entitled to FMLA leave to care for a current member of the Armed Forces, including a member of the National Guard or Reserves, or a member of the Armed Forces, the National Guard or Reserves who is on the temporary disability retired list, who has a serious injury or illness incurred in the line of duty on active duty for which he or she is undergoing medical treatment, recuperation, or therapy; or otherwise in outpatient status; or otherwise on the temporary disability retired list. Eligible Associates may not take leave under this provision to care for former members of the Armed Forces, former members of the National Guard and Reserves, and members on the permanent disability retired list.

In order to care for a covered service member, an eligible Associate must be the spouse, son, daughter, or parent, or next of kin of a covered service member.

- A "son or daughter of a covered service member" means the covered service member's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered service member stood in loco parentis, and who is of any age.
- A "parent of a covered service member" means a covered service member's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered service member. This term does not include parents "in law."
- Under the FMLA, a "spouse" means a husband or wife, including those in same-sex marriages, which were made legal in all 50 United States as of June 26, 2015.

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- The “next of kin of a covered service member” is the nearest blood relative, other than the covered service member's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered service member, all such family members shall be considered the covered service member's next of kin and may take FMLA leave to provide care to the covered service member, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered service member's only next of kin. For example, if a covered service member has three siblings and has not designated a blood relative to provide care, all three siblings would be considered the covered service member's next of kin. Alternatively, where a covered service member has a sibling(s) and designates a cousin as his or her next of kin for FMLA purposes, then only the designated cousin is eligible as the covered service member's next of kin. An employer is permitted to require an Associate to provide confirmation of covered family relationship to the covered service member pursuant to § 825.122

The term “covered active duty” means:

- “Covered active duty” for members of a regular component of the Armed Forces means duty during deployment of the member with the Armed Forces to a foreign country.
- Covered active duty or call to covered active duty status in the case of a member of the Reserve components of the Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation, in accordance with 29 CR 825.102. 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 Associate's 12-week maximum of FMLA leave in a 12-month period.

An Associate 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, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
- 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 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

The term “serious injury or illness means:

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- In the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in 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; and
- 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, means a qualifying (as defined by the Secretary of Labor) injury or illness incurred by a covered service member in the line of duty on active duty that may render the service member medically unfit to perform the duties of his or her office, grade, rank or rating.
- Outpatient status, with respect to a covered service member, means the status of a member of the Armed Forces assigned to either a military medical treatment facility as an outpatient; or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

### **Amount of Leave**

An eligible Associate can take up to 12 weeks for the FMLA circumstances (1) through (5) above 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 Associate uses any leave under this policy. Each time an Associate takes leave, the company will compute the amount of leave the Associate 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 the Associate is entitled to take at that time.

An eligible Associate can take up to 26 weeks for the FMLA circumstance (6) above (military caregiver leave) 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 wish 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.

### **Associate Status and Benefits During Leave**

While an Associate is on leave, the company will continue the Associate's health benefits during the leave period at the same level and under the same conditions as if the Associate had continued to work. 22 If the Associate chooses not to return to work for reasons other than a continued serious health condition of the Associate or the Associate's family member or a circumstance beyond the Associate's control, the company may require the Associate to reimburse the company the amount it paid for the Associate's health insurance premium during the leave period.

Under current company policy, the Associate pays a portion of the health care premium. While on paid leave, the employer will continue to make payroll deductions to collect the Associate's share of the premium. While on unpaid leave, the Associate must continue to make this payment, either in person or by mail. The



payment must be received by the P+C Department by the last day of each month. If the payment is more than 30 days late, the Associate's health care coverage may be dropped for the duration of the leave.

The employer will provide 15 days' notification prior to the Associate's loss of coverage.

The employer will continue to contribute to both the employer paid life insurance and long term disability policy while the Associate is on paid leave and, if the Associate contributes to a supplemental life insurance plan, the employer will continue making payroll deductions while the Associate is on paid leave and the amount owed to the employer will be added to the bill for the Associate's portion of their health care premium. If the Associate's health care coverage is dropped for late payment over 30 days while on unpaid leave, however, both the company paid life insurance and long term disability will be dropped at the same time as the health care plans. If this occurs, the company paid group plans will not begin again until the Associate returns to work in a benefit eligible status. If the Associate's health care coverage is dropped for late payment over 30 days while on unpaid leave, the Associate may request continuation of the Associate paid supplemental life insurance / AD&D policy, however it is up to each Associate to work with the carrier to maintain these benefits, if they choose, if their benefit plans are cancelled due to non-payment while on unpaid Leave of Absence.

### **Associate Status After Leave**

An Associate who takes leave under this policy may be asked to provide a fitness for duty (FFD) clearance from the health care provider prior to returning to work. This requirement will be included in the employer's response to the FMLA request. Generally, an Associate who takes FMLA leave will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The position will be the same or one which is virtually identical in terms of pay, benefits and working conditions. The company may choose to exempt certain key Associates from this requirement and not return them to the same or similar position.

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

An Associate who is taking FMLA leave because of their own serious health condition or the serious health condition of a family member must use all paid vacation, personal or sick leave prior to being eligible for unpaid leave. Sick leave may be run concurrently with FMLA leave if the reason for the FMLA leave is covered by the established sick leave policy.

Disability leave for the birth of the child and for an Associate'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. For example, if an employer provides six weeks of pregnancy disability leave, the six weeks will be designated as FMLA leave and counted toward the Associate's 12-week entitlement. The Associate may then be required to substitute accrued (or earned) paid leave as appropriate before being eligible for unpaid leave for what remains of the 12-week entitlement. An Associate who is taking leave for the adoption or foster care of a child must use all paid vacation, personal or family leave prior to being eligible for unpaid leave.

An Associate who is using military FMLA leave for a qualifying exigency must use all paid vacation and personal leave prior to being eligible for unpaid leave. An Associate using FMLA military caregiver leave must also use all paid vacation, personal leave or sick leave (as long as the reason for the absence is covered by the company's sick leave policy) prior to being eligible for unpaid leave.

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

The Associate 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).

The company may temporarily transfer an Associate to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances of when leave for the Associate or Associate's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care.

For the birth, adoption or foster care of a child, the company and the Associate must mutually agree to the schedule before the Associate may take the leave intermittently or work a reduced hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child. If the Associate is taking leave for a serious health condition or because of the serious health condition of a family member, the Associate should try to reach agreement with the company before taking intermittent leave or working a reduced hour schedule. If this is not possible, then the Associate must prove that the use of the leave is medically necessary.

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

The company will require medical certification for the Associate's serious health condition. The Associate 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. Medical certification will be provided using the DOL Certification of Health Care Provider for Associate's Serious Health Condition.

The company may directly contact the Associate's health care provider for verification or clarification purposes using a health care professional, an HR professional, leave administrator or management official.

The company will not use the Associate's direct supervisor for this contact. Before the company makes this direct contact with the health care provider, the Associate will be given an opportunity to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rules, the company will obtain the Associate's permission for clarification of individually identifiable health information.

The company has the right to ask for a second opinion if it has reason to doubt the certification. The company will pay for the Associate to get a certification from a second doctor, which the company will select. The company may deny FMLA leave to an Associate who refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If necessary, to resolve a conflict between the original certification and the second opinion, the company will require the opinion of a third doctor. The company and the Associate will mutually select the third doctor, and the company will pay for the opinion. This third opinion will be considered final. The Associate will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

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

The company will require medical certification for the family member's serious health condition. The Associate 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. Medical certification will be provided using the DOL Certification of Health Care Provider for Family Member's Serious Health Condition.

The company may directly contact the Associate's family member's health care provider for verification or clarification purposes using a health care professional, an HR professional, leave administrator or management official. The company will not use the Associate's direct supervisor for this contact. Before the company makes this direct contact with the health care provider, the Associate will be given an opportunity to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rules, the company will obtain the Associate's family member's permission for clarification of individually identifiable health information.

The company has the right to ask for a second opinion if it has reason to doubt the certification. The company will pay for the Associate's family member to get a certification from a second doctor, which the company will select. The company may deny FMLA leave to an Associate whose family member refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If necessary, to resolve a conflict between the original certification and the second opinion, the company will require the opinion of a third doctor. The company and the Associate will mutually select the third doctor, and the company will pay for the opinion. This third opinion will be considered final. The Associate will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

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

The company will require certification of the qualifying exigency for military family leave. The Associate 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. This certification will be provided using the DOL Certification of Qualifying Exigency for Military Family 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 Associate 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. This certification will be provided using the DOL Certification for Serious Injury or Illness of Covered Service member.

### **Recertification**

The company may request recertification for the serious health condition of the Associate or the Associate's family member no more frequently than every 30 days unless circumstances have changed significantly, or if the employer receives information casting doubt on the reason given for the absence, or if the Associate seeks an extension of his or her leave. Otherwise, the company may request recertification for the serious health condition of the Associate or the Associate's family member every six months in connection with an FMLA absence. The company may provide the Associate's health care provider with the Associate's

attendance records and ask whether need for leave is consistent with the Associate's serious health condition.

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

All Associates requesting FMLA leave must provide verbal or written notice of the need for the leave to the HR manager. Within five business days after the Associate has provided this notice, the P+C Department will complete and provide the Associate with the DOL Notice of Eligibility and Rights.

When the need for the leave is foreseeable, the Associate must provide the employer with at least 30 days' notice. When an Associate becomes aware of a need for FMLA leave less than 30 days in advance, they 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 Associate must comply with the company's usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances.

### **Designation of FMLA Leave**

Within five business days after the Associate has submitted the appropriate certification form, the P+C Department will complete and provide the Associate with a written response to the Associate's request for FMLA leave using the DOL Designation Notice. P. Intent to Return to Work From FMLA Leave On a basis that does not discriminate against Associates on FMLA leave, the company may require an Associate on FMLA leave to report periodically on their status and intent to return to work. Approval of FMLA is contingent upon the Associate intending to return to work after the leave.

### 3.2 Non-FMLA Leave

Associates that do not qualify for FMLA leave may apply for Non-FMLA leave if the Associate is eligible for the corporate benefit program. Eligible Associates must have least three months of consecutive service. [Do we want to add a note that Associate must be employed for at least three months.]

- A Non-FMLA leave is considered a Non-FMLA leave when the absence concedes three (3) days or more.
- Associates do not accrue paid time off (PTO) while on personal or unpaid medical leave of absence status.
- Associate health benefits will be continued in the same manner as received prior to the leave, but the Associate will be expected to remit payment for the Associate's portion of the health insurance premium prior to departing for unpaid medical leave, and in an amount equivalent to the expected period of absence.
- Unpaid medical leaves are limited to eight (8) weeks.

#### Procedure for applying for Non-FMLA Leave:

- Requests for MLA must be made in writing on the Leave of Absence Request form 30 days in advance if possible, to the P+C Department representative and indicate the reason and the length of leave requested.
- If medical treatments or other events are planned or known in advance. If the leave of absence is not foreseeable, the Associate must provide notice as soon as practicable.
- Physician certifications supporting the need for an MLA are required within 14 days of the date of request or as soon as practicable for medical and some parental LOAs. For an extension of a medical leave of absence, recertification is required. Recertification may also be required in other circumstances. Certification of Healthcare Provider forms and Leave of Absence Forms may be obtained from the P+C Department.
- Harwood reserves the right to restrict leaves or the duration of a leave if the leave will cause an undue hardship on business or any departmental operation. In emergency circumstances, an Associate may submit a request for leave under this policy without supporting documentation. However, undocumented leave requests may result in absences being classified as unexcused which may result in termination or job abandonment.
- Due to the varying leaves covered under this policy, verification of need for leave may be provided through a multitude of sources. Examples include medical certification, childbirth, or adoption papers, court documentation for criminal proceedings, military orders for induction or long-term deployment, insurance company documentation, physician documentation of necessity for medical care or disability, etc.
- The P+C Department shall review and act upon a request for unpaid medical or personal leave in consideration of the following factors:
  - The purpose for which the leave is requested.
  - The length of time the Associate will be away.
  - The effect the leave will have on the ability of the department to carry out its responsibilities.

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**Procedure for returning Non-FMLA leave:**

- An Associate who has been granted a Non-FMLA leave shall give the P+C Department reasonable notification of his or her intent to return to work at least two (2) weeks prior to the return date.
- Associate must provide medical certification that he or she is able to return to work.
- If there are any limitations, then the P+C Department may engage in the interactive process under ADA.
- Upon receiving notification of the Associate's availability, the manager or department head will arrange to have the Associate resume his or her previous position, if available.
- Non-FMLA leaves may not receive approval if the leave will cause an undue hardship on the business or department due to the nature of the Associate's position.

### 3.3 Military Leave

Harwood is committed to protecting the job rights of Associates absent on military leave. In accordance with federal and state law and the Uniformed Services Employment and Reemployment Rights Act ("USERRA"), Associates may be entitled to certain rights and benefits, and may have certain obligations, related to service in the uniformed services pursuant to the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") or related state laws. It is the company's intent to comply with the requirements in USERRA and similar state laws with respect to leaves of absence, continuation of health coverage, reemployment, disabilities incurred or aggravated during uniformed service, non-discrimination and non-retaliation, and other covered matters. Specifically, the company will not deny employment, reemployment, retention in employment, promotion, or any benefit of employment to an individual due to uniformed service and will not tolerate discrimination or retaliation due to uniformed service.

Associates should notify the P+C Department of any need for leave to perform service in the uniformed services as far in advance as possible. Associates are asked to provide a copy of applicable orders or similar documentation to ensure continued business operations during absences.

Corporate Associates may receive up to four weeks of paid military leave in a twelve-month period at regular rate of pay. Associates may elect to use any accrued but unused paid time off for military leave that exceeds four weeks.

Associates should speak to the P+C Department concerning any questions regarding military leave.

### 3.4 Maternity, Paternity and Parental Leave

Harwood offers Maternity, Paternity or Parental Leave to all Corporate Associates who qualify for the benefit program and meet the eligibility criteria below. This policy will run concurrently with the Family Medical Leave Act (FMLA).

This leave will be applicable to Associates who experience any of the following events:

- A parent who has given birth to a child biologically;
- A parent who has a child via surrogacy;
- A spouse or domestic partner of a woman who has given birth to a child, or;
- A parent of a legally adopted child (excluding adoptions through marriage)
- If you foster a child

Eligible Associates must meet the following criteria:

- Associate must be in good standing with Harwood when leave benefits commence.
- Associate must have worked for a Harwood entity for at least 12 months or 52 weeks.
- Associate must have worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave. These 1,250 hours do not include time spent on paid or unpaid leave.

#### Timeframe of Parental Leave

- Eligible Associates will receive two weeks of paid leave. These two weeks will be recognized as bonding time for the parent of the child.
- An additional six paid weeks will be allowed for a parent who has given birth to a child biologically.
- Associates may use this parental leave only one time a year, with a 12-month look-back period.
- Associates who are eligible for FMLA leave must combine the paid portion of leave with the 12-week FMLA, as the leave and FMLA will run concurrently.
- Parental leave should be taken within three months of the life event.

Requests for parental leave must be made in writing to the P+C Department and indicate the reason and the length of leave requested.



### 3.5 Bereavement Leave

All Harwood Corporate Associates may take up to three days of paid bereavement leave upon the death of a member of their immediate family. "Immediate family members" are defined as:

- Spouse
- Parents
- Children / Stepchildren
- Siblings
- Grandparents
- Mother-in-Law
- Father-in-Law

Bereavement leave will be paid at the Corporate Associate's base salary, for a maximum of eight hours per day. Harwood may require verification of the need for the leave. The Associate's manager and P+C Department will consider this time off on a case-by-case basis.

### 3.6 Jury and Witness Duty

All Associates must immediately notify their manager when they become aware of the need to be away from work for jury duty, to testify as a witness in a legal proceeding, or to attend juvenile court proceedings when required to do so as the parent or guardian of the juvenile. Harwood reserves the right to request a copy of the court summons. Excused time off will be allowed as required by law, and Harwood will not take any adverse action against an Associate as a result of an Associate taking leave to attend jury duty or other applicable legal proceedings as defined herein.

Corporate Associates will be paid at their regular rate of pay for up to five days of jury duty. If further time is required by the Courts, please contact P+C Department.

## 4. Associate Benefits

Harwood is committed to supporting Associates' health and well-being. The following is a list of benefits that Harwood makes available to eligible Associates. The descriptions in this handbook are a summary only. The separate plan documents explain each benefit in more detail and the language of the plans' documents controls the various plans. Various types of coverage based on your

Benefits may be modified, added or terminated at any time by the insurance company or benefit provider, per the terms of the plan, or by Harwood, at its discretion. Types benefits for salaried Associates include:

- Health Insurance
- Dental Insurance
- Vision Insurance
- Life Insurance
- Accidental Death & Dismemberment
- Short term disability
- Long Term disability
- 401K Benefits Eligibility
- Voluntary Benefits

Cost for the various plans are provided during enrollment.

Harwood reviews all benefit programs annually to ensure the best and most cost-effective benefits are available. Enrollment in benefits occurs during the annual Open Enrollment period or at time of hire. Once elections are made, they cannot be changed until the open enrollment period unless the Associate has a 'qualifying event'. Eligibility restrictions apply for certain benefit programs; dependent eligibility is stated in the annual Benefits Guide – refer to the Benefits Summary Guide for costs and actual program details.

## 4.1 Employee Assistance Program

All Associates are eligible for the Employee Assistance Program (EAP). This program is a resource designed to provide highly confidential and experienced help for Associates in dealing with issues that affect their lives and the quality of their job performance. Harwood International wants Associates to be able to maintain a healthy balance of work and family that allows them to enjoy life. The EAP is a confidential counseling and referral service that can help Associates successfully deal with life's challenges.

The company encourages Associates to use this valuable service whenever they have such a need. Associates who choose to use these counseling services are assured the information disclosed in their sessions is confidential and not available to the company, nor is the company given any information on who chooses to use the services. For questions or additional information about this program, Associates may contact the P+C Department.

## 4.2 Professional Development: Training, Certification and Membership Dues

Harwood encourages Corporate Associates to enhance knowledge and skills and to network with other professionals, thus improving potential for future opportunities. Harwood recognizes that for development purposes, Associates may need to attend training seminars or workshops conducted off-site or join professional associations that will enable them to remain abreast of best practices in their respective fields.

### Guidelines

- Applicants must be full-time Corporate Associates at Harwood. Part time, temporary or contract Associates are not eligible for professional development reimbursement.
- The training, certification or membership dues must be related to the Associate's current job.
- The company will reimburse up to a maximum of \$1,500 per year with manager approval.
- Amounts above the annual maximum \$1,500 allowance must receive manager and P+C approval.

### Procedures

To receive professional development reimbursement, Corporate Associates should follow the procedures listed here:

- Associate must request written approval from his or her manager stating their current role is approved for professional development reimbursement.
- Approval must be submitted to P+C and placed in Associate file for reference.
- Associates will submit receipts for reimbursement to current manager and Accounting Department using the Expense Report process.
- Managers/Associates are responsible for tracking annual allowances within their department

### 4.3 District Dining Program

All Harwood Associates receive a 50% discount on food and non-alcoholic beverages at all Harwood District restaurants. Parties may not exceed 6 guests to receive your Associate discount.

For all HHG Associates your manager must make your reservation in advance to receive the Harwood Hospitality discount.

Associates must act in a professional manor while visiting any Harwood venue.

## 5. Candidate Referral Program Procedures

Harwood is always looking for good people, and you can help. If you know someone who would be a good addition to Harwood, you may be eligible for a bonus if you refer a candidate and he or she is hired.

Associates must notify the P+C Department to receive a candidate referral form.

### Program Rules

- Associates below the Director level are eligible for the referral bonus if the candidate is hired.
- Managers with hiring authority over the referred candidate are not eligible for referral bonus.
- The hiring of a referred Associate must occur within six months of the initial referral date.
- The referral must represent the candidate's first contact with Harwood International Incorporated.
- Temporary, summer, contract and former Associates of Harwood International Incorporated are not eligible candidates for referral awards.
- To be eligible for an award, an Associate must submit a referral form to P+C Department.
- The referring Associate must agree to have his or her name used when the company contacts the candidate.
- The referring Associate must be employed by Harwood to receive payment of the referral bonus.
- Any disputes or interpretations of this candidate referral program will be handled through P+C Department.
- All referral bonus payments will be paid after the referred Associate completes three months of service employment at Harwood International Incorporated.

### Referral Fees:

- Executive/Corporate (Salaried) Position = \$500
- General Manager/Executive Chef = \$500
- All other Hospitality Salaried Positions = \$250
- All hourly positions = \$150

## 6. Infectious Disease Control Policy

Harwood will take proactive steps to protect the workplace in the event of an infectious disease outbreak. It is the goal of Harwood during any such time period to strive to operate effectively and ensure that all essential services are continuously provided, and our Associates are safe within the workplace.

Harwood is committed to providing authoritative information about the nature and spread of infectious diseases, including symptoms and signs to watch for as well as required steps to be taken in the event of an illness or outbreak.

### Preventing the Spread of Infection in the Workplace

Harwood will ensure a clean workplace, including the regular cleaning of objects and areas that are frequently used such as bathrooms, breakrooms, conference rooms, tables, chairs, and door handles and railings. We will also install alcohol-based hand sanitizers throughout the workplace and in common areas for Associates and customers, as well as readily visible signage to remind everyone of best hygiene practices. A committee will be designated to monitor and coordinate events around an infectious disease outbreak as well as to create work rules that could be implemented to promote safety through infection control.

We ask all Associates to cooperate in taking steps to reduce the transmission of infectious disease in the workplace. Harwood will provide training to Associates on appropriate cleaning and disinfection, hand hygiene, and respiratory etiquette, and requests that all Associates do the following:

- Wash or sanitize hands upon entering the premises
- Frequently wash hands with warm, soapy water
- Cover your mouth whenever you sneeze or cough
- Dispose of used tissues in wastebaskets
- Maintain at least 6 feet of separation from other individuals, if feasible

Unless otherwise notified, our normal attendance and leave policies will remain in place. Individuals who believe they may face challenges reporting to work during an infectious disease outbreak should speak with their manager or the P+C Department to develop necessary contingency plans. For example, Associates might want to arrange alternative sources of childcare should schools close and/or speak with supervisors or managers about the potential to work from home temporarily or on an alternative work schedule.

### Telecommuting

Telework requests will be handled on a case-by-case basis. While not all positions will be eligible, all requests for temporary telecommuting should be submitted to your manager for consideration.

### Staying Home

Many times, with the best of intentions, Associates report to work even though they feel ill. We provide paid time off for eligible Associates and other benefits to compensate Associates who are unable to work due to illness.



During an infectious disease outbreak, it is critical that Associates do not report to work while they are ill and/or experiencing the following symptoms:

- Fever
- Cough
- Shortness of breath/difficulty breathing
- Sore throat
- Muscle pain
- Runny or stuffy nose
- Body aches
- Headache
- Chills
- Fatigue
- Loss of taste or smell
- Diarrhea

Currently, any Associate experiencing any of the above symptoms may not return to work until: (1) at least one day (24 hours) have passed since they have recovered from a fever (without the use of fever-reducing medications); (2) they have an improvement in symptoms.

### **Confidentiality of Medical Information**

Our policy is to treat any medical information as a confidential medical record. In furtherance of this policy, any disclosure of medical information is in limited circumstances, managers, first aid and safety personnel, and government officials as required by law.

### **Social Distancing Guidelines for Workplace Infectious Disease Outbreaks**

Harwood may implement these additional social distancing measures to minimize the spread of disease among its staff at any time should circumstances require as much:

- Avoid meeting people face-to-face. Associates will be encouraged to use the telephone, online conferencing, e-mail or instant messaging to conduct business as much as possible, even when participants are in the same building.
- If a face-to-face meeting is unavoidable, minimize the meeting time, choose a large meeting room and sit at least six feet from each other if possible; avoid person-to-person contact such as shaking hands.
- Avoid any unnecessary travel and cancel or postpone nonessential meetings, gatherings, workshops and training sessions.
- Do not congregate in work rooms, pantries, copier rooms or other areas where people socialize.
- Strongly encourage Associates to eat lunch and other meals at their desk or in one of Harwood's shaded green spaces. Refrain from food choices that will create a strong odor. If you choose to eat in the break room, strict social distancing of six feet is required.
- Encourage members and others to communicate information via phone and e-mail in order to minimize person-to-person contact. Have the orders, materials and information ready for fast pick-up or delivery.

This policy is meant to provide general guidelines. Our company reserves the right to treat circumstances in a different way from that described in this policy.

## 7. Dress and Grooming

Harwood provides a professional work environment for its Associates. It is important to project a professional image to our customers, visitors and coworkers. All Associates are expected to dress in a manner consistent with good hygiene, safety and good taste. Please use common sense.

- Hair must be kept neat and clean, including facial hair. Visible tattoos are subject to discretion.
- Business professional clothing is proper daily attire.
- HHG Associates should follow their specific restaurant dress guidelines.
- Casual Fridays are allowed in the office provided the Associate is not publicly representing the company and/or interacting with a client or customer that day. Casual Fridays consist of business casual attire and may include jeans if the jeans are professional.
- Associates that wear uniforms on duty may not participate in casual Fridays. In addition, Harwood does not allow the wearing of company uniforms at non-company sponsored function.

Leadership maintains the right to increase stringency on a dress code policy in line with the needs of specific department or the clients they serve.

Any questions or complaints regarding the appropriateness of attire should be directed to the P+C Department. Decisions regarding attire will be made by the P+C Department and not by individual departments or managers.

## 8. Associate Employment Verification

All requests for Associate employment verification, either current or former, must be routed through “The Work Number.”

- <https://www.theworknumber.com/>
- Enter employer code: 20883 or search by organization name

## 9. Social Media Policy

Harwood understand that social media can be a fun and rewarding way to share information about life and opinions with family, friends, and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities.

Ultimately, Associates are solely responsible for what they post online. Before creating online content, consider some of the risks and rewards that are involved. Please always keep in mind that any conduct that adversely affects job performance, the performance of fellow Associates or otherwise adversely affects members, customers, suppliers, people who work on behalf of Harwood business interests may result in disciplinary action up to and including termination.

### Media contacts

Associates should not speak to the media on Harwood's behalf. All media inquiries should be directed to the Marketing Department.

## 10. Gift Policy

Business entertainment and small business gifts can build goodwill and are a part of normal relationships with our business partners. However, gifts can also create a perception of conflict of interest that can undermine the integrity of our business relationships and could be subject to potential abuse.

This Gift Policy applies to the giving and receiving of Gifts by Harwood International Associates, their family members and relatives and any other person or entity acting at the direction of any Harwood International Associate.

If you have any questions about this Gift Policy or determinations under this Gift Policy, please contact the P+C Department.

### Policy Guidelines

Associates shall not solicit or accept for personal benefit directly or indirectly any gift, loan, discount or any item of substantial monetary value more than \$100 from any person or company that is seeking to conduct or is currently conducting business with the company. Gifts, meals, and accommodations up to \$100 may be accepted. Associates should consult with management on the appropriateness of any gift exchange. Harwood International Corporation is committed to an ethical environment for all Associates. This Gift Policy applies to all Associates of Harwood International and its subsidiaries ("Harwood International"). Any violation of this Gift Policy may result in disciplinary action, including but not limited to, termination of employment.

- **You must disclose any Gift you receive whose value is equal to or greater than \$100.** Disclosure is to be made by email to your immediate supervisor and to the Chief People Officer.
- In addition, before receiving Gifts (i) in any year totaling \$500 or more in the aggregate from the same or affiliated sources, or (ii) involving travel or lodging accommodations provided by an entity or person other than Harwood International, you must first obtain approval in writing (by email) from the Chief People Officer.

### Recordkeeping

Each Associate is responsible for keeping a copy of each notification, approval, and substantial business determination, as applicable, that he or she sends and/or receives under this Gift Policy. Supervisors, XOC members, and Harwood International are not required to keep copies of these items. If an Associate cannot provide copies of proper notifications, approvals and/or substantial business purpose determinations proving compliance, the Associate will be in violation of this Gift Policy.

If you need more information or are still in doubt about whether to give or accept favors, Gifts, or entertainment from a business partner or customer, contact the P+C Department.

## ASSOCIATE HANDBOOK ACKNOWLEDGMENT AND RECEIPT

I hereby acknowledge receipt of the Associate handbook of Harwood International. I understand and agree that it is my responsibility to read and comply with the policies in the handbook.

I understand that the handbook and all other written and verbal materials provided to me are intended for informational purposes only. Neither the handbook, company practices nor other communications create an employment contract or term. I understand that the policies and benefits, both in the handbook and those communicated to me in any other fashion, are subject to interpretation, review, removal and change by management at any time without notice.

I further understand that I am an at-will Associate and that neither this document nor any other communication shall bind the company to employ me now or hereafter and that my employment may be terminated by me or the company without reason at any time. I understand that no representative of the company has any authority to enter into any agreement for employment for any specified period of time or to assure any other personnel action or to assure any benefits or terms or conditions of employment, or make any agreement contrary to the foregoing.

I also understand that this agreement may not be verbally modified and that only the Chief People Officer of the company may make a commitment for employment. I also understand that if such an agreement is made, it must be in writing and signed by the Chief People Officer of the company.

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Associate's Name in Print

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Signature of Associate

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Date Signed by Associate

PROPRIETARY AND CONFIDENTIAL INFORMATION OF HARWOOD INTERNATIONAL