### PANHANDLE PIZZA LLC.

### **DBA. DOMINO'S PIZZA**

# TEAM MEMBER HANDBOOK

**January 1, 2019** 

#### Welcome to Domino's Pizza

_	_		Page
I.		roduction	
	Α.	At Will Employment	
	В.	Open Door Policy	2
II.	Em	ployment Policies	
	A.	Equal Employment Opportunity	3
	B.	Reasonable Accommodations/Modified Job Duties	3
	C.	Employment Introductory Period	3
	D.	Employment of Minors	4
	E.	Anti-Harassment	
	F.	Violence Free Workplace	6
	G.	Drug Free Workplace Summary	6
	H.	Tobacco/Smoking	7
	I.	Team Member Classification	7
	J.	Attendance Policy	8
	K.	Scheduling, Clock-In, & Timekeeping	9
	L.	Pay Day	
	M.	Professional Conduct	10
	N.	No Food Trade Policy	11
	O.	Natural Disasters	12
	P.	Weather Policy	12
	Q.	Distribution Policy	12
	R.	Non-Solicitation Policy	12
	S.	No Access Policy	13
	T.	Conflict of Interest	14
III.	Saf	fety and Security	
	A.	Worksite Safety & Security	15
	B.	Safety & Security Inspections & Searches	
	C.	Accident & Injury Reporting	
	D.	Robberies	16
	E.	Security Policies	16
	F.	Cash Management	18
IV.	Bre	eak and Leave of Absence Policies	
	A.	PTO (Paid Time Off)	18
	В.	Breaks for Nursing Mothers	
	C.	Jury Duty	
	D.	Domestic Violence Leave	
	E.	Family Medical Leave Act (FMLA)	
	F.	Medical Leave	

	G.	Military Leave	26
V.	Vel	nicle, Driving and In-Store Policies	
	A.	Mileage Policy (Delivery Experts)	26
	B.	Company Business Additional Mileage and Other Business Expenses	26
	C.	Delivery Expert Compensation Program	27
	D.	Answering Phones	27
	E.	Preparation of Products	
	F.	Customer Service	
	G.	Store Cleaning & Sanitation	28
	H.	Automobile Insurance & Driver's License Requirements	
	I.	DUI/DWI	
VI.	Ele	ctronic and Other Communications	
	A.	Electronic Communications	29
	B.	Social Media	30
	C.	Surveillance Camera Policy	
	D.	Telephone/GPS/Camera Usage	
	E.	Phone Audit Monitoring Policy	

#### I. INTRODUCTION

The contents of this Handbook are not a contract of any kind, nor is it the complete statement of our policies. Instead, it is simply an explanation of the selected policies and procedures under which Panhandle Pizza, LLC. doing business as Domino's Pizza (hereinafter referred to as "the Company") operates. These materials are intended to compliment existing Domino's Pizza standards. They are not intended to override or replace existing or future Company standards. This Handbook is <u>not</u> a contract. The Company reserves the right to change, add, and delete policies and procedures as it deems necessary. Consult your supervisor, human resources or the franchise owners if you have questions regarding any policy or procedure in this Handbook, or if you have any suggestions about this Handbook.

#### A. At Will Employment

Our employment relationship is based on free will and will continue only so long as it is agreeable to both the Company and you. Both you and the Company have the right to discontinue the employment relationship at any time, without advance notice, and with or without cause. This Team Member Handbook is not an employment contract and nothing in this Handbook creates an express or implied contract of employment. No supervisor, Team Member or representative of the Company, other than the franchise owners, has any authority to enter into any agreement for employment for any specified period of time. Any agreement by the franchise owners will be in writing.

#### B. Open Door Policy

When you have general concerns or questions about your job, we encourage you to take the following steps:

- 1. Talk to your Manager on Duty with questions or concerns related to your job. Your MOD should always be given the first opportunity to resolve your issue.
- 2. Talk to your General Manager/Assistant Manager. They will investigate your concerns and provide a response as soon as possible.
- 3. If your concerns have still not been resolved to your satisfaction, you can contact the main office and speak with Eric Smith

To report allegations of discrimination, harassment or retaliation, Team Members MUST follow the steps provided in the Anti-Harassment Policy.

#### II. EMPLOYMENT POLICIES

#### A. Equal Employment Opportunity

We are an Equal Employment Opportunity employer committed to providing equal opportunity in all of our employment practices, including selection, hiring, assignment, re-assignment, promotion, transfer, compensation, discipline, and termination. The Company prohibits discrimination, harassment, and retaliation in employment based on race; color; religion; national origin; sex (including same sex); pregnancy, childbirth, or related medical conditions; age; disability or handicap; genetic information; citizenship status; service member status; Florida National Guard membership; marital status; sickle-cell trait; AIDS or AIDS related diseases or any other category protected by federal, state, or local law. Violation of this policy will result in disciplinary action, up to and including immediate termination.

#### B. Reasonable Accommodations/Modified Job Duties

To assist our Team Members who are or become disabled, we will make reasonable accommodations as to enable such Team Members to continue performing the essential functions of their jobs. Consistent with this policy, we may modify job duties to comply with medical requirements or restrictions. Other accommodations, such as transfer to a vacant position for which the Team Member is qualified, may be appropriate, depending upon specific facts and circumstances of individual situations.

Obviously, there are limits to the accommodations which we can realistically make. For example, where an accommodation would cause an undue hardship to the Company we would be unable to make the particular accommodation. Similarly, where placing an individual in a position, with or without accommodation, would cause the Team Member to be a direct threat to the Team Member or others, we may be unable to place the Team Member in a particular position.

If you need to request a reasonable accommodation because of a disability or on-the-job injury, please contact Human Resources. We will discuss the matter with you, investigate your request, and to the extent possible, attempt to reasonably accommodate you.

#### C. Employment Introductory Period

All newly hired Team Members will be employed in an Introductory Status for a mandatory period of 90 days. The introductory period provides the Company an opportunity to monitor and test actual job performance and an opportunity to observe the Team Member's conduct. It also offers the Team Member a degree of protection from being retained in a position in which there is little or no prospect of success. It is necessary to use this introductory period for training, development, and evaluation and, if necessary, the termination of unsatisfactory Team Members. Completion of this period is not a guarantee of continued employment, and in no way alters the At-Will nature of your employment.

#### D. Employment of Minors

A person under the age of 18 years is considered a minor. Minors are employed in limited capacities to be in compliance with federal, state and local laws. A minor is prohibited from driving for the Company in any capacity which includes delivery, making bank deposits, driving to neighboring stores to collect/buy inventory, running personal errands or driving to go couponing or door hanging. A minor may only be employed by the Company as an Insider and/or Management Trainee. Minors are required to complete a Non-Driving Agreement. The Company does not employ minors under the age of 16.

#### E. Anti-Harassment

We do not tolerate the harassment of applicants, Team Members, customers, or vendors. Any form of harassment relating to an individual's race; color; religion; national origin; sex (including same sex); pregnancy, childbirth, or related medical conditions; age; disability or handicap; citizenship status; service member status; or any other category protected by federal, state, or local law is a violation of this policy and will be treated as a disciplinary matter.

The Company's policy against harassment applies to all Team Members of the Company, including supervisors and managers. The Company prohibits managers, supervisors and Team Members from harassing co-workers as well as the Company's customers, vendors, suppliers, independent contractors and others doing business with the Company. In addition, the Company prohibits its customers, vendors, suppliers, independent contractors and others doing business with the Company from harassing our Team Members.

# Violation of this policy will subject a Team Member to disciplinary action, up to and including immediate termination.

<u>Examples of Prohibited Sexual Harassment</u>: Sexual harassment includes a broad spectrum of conduct. By way of illustration only, and not limitation, some examples of unlawful and unacceptable behavior include:

- unwanted sexual advances; offering an employment benefit (such as a raise or promotion or assistance with one's career) in exchange for sexual favors, or threatening an employment detriment (such as termination, demotion, or disciplinary action) for a Team Member's failure to engage in sexual activity;
- visual conduct, such as leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons or posters;
- verbal sexual advances, propositions, requests or comments;
- verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, suggestive or obscene letters, texts, emails, voicemails or invitations;

• physical conduct, such as touching, assault, impeding or blocking movement;

Examples of What Constitutes Prohibited Harassment: In addition to the above listed conduct, the Company strictly prohibits harassment concerning race, color, religion, national origin, age, disability or other characteristic protected by federal, state or local law. By way of illustration only, and not limitation, prohibited harassment concerning a protected characteristic includes:

- slurs, epithets, and any other offensive remarks;
- jokes, whether written, verbal, or electronic;
- threats, intimidation, and other menacing behavior;
- other verbal, graphic, or physical conduct; and
- other conduct predicated upon one or more of the protected categories identified in this policy.

If you have any questions about what constitutes harassing behavior, ask your supervisor or another member of management.

Harassment of our customers, or Team Members of our vendors, suppliers or independent contractors by our Team Members is also strictly prohibited. Such harassment includes the types of behavior specified in this policy, including sexual advances, verbal or physical conduct of a sexual nature, sexual comments and gender-based insults. Any such harassment will subject the Team Member to disciplinary action, up to and including immediate termination.

#### What Should You Do If You Feel You Are Or Have Been Harassed

If you feel that you are being harassed by another Team Member, supervisor, manager or third party doing business with the Company, you should immediately contact **the Franchise Owner. They can be reached at 850-686-7513**. In addition, if you observe harassment by another Team Member, supervisor, manager or non-employee, please report the incident immediately to **Franchise Owner**. Appropriate action will also be taken in response to violation of this policy by any non-employee.

Your notification of the problem is essential to us. We cannot help resolve a harassment problem unless we know about it. Therefore, it is your responsibility to bring your concerns and/or problems to our attention so that we can take whatever steps are necessary to address the situation. The Company takes all complaints of unlawful harassment seriously and will not penalize you or retaliate against you in any way for reporting a harassment problem in good faith.

All complaints of unlawful harassment which are reported to the Company will be investigated as promptly as possible and corrective action will be taken where warranted. The Company prohibits Team Members from hindering internal investigations and the internal complaint procedure. All

complaints of unlawful harassment which are reported to management will be treated with as much confidentiality as possible, consistent with the need to conduct an adequate investigation.

#### F. Violence Free Workplace

The Company strives to create and promote a safe environment that is void of physical threats and/or violence of any type. You are expected to treat your co-workers, our customers and visitors in a safe, non-threatening and non-violent manner. Remarks or behaviors that are threatening, intimidating, discriminatory, and/or physically abusive are never appropriate and will not be tolerated. Violence or threats of violence in the workplace, or encouraging such conduct while conducting Company business is prohibited. In addition, no weapons (including but not limited to baseball bats, guns, brass knuckles, and knives of any kind) are allowed on the premises.

Although state law will allow for Team Members to keep a legally owned and lawfully possessed firearm locked inside or to their private vehicle, even when that vehicle is parked in the Company parking lot, nothing else in this policy should be construed to permit a Team Member to bring a firearm onto Company premises or carry it on their person while working. Violations of this policy will result in disciplinary action, up to and including immediate termination. The Company enforces this policy consistent with applicable state law.

If you feel that your safety or the safety of others is threatened at any time, or if you witness or experience any prohibited behavior, you have the responsibility to exercise good judgment and report such conduct immediately to any of the following: Your General Manager, District Manager, or Human Resources. The Company prohibits retaliation of any kind against any Team Member for reporting a safety concern.

#### G. Drug Free Workplace Summary

The Company prohibits Team Members from reporting to work or performing their duties with <u>any</u> unlawful drugs or alcohol in their systems. Team Members also are prohibited from using, possessing, manufacturing, distributing, or making arrangements to distribute unlawful drugs or alcohol while at work, off site at training or meetings, on Company or customer property (including in personal vehicles onsite), during lunch or breaks, or in Company vehicles. Further, the Company prohibits all unlawful drug use, possession, or distribution, whether on or off duty.

To enforce this policy, the Company has implemented a drug testing program in compliance with federal, state and local laws. It may, at any time where lawful, require as a condition of employment, any Team Member to submit to a physical examination and/or a oral, urine, breath, blood or other type of test to determine the presence of drugs or alcohol in his or her system. The possible occasions for drug testing include, but are not limited to:

#### 1. Pre-employment and re-employment;

- 2. When the Company has a reasonable suspicion that a Team Member has violated the this policy;
- 3. When a Team Member suffers an on-the-job reportable injury or is involved in an accident;
- 4. Follow-up testing; or
- 5. As part of the Company's random program of testing.

The Company may conduct alcohol testing where the Company has reasonable suspicion that the Team Member has violated this policy, including accidents suggesting carelessness, disregard of safety rules or other conduct indicating possible violation of the Drug Free Workplace Policy.

Violation of these rules, including: (1) a test indicating being under the influence of alcohol or the presence of unlawfully used drugs in a Team Member's system; (2) refusal to cooperate with the Company in any test, search or investigation, or failure to execute any paperwork or consent forms necessary for examinations or tests; (3) possession of, distribution of, or consumption of unlawful or abused drugs, unauthorized alcohol, or drug paraphernalia; (4) tampering with or adulterating a test sample; or (5) unlawful conduct on or off duty will result in discipline, including immediate discharge.

#### H. Tobacco/Smoking

Tobacco use and smoking of any kind is not permitted by any Team Member in the store. It is also not permitted by any Team Member while driving on the clock. Tobacco use and smoking is not allowed while on duty, unless the Team Member is on an authorized break, but *never in or around the store's area*. **Tobacco use and smoking must be out of any customer's view.** 

#### I. Team Member Classification

The Company recognizes the following definitions of employment status:

**Team Member:** A person who receives wages or a salary from the Company.

**Part-time:** A Team Member who is regularly scheduled less than 40 hours per week.

**Full-time:** A Team Member who is regularly scheduled for 40 hours per week.

**Exempt:** A Team Member who holds a position (executive, administrative, professional or sales) that meets the requirements for exempt status as defined by the Fair Labor Standards Act.

**Non-exempt:** A Team Member who holds a position that is not exempt from the overtime requirements as defined by the Fair Labor Standards Act. These Team Members are paid time and one half for all hours worked over 40 in a regular pay week, unless otherwise required by law. Overtime work must be approved in advance by the team leader.

**Regular:** A Team Member who is hired for an undefined period of time. A regular position can be part-time or full-time.

**Temporary:** A Team Member hired for a limited, specified period of time.

Your *hire date* is the first day that you work for the Company. Time spent working in a temporary position is not credited towards your hire date.

If you have any questions concerning your Team Member classification or the benefits for which you qualify, please consult Human Resources at 850-471-0401.

#### J. Attendance Policy

Punctual and regular attendance is an essential function of each Team Member's job. Any tardiness or absence causes problems for fellow Team Members and supervision. When a Team Member is absent, others must perform his or her work.

Team Members are expected to report to work as scheduled, on time and prepared to start work. Team Members also are expected to remain at work for their entire work schedule, except for authorized break periods or when required to leave on authorized Company business. Late arrival, early departure, or other absences from scheduled hours are disruptive and must be avoided.

In all cases of absence or tardiness, Team Members must provide their General Manager ("GM") with an honest reason or explanation. Documentation of the reason may be required. Team Members also must inform their GM of the expected duration of any absence. A Team Member must *call* his or her GM **at least 30 minutes** in advance of his or her regular starting time on any day on which the Team Member is scheduled to work and will not report to work. **Text messages are not acceptable**.

Excessive absenteeism (*excused or not*) may be grounds for discipline up to and including termination of employment (unless otherwise protected by law).

When a Team Member is absent from work two (2) consecutive work days or more due to illness, they must present management with a note from a doctor. Management reserves the right at its sole discretion to require that Team Members produce a doctor's note for absences of less than two (2) days.

If a Team Member decides that they will neither show up at their scheduled start time nor call in as described above (No Call/No Show), the manager and/or district manager may take disciplinary

action against the Team Member up to and including immediate suspension and/or termination. Two no-call/no-shows in a six (6) month period will be deemed a voluntary resignation.

#### K. Scheduling, Clock-In, & Timekeeping

The hours of operation for each location are determined by the Company and may vary among locations. The schedules for all Team Members are made on a weekly basis as business allows. These schedules may vary from week to week. School schedules may be requested to further assist in the store's scheduling. To request a schedule change, a Team Member must provide a written request to their GM at least seven (7) days in advance. Requests are submitted at your store and may or may not be granted as business allows.

Team Members hours are recorded via an automated timekeeping system. We ask that Team Members report to work no earlier than 5 minutes before their scheduled start of their shift as business allows. A Team Member is not allowed to clock-in unless they are in full compliance with our Image Standards. In the event of an error in timekeeping using our automated timekeeping system, please immediately notify your General Manager to rectify the situation.

We appreciate your commitment to excellence. However, you should *never* perform work 'off the clock.' It is our policy that you be compensated for any work you perform for the Company that is within the scope of your employment. You cannot 'volunteer' to work for the Company doing work that would normally be part of your job in or around the pizza store, delivering, or at any other location. If you are ever asked to work for the Company 'off-the-clock,' please notify the Franchise Owner at 626-0003 immediately. Working 'off-the-clock' could result in disciplinary action, up to and including termination. Any manager who permits a Team Member to work 'off the clock' will be subject to disciplinary action, up to and including termination.

#### L. Pay Day

The Company uses a biweekly fiscal calendar to calculate our Company's payroll. Our Payroll is delivered to your designated home store. Your paycheck will be available biweekly on Friday by 5:00 pm. Your first paycheck may be delayed an additional week depending on the pay schedule and your date of hire. Please verify your name, address, hours, and any other information and alert your manager on any discrepancies. Discrepancies should be brought to the attention of your General Manager as soon as possible. Upon separation, your paycheck may be mailed in your provided self addressed stamped envelope to ensure proper delivery. It is important that all information and address changes be submitted immediately. Domino's Pizza is not responsible for lost payroll checks due to incorrect addresses. If a check is reissued, a stop payment and reissue fee of approximately \$30.00 will be assessed.

#### M. Professional Conduct

We are committed to providing a work environment that encourages mutual respect among Team Members. You are expected to be responsible and reasonable, and conduct yourself in a professional, business-like manner, by being honest, ethical and safe. We expect your behavior to be professional in the workplace and whenever you are representing the Company. Listed below are some examples of what we expect when we say 'professional behavior'. The following is a non-exhaustive list of acts that are considered misconduct and may result in disciplinary action, up to and including suspension and/or termination, even for a first offense:

- Violations of any policies, practices, procedures, and/or regulations, as well as any local, state, and/or federal laws;
- Failure to perform your job duties to the best of your ability and to the standards as set forth in the job description or as otherwise established;
- Insubordination and/or refusal to do assigned work;
- Failure to treat customers, suppliers and visitors with courtesy and respect;
- Failure to behave in an honest and ethical manner at all times;
- Falsification, manipulation or misrepresentation of Company documents and/or records, reports or documents;
- Failure to comply with the Image Standards established for your work site;
- Being under the influence of alcohol, illegal or controlled substances while at work or on Company property;
- Engaging in gambling, illegal or immoral conduct while on Company premises or business;
- Verbal or physical altercations, intimidating behavior, threats of violence or any sort of violent conduct;
- Using foul or abusive language or profanity of any sort;
- Unauthorized use of Company equipment, supplies, food, funds, or time;
- Sending, receiving or posting information that is defamatory;

- Knowingly making false or fraudulent statements about the Company, Team Members, customers, suppliers or visitors;
- Failure to open a store for business at the designated opening time and/or closing a store
  for business before designated closing time (without the approval of your Operations
  Director);
- Unauthorized removal of Company property or funds;
- Solicitation of tips;
- Sleeping on the job; and
- Customer complaints.

This policy will not be interpreted or applied so as to interfere with the protected rights of Team Members to discuss or share information related to their wages, benefits, and terms of employment amongst themselves or with outside parties.

#### N. No Food Trade Policy

The Company prohibits 'Food Trades' of any kind unless authorized by the Franchise Owners. A Team Member is allowed to purchase a pizza product for their own personal use only, using their Team Member Discount.

#### O. Natural Disasters

All Team Members must understand emergency procedures for natural disasters and emergency situations. During a natural disaster, do not take any unnecessary risks. This includes, but is not limited to driving around barricades and walking in through flood waters. If you are caught in a store or vehicle in high rising flood waters or if your vehicle stalls, abandon it and move to high levels and take warm clothing immediately. Wait for help and do not try to swim for safety. Flood waters can be deceptive and could be much deeper and moving faster than they appear.

#### P. Weather Policy

It is our policy to remain open during normal business hours unless weather necessitates a closing. Your manager will communicate any early closings or change in delivery schedule to Team Members. In times of inclement weather, we ask our Team Members to report for your regular shift 30 minutes earlier, providing adequate time for safe arrival. If road conditions are unsafe or conditions prevent you from leaving your home, call your manager.

#### Q. Distribution Policy

Distribution of any type (materials, goods, etc.) is prohibited in work areas at any time, whether or not the Team Members are on working time. Non-employees are prohibited from distributing materials to Team Members on Company premises at any time. Inappropriate literature is prohibited, e.g. literature that violates the Company's non-harassment and discrimination policy; items of a defamatory nature, items that include threats of violence, unprotected literature of a political nature that is highly inflammatory and likely to disrupt facility discipline and order or safety. Nothing in this policy is intended to restrict a Team Member's statutory rights under the National Labor Relations Act.

#### R. Non-Solicitation Policy

The Company believes Team Members should have a work environment free from interruptions of a non-work related nature, as work time is for work. When you are to be working you should focus on your duties and not engage in activities that would interfere with your own work or the work of others. For the purpose of this policy, solicitation includes, but is not limited to, for collection of any debt or obligation, for raffles of any kind or chance taking, or for the sale of merchandise or business services, the attempt to sell any product or service (e.g. selling or collecting for Tupperware®, Avon® products, churches, schools, Girl Scout cookies, etc). Such interruptions can be both detrimental to the quality of work and efficiency, and may not be respectful of others job responsibilities and right not to be interrupted.

Team Members may not engage in solicitation for any purpose during his/her work time, which includes the working time of the Team Member who seeks to solicit and the Team Member who is being solicited. Although solicitation is not encouraged, it is permitted as long as it is limited to the Team Member's break and meal time and kept out of active working areas. Nothing in this policy is intended to restrict a Team Member's statutory rights under the National Labor Relations Act.

#### S. No Access Policy

Off-duty Team Members are not allowed in the interior of the store (including customer waiting areas) unless picking up a personal food order.

Non-employees are not allowed on Company property without proper authorization, unless picking up a personal food order.

#### T. Conflict of Interest Policy

The Company provides facilities and resources to its Team Members as needed to do their best work for the Company. In return, the Company expects that its Team Members will focus his/her complete attention and energies on the Company while on the job. Conducting a personal business venture while employed at Domino's Pizza creates a potential conflict of interest because it divides loyalty between the personal interest(s) and those of the Company. To avoid such conflict, the Company expects its Team Members to refrain from the following behavior:

- Using Company equipment, time, personnel, facilities or supplies to conduct a personal business venture;
- Personally taking advantage of a business opportunity that rightfully belongs to the Company;
- Using their position with the Company to advance personal business or financial interests or that of someone with whom a personal relationship exists;
- Working independently as a supplier or vendor to Domino's Pizza or its franchisees;
- Working for a competitor or supplier of Domino's Pizza;
- All outside business ventures or outside employment must be brought to the attention of the team member's team leader.

#### III. SAFETY AND SECURITY POLICIES

#### A. Worksite Safety & Security

It is the goal of the Company and all our Team Members to provide and promote a safe working environment. As a condition of employment, the Company expects our Team Members to act in a safe and responsible manner to protect themselves and others. Individuals who are not employed by the Company are not allowed in the work areas of our stores. A Team Member who is off the clock is also not permitted in the work areas (behind the counters, in office, etc.) of our stores. Our Team Members must adhere to all Company rules regarding safety, fire prevention, and health and security measures. Report any strangers or suspicious individuals or vehicles that enter or attempt to enter secured areas of the work site to local law enforcement immediately. If you experience any discomfort or difficulty in using any equipment, you should discuss the situation with your General Manager and/or your supervisor. They should address and correct the issue, if possible. In the event a resolution is not available, contact Human Resources for assistance.

#### B. Safety & Security Inspections & Searches

The Company takes the safety and security of our people very seriously. These policies, procedures and practices are in place to help us achieve a safe and secure working environment. These policies are in place for your safety and the safety of your fellow Team Members. Therefore, to ensure compliance with these policies and as a condition of your employment, the Company reserves the right from time to time to inspect any Company or personal property that is on Company premises or is being used or carried in the course of deliveries or other Company business,

**including but not limited to vehicles, lockers and drop boxes.** Refusal to submit to an inspection or search may be ground for disciplinary action up to and including Suspension and/or Termination of Employment.

#### C. Accident & Injury Reporting

The Company is committed to your safety. The Company wishes to see that each Team Member receives prompt, complete and appropriate medical treatment and attention in the event that he or she suffers a job-related injury/illness. This includes first aid for minor injuries. Should you be injured while on the job, you are under STRICT INSTRUCTIONS to notify your General Manager and/or Human Resources IMMEDIATELY. An Accident/Injury Incident Report must be completed by the injured Team Member, a supervisor at the location, and a witness and/or witnesses to the incident. In ALL accident and/or injury incidents, the Team Member will be required to submit to an immediate Post Accident/Incident Drug and Alcohol Test as part of our Drug Free Workplace Policy.

Any Team Member who is involved in an on-the-clock motor vehicle (including scooter) or bicycle collision will be put on immediate suspension from driving duties while an investigation is conducted.

The Team Member's employment may be terminated if the investigation indicates that the Team Member received a traffic citation arising from the collision. Moving violations include, but are not limited to, speeding, following too close, careless driving, failure to yield, improper turn, improper backing, driving too fast for conditions, improper lane change, etc.

#### D. Robberies

Don't Resist, Fight or Argue with the Robber! If a robber confronts a Team Member, our first priority is NOT to resist. *No amount of money is worth a human life*. Cash Management policies are in place to ensure minimal loss and thus minimizing the risk of targeting other stores. We should remain calm and cooperate with the robber and give them whatever they want. Keep the situation as short as possible and remain calm. Resisting the robber may increase the chance of injury.

If the robber wants the safe opened, it is very important that we comply with his request. Two compartment safes will require that the acting manager know the combination of both safes. Activate the safe, but inform the robber that he must wait 15 minutes for the time-delay mechanism. Usually, they will not want to wait and may flee the premises. After the robber leaves, Lock the Door and follow Incident Reporting procedures.

#### E. Security Policies

People are our most valuable resource. Unnecessary risks to your safety, and the safety of others, are avoided by obeying the following policies.

#### **Delivery Security**

- Drivers must not leave the store with more than \$20. Make your cash drops into the provided drop boxes after each delivery.
- Lock your car when you are not in the vehicle. Do not leave keys in the vehicle. <u>Never</u> leave your vehicle running while unattended.
- Never deliver to an unlit or vacant house, or make any delivery that appears suspicious. Go to the nearest safe phone and call the store for further instructions.
- When delivering a pizza, do not enter a customer's home, hotel room, etc.
- At night, leave your headlights on to provide better visibility when you reach the delivery site. If possible, shine the headlights at the door of the delivery address.
- Make sure the customer has been asked their method of payment (i.e. \$20 bill, etc.) when placing the order, carry only the exact change needed.
- Be alert at all times as to what is going on around you. If something/someone looks suspicious, notify the person in charge immediately.

#### • In case of a Robbery

- Don't resist.
- Stay calm.
- Give the robber the money or things for which they ask.
- Try to make identification only if it does not jeopardize you or anyone else. Try to remember physical characteristics and distinguishing features, instead of items (such as clothing) that can easily be changed.
- Do not pursue the assailant.
- Go to the nearest safe telephone and immediately call the police. Then, call the store manager, or person in charge.

#### **In-Store Security**

• Stores are equipped with time-delayed safes, which are securely bolted to the floor.

- Only a small amount of money, less than \$75.00, is to be kept in the front till at any time. Excess cash is to be dropped into the safe on an on-going basis.
- After dark, only the front door is to be used, unless other doors have a controlled entry system.
- Do not let non-scheduled employees in after the store is closed.

#### In Case of an In-Store Robbery

- Don't resist.
- Stay calm.
- Give the robber the money or things for which they ask.
- Try to make identification, only if it does not jeopardize you or anyone else. Try to remember
  physical characteristics and distinguishing features, instead of items (such as clothing) that can
  easily be changed.
- Activate the alarm, if there is one, and if it is safe to do so.
- Lock all doors as soon as the robber leaves. Seek medical attention, if necessary.
- Do not disturb the area until after the police inspection.
- Do not pursue the assailant.
- o Call the police. Give the approximate dollar amount taken and request that the amount not be published. Then call the store manager, operations director or franchise owner.

#### F. Cash Management

Handle your money responsibly. Insiders and members of management must utilize the time-delay safe and till changes. Cash Management is the responsibility of all management Team Members on their shift. Any misappropriation, mismanaged or unaccountable Company funds may result in repayment of the funds via payroll deductions from the responsible Team Members (when permitted by law) and disciplinary action may be taken, up to and including suspension and/or termination.

#### IV. BREAKS and LEAVE of ABSENCE POLICIES

#### A. PTO (Paid Time Off)

**Definition:** All time taken off during scheduled work week. PTO includes all vacation, sick, holiday, and personal time taken during the scheduled work week.

**Eligibility:** All General Managers and office personnel, as designated by the Company, are eligible for PTO. These Team Members will be eligible for PTO after they have completed ninety (90) days in the designated position.

No other Team Members are eligible for PTO. All requests for time off by non-management Team Members are subject to management approval. If approved, any time off taken by a Team Member will be without pay.

**Calculation of Vacation:** Vacation time is based on the Team Member's length of service and will be granted as follows:

Time of Service	PTO Per Pay Period	PTO Per Year
0-1 year	0.3077 days	<u>5</u> days
1-4 years	0.5 days	<u>10</u> days
5+ years	0.6923 days	<u>15</u> days

Carry over: No carryover permitted

**Scheduling PTO:** Vacation requests must be made <u>four (4)</u> weeks in advance and require approval by management. Requests for Personal time must be made two (2) days in advance and require approval by management. Requests for sick leave must be made no later than 7:30 a.m.

#### B. Breaks for Nursing Mothers

The Company will provide a reasonable amount of break time to accommodate a female Team Member's need to express breast milk for her infant child up to one year of age. This time should be taken as part of the Team Member's regular break, when possible. Non-exempt Team Members should clock out for any time taken that does not run concurrently with normally scheduled rest periods, and such time generally will be unpaid in accordance with state law. The Team Member should notify her supervisor if the time to express breast milk will exceed her allotted break.

The Company will make reasonable efforts to provide the Team Member with use of a private room or other location close to the Team Member's work area for purposes of expressing breast milk discreetly. A Team Member should notify her supervisor in advance to request time to express breast milk under this policy.

#### C. Jury Duty

If you are selected for jury duty, you will be provided with unpaid time off in order to serve as a juror.

Team Members must provide notice to the Company as soon as they receive a summons for jury duty. The Company reserves the right to request proof of jury service issued by the Court upon the Team Member's return to work.

Team Members are expected to return to work if excused from jury duty during their regular working hours.

#### D. Domestic Violence Leave

A Team Member who has been employed by the Company for three or more months and who is the victim of domestic violence, or whose family member or a member of their household is a victim of domestic violence, shall be permitted to take up to three working days of unpaid leave in any 12-month period. Such leave may be used to:

- Obtain or attempt to obtain judicial relief such as a restraining order;
- Seek medical attention and/or mental health counseling;
- Obtain services from a domestic violence shelter, domestic violence program, or rape crisis center;
- Seek new housing to escape the perpetrator or make the Team Member's home secure from the perpetrator; or
- 1. Seek legal assistance arising from the act of domestic violence or to attend or prepare for court-related proceedings arising from the act of domestic violence.

The Team Member must give the Company reasonable advance notice of the need to take leave along with sufficient documentation of the act of domestic violence, unless providing that notice is not practicable due to imminent danger to the Team Member, a family member of the Team Member, or member of the Team Member's household.

Information provided in connection with leave under this policy will be kept confidential by the Company except to the extent that disclosure is requested or consented to in writing by the Team Member or otherwise required by applicable federal or state law.

The Team Member may use accrued PTO in lieu of unpaid leave. This leave will run concurrently with any other applicable leave.

#### E. Family Medical Leave Act (FMLA)

The Family and Medical Leave Act ("FMLA") provides eligible Team Members the opportunity to take unpaid, job-protected leave for certain specified reasons. The maximum amount of leave a Team Member may use is either 12 or 26 weeks within a 12-month period depending on the reasons for the leave.

#### **Team Member Eligibility:** To be eligible for FMLA leave, you <u>must</u>:

- 1. have worked at least 12 months for the Company in the preceding seven years (limited exceptions apply to the seven-year requirement);
- 2. have worked at least 1,250 hours for the Company over the preceding 12 months; and
- 3. currently work at a location where there are at least 50 Team Members within 75 miles.

#### **Conditions Triggering Leave:** FMLA leave may be taken for the following reasons:

- 1. birth of a child, or to care for a newly-born child (up to 12 weeks);
- 2. placement of a child with the Team Member for adoption or foster care (up to 12 weeks);
- 3. to care for an immediate family member (Team Member's spouse, child, or parent) with a serious health condition (up to 12 weeks);
- 4. because of the Team Member's serious health condition that makes the Team Member unable to perform the Team Member's job (up to 12 weeks)
- 5. to care for a Covered Servicemember with a serious injury or illness related to certain types of military service (up to 26 weeks); or,
- 6. to handle certain qualifying exigencies arising out of the fact that the Team Member's spouse, son, daughter, or parent is on duty under a call or order to active duty in the Uniformed Services (up to 12 weeks) (see Military-Related FMLA Leave for more details).

The maximum amount of leave that may be taken in a 12-month period for all reasons combined is 12 weeks, with one exception. For leave to care for a Covered Servicemember, the maximum combined leave entitlement is 26 weeks, with leaves for all other reasons constituting no more than 12 of those 26 weeks.

#### **Definitions:**

A "Serious Health Condition" is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the Team Member from performing the functions of the Team Member's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement includes an incapacity of more than three full calendar days and two visits to a health care provider or one visit to a health care provider and a continuing regimen of care; an incapacity caused by pregnancy or prenatal visits, a chronic condition, or permanent or long-term conditions; or absences due to multiple treatments. Other situations may meet the definition of continuing treatment.

A "Covered Servicemember" is a member or veteran of the Armed Forces, including 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. The term "serious injury or illness" means an injury or illness incurred by the member in the line of duty while on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating, or one that existed before the beginning of active duty and was aggravated by service in the line of duty while on active duty. With regard to veterans, the injury or illness may manifest itself before or after the individual assumed veteran status.

"Qualifying exigencies" include activities such as short-notice deployment, military events, arranging alternative childcare, making financial and legal arrangements related to the deployment, rest and recuperation, counseling, and post-deployment debriefings.

<u>Identifying the 12-Month Period</u>: The Company measures the 12-month period in which leave is taken by the "rolling" 12-month method, measured backward from the date of any FMLA leave with one exception. For leave to care for a covered servicemember, the Company calculates the 12-month period beginning on the first day the eligible Team Member takes FMLA leave to care for a covered servicemember and ends 12 months after that date. FMLA leave for the birth or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement.

<u>Using Leave</u>: Eligible Team Members may take FMLA leave in a single block of time, intermittently (in separate blocks of time), or by reducing the normal work schedule when medically necessary for the serious health condition of the Team Member or immediate family member, or in the case of a covered servicemember, his or her injury or illness. Eligible Team Members may also take intermittent or reduced-scheduled leave for military qualifying exigencies. Intermittent leave is not permitted for birth of a child, to care for a newly-born child, or for placement of a child for adoption or foster care. Team Members who require intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt the Company's operations.

<u>Use of Accrued Paid Leave</u>: Depending on the purpose of your leave request, you may choose (or the Company may require you) to use accrued paid leave (such as vacation time), concurrently with some or all of your FMLA leave. In order to substitute paid leave for FMLA leave, an eligible Team Member must comply with the Company's normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice, etc.).

#### **Notice and Medical Certification:** When seeking FMLA leave, you are required to provide:

1. sufficient information for us to determine if the requested leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that you are unable to perform job functions, a family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. You must also inform the Company if the requested leave is for a reason for which FMLA leave was previously taken or certified.

If the need for leave is foreseeable, this information must be provided 30 days in advance of the anticipated beginning date of the leave. If the need for leave is not foreseeable, this information must be provided as soon as is practicable and in compliance with the Company's normal call-in procedures, absent unusual circumstances.

- 2. medical certification supporting the need for leave due to a serious health condition affecting you or an immediate family member within 15 calendar days of the Company's request to provide the certification (additional time may be permitted in some circumstances). If you fail to do so, we may delay the commencement of your leave, withdraw any designation of FMLA leave or deny the leave, in which case your leave of absence would be treated in accordance with our standard leave of absence and attendance policies, subjecting you to discipline up to and including termination. Second or third medical opinions and periodic re-certifications may also be required;
- 3. periodic reports as deemed appropriate during the leave regarding your status and intent to return to work; and
- 4. medical certification of fitness for duty before returning to work, if the leave was due to your serious health condition. The Company will require this certification to address whether you can perform the essential functions of your position.

Failure to comply with the foregoing requirements may result in delay or denial of leave, or disciplinary action, up to and including termination.

Employer Responsibilities: To the extent required by law, the Company will inform Team Members whether they are eligible under the FMLA. Should a Team Member be eligible for FMLA leave, the Company will provide him or her with a notice that specifies any additional information required as well as the Team Member's rights and responsibilities. If Team Members are not eligible, the Company will provide a reason for the ineligibility. The Company will also inform Team Members if leave will be designated as FMLA-protected and, to the extent possible, note the amount of leave counted against the Team Member's leave entitlement. If the Company determines that the leave is not FMLA-protected, the Company will notify the Team Member.

<u>Job Restoration</u>: Upon returning from FMLA leave, eligible Team Members will typically be restored to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms.

**Failure to Return After FMLA Leave:** Any Team Member who fails to return to work as scheduled after FMLA leave or exceeds the 12-week FMLA entitlement (or in the case of military caregiver leave, the 26-week FMLA entitlement), will be subject to the Company's standard leave of absence and attendance policies. This may result in termination if you have no other Company-provided leave available to you that applies to your continued absence. Likewise, following the conclusion of your FMLA leave, the Company's obligation to maintain your group health plan benefits ends (subject to any applicable COBRA rights).

<u>Other Employment</u>: The Company generally prohibits Team Members from holding other employment. This policy remains in force during all leaves of absence including FMLA leave and may result in disciplinary action, up to and including immediate termination of employment.

Employers' Compliance with FMLA and Team Member's Enforcement Rights: FMLA makes it unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided under FMLA, or discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding relating to FMLA.

While the Company encourages Team Members to bring any concerns or complaints about compliance with FMLA to the attention of Human Resources, FMLA regulations require employers to advise Team Members that they may file a complaint with the U.S. Department of Labor or bring a private lawsuit against an employer.

Further, FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

Military Caregiver Leave: Unpaid Military Caregiver Leave allows eligible Team Members to care for certain family members who have sustained serious injuries or illnesses in the line of duty while on active duty. The family member must be a "covered servicemember," which means: (1) a current member or veteran of the Armed Forces, National Guard or Reserves, (2) who is undergoing medical treatment, recuperation, therapy, or in the case of a veteran, who was a current member of the Armed Forces, National Guard or Reserves within five years prior to the treatment for which an eligible Team Member requests leave; is otherwise in outpatient status; or is otherwise on the temporary disability retired list, (3) for a serious injury or illness that may render a current member medically unfit to perform the duties of the member's office, grade, rank, or rating. Leave is not available to care for servicemembers on the *permanent* disability retired list.

To be "eligible" for Military Caregiver Leave, the Team Member must be a spouse, son, daughter, parent, or next of kin of the covered servicemember and also meet all other eligibility standards as set forth within the FMLA Leave policy.

An eligible Team Member may take up to 26 workweeks of Military Caregiver Leave to care for a covered servicemember in a "single 12-month period." Within the "single 12-month period", an eligible Team Member may take a combined total of 26 weeks of FMLA leave including up to 12 weeks of leave for any other FMLA-qualifying reason (i.e., birth or adoption of a child, serious health condition of the Team Member or close family member, or a qualifying exigency).

**Qualifying Exigency Leave:** Eligible Team Members may take unpaid "Qualifying Exigency Leave" to tend to certain "exigencies" arising out of the duty under a call or order to active duty of a "covered military member" (i.e. the Team Member's spouse, son, daughter, or parent).

Persons who can be ordered to active duty include active and retired members of the Regular Armed Forces, certain members of the retired Reserve, and various other Reserve members

including the Ready Reserve, the Selected Reserve, the Individual Ready Reserve, the National Guard, state military, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard, Air Force Reserve, and Coast Guard Reserve.

A call to active duty refers to a *federal* call to active duty, and *state* calls to active duty are not covered unless under order of the President of the United States pursuant to certain laws.

Qualifying Exigency Leave is available under the following circumstances: short-notice deployment, military events and related activities, childcare and school activities, financial and legal arrangements, counseling, temporary rest and recuperation, post-deployment activities, mutually agreed leave.

<u>Failure to Return from Leave or to Comply with Company Policy</u>: Team Members may be subject to immediate termination for:

- 1. Failing to return to work as scheduled following the end of a leave;
- 2. Providing false or misleading information or omitting certain information in connection with a leave:
- 3. Violation of any of the Company's rules and regulations relating to leave; or
- 4. Violation of any Company policy or performance standard.

For additional information about leave under this policy, contact Human Resources.

#### F. Medical Leave

If you require a leave of absence due to your own serious health condition when you are either ineligible for FMLA benefits or when those benefits have already been exhausted, you may apply for a Medical Leave. Medical leaves are unpaid unless covered by a benefit program. Medical leaves do not provide job protection. We request that any and all Leaves of Absence be submitted in writing.

#### G. Military Leave

Military leave is granted if you must miss work to fulfill military obligations. Qualified individuals are eligible for job and benefit protection for a limited time after separation from active duty as listed under Uniformed Services Employment & Reemployment Rights Act (USERRA). Military Leave is unpaid. If you are called to active duty, please give your manager and human resources department as much advance notice as possible. All applications for military leave will require sufficient documentation.

#### V. VEHICLE, DRIVING and IN-STORE POLICIES

#### A. Mileage Policy (Delivery Experts)

For each order delivered by a Team Member, the Company will reimburse for expenses involved in the use of the Team Member's personal vehicle. This reimbursement is referred to as 'Mileage.' The rate paid per order is adjusted to reflect changing gas prices and the Runzheimer reports obtained by the Company on a regular basis.

If you have any questions or concerns about the mileage reimbursement, please ask your General Manager or contact Human Resources. Additionally, should you ever believe that you are not being fully reimbursed for any expenses you incur on behalf of the Company, notify your General Manager and Human Resources immediately.

#### B. Company Business Additional Mileage and Other Business Expenses

Team Members are reimbursed for mileage and other expenses they incur, including mileage related to Company business runs, such as to your store's designated *Bank* for making deposits, your nearest neighboring store for *Food Inventory* purchases and other runs as designated by the Leadership Team for Company use. Team Members making these 'Runs' must meet the all Federal and State laws, all Driving Requirements of Domino's Pizza.

Team Members must have all other business expenses approved in advance and in writing by the general manager. The Company will reimburse approved business-related expenses that are incurred by our Team Members if they are submitted to the general manager within sixty (60) days and accompanied by receipts and a detailed explanation.

#### C. Delivery Expert Compensation Program

Our Delivery Experts are Tipped Team Members and will be paid a split pay rate. When you are working in the store or doing non-delivery work (such as bank runs, runs for supplies from other stores, etc.), you will be paid the current state or federal minimum wage, whichever is higher. When you take a delivery, you will be paid according to our Company's Delivery Expert Compensation Program.

#### D. Answering Phones

Our Team Members are trained to answer phones within 2 rings and take orders on our POS system. When the phones are ringing and Delivery Experts are in the store, they can assist and help maintain our high volume mentality. Knowledge of our codes and products is essential and all Team Members are required to learn and explain them to our customers.

#### E. Preparation of Products

Our Team Members are trained to prepare products for the business days in accordance with Health Department and Company standards. Prepping during the slow part of the day (usually the mornings) allows us to focus on prepping the correct amount of food and products for the projected business. Preparing and making our products during the day allows the business to focus on sales and service during the busiest parts of the day (the Rush) and not have to worry about running out of food or selling improperly prepared products.

#### F. Customer Service

Domino's Pizza is a nationally recognized brand and we hold our Team Members to a high standard in Customer Service. We are trained to ensure our Customers' Domino's Pizza Experience is a positive one. Smiling, being friendly and courteous, greeting Walk In and Delivery Customers and having a positive attitude are a few examples we encourage to help you represent yourself and our Company in an exceptional manner.

#### G. Store Cleaning & Sanitation

The Company takes tremendous pride in its store cleanliness and sanitation. We are a food establishment that is routinely monitored and inspected to exceed local and State health requirements as well as strict standards set by Domino's Pizza. All Team Members are required to follow store cleaning policies. A few examples of this policy include: washing dishes, sweeping and mopping, wiping and sanitizing walls, windows, floors, ceilings and equipment.

#### H. Automobile Insurance & Driver's License Requirements

At any and all times during your employment with the Company if you drive, either as a primary function of your job OR as a secondary or periodic function of your job in any capacity, you agree to and understand that you are required to have and maintain active current automobile insurance as necessary to comply with Florida laws. Upon request, you will submit to the Company a copy of your current Certificate of Liability Insurance Card (Insurance ID Card) and the Declaration or Binder page for the policy. The Insurance ID Card and Declaration must contain a valid policy number, date of expiration, vehicle year, make and model, and the Team Member's name listed as an 'Insured Driver.' You also agree and understand that you are to immediately inform the Company of any change in the agent, company, and limits of liability, notice of cancellation or renewal of your automobile insurance carried on the automobile utilized in performing your job. You will submit to the Company a copy of the automobile insurance upon request, change or renewal. Your driving practices are subject to observation

and an unsatisfactory report or any reports of unsafe driving as deemed by the leadership Team could be grounds for IMMEDIATE TERMINATION.

Also, in order to drive in any capacity for the Company, you have to have a current, active state issued driver's license. You will submit to the Company a copy of the driver's license upon request and upon renewal of the license. You cannot drive another Team Member's automobile unless you are listed as an insured driver on the insurance that covers that vehicle. A copy of this vehicle insurance and a vehicle inspection must be on file in the office. In addition to having the required automobile insurance and current state issued driver's license, you will have on file with the Company a current (within the past 6 months) Motor Vehicle Report (MVR) and you have been QUALIFIED to drive for the Company. Delivery Experts are required to sign a separate Safe Driver Pledge.

#### I. DUI/DWI

If any Team Member has been convicted of a DUI/DWI charge in the past three years or has more than one conviction for DUI/DWI, they are **Not Qualified** to drive. They can work inside in a Non-Driving capacity as business allows. The Team Member must be in good standing to be transferred as an Insider.

**Not Qualified** to drive means the Team Member **CANNOT** drive for the Company in any capacity. This includes but is not limited to delivery, bank deposits, driving to meetings, picking up payroll, and driving to other stores to pick up product.

#### VI. ELECTRONIC and OTHER COMMUNICATIONS

#### A. Electronic Communications

The following policy governs the use of all Company-owned computers, personal computers used for Company business, e-mail and voice mail systems, and Internet access via Company computers and/or data lines.

All Company computers, e-mail and voice mail facilities, and Internet access accounts are the Company's property to be used to facilitate the business of the Company. All information that is temporarily or permanently stored or transmitted with the aid of the Company's computers, e-mail and Internet remain the sole and exclusive property of the Company. As such, Team Members should have no expectation of privacy in connection with their access and use of such equipment and systems.

Team Members should not use or access the Company's computers, voice mail, e-mail and Internet systems in any manner that is unlawful, inappropriate or contrary to any other Company policy.

All software that has been installed on Company computers and personal computers used for Company business is Company property and may not be used for any non-business, unlawful or improper purpose. In addition, all data temporarily or permanently collected, downloaded, uploaded, copied and/or created on Company computers, and all data temporarily or permanently collected, downloaded, uploaded, copied and/or created on personal computers used for Company business that relate in any manner to the Company's business are the exclusive property of the Company and may not be copied or transmitted to any outside party or used for any purpose not directly related to the business of the Company.

It is not possible to identify every type of inappropriate or impermissible use of the Company's computers, e-mail, voice-mail and Internet systems. Team Members are expected to use their best judgment and common sense at all times when accessing or using the Company's computers, e-mail, voice-mail and Internet systems.

Violations of this policy may result in disciplinary action, up to and including termination of employment. Team Members who damage the Company's computer system through its unauthorized use may additionally be liable for the costs resulting from such damage. Team Members who misappropriate copyrighted, trade secret, or proprietary business information, or who distribute harassing messages or information, may additionally be subject to criminal prosecution and/or substantial civil money damages. Nothing in this policy is intended to restrict a Team Member's statutory rights under the National Labor Relations Act.

#### B. Social Media

Social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, the Company has established the following guidelines for appropriate use of social media.

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

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

Carefully read these guidelines, the Equal Employment Opportunity, Electronic Communications, Violence Free Workplace, and Anti-Harassment policies, and ensure your postings are consistent

with these policies. Inappropriate postings that may include discriminatory remarks, harassment, retaliation, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including immediate termination.

Always be fair and courteous to fellow Team Members, customers, vendors, suppliers or people who work on behalf of the Company. Also, keep in mind that you are more likely to resolve work related complaints by speaking directly with your co-workers or by utilizing our Open Door policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparages customers, Team Members, vendors, or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, age, gender, national origin, color, disability, religion or any other status protected by federal, state or local law or Company policy.

Make sure you are always truthful and accurate when posting information or news. If you make a mistake, correct it quickly. Be open about any previous posts you have altered. Use privacy settings when appropriate. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. The Internet is immediate, nothing that is posted ever truly "expires." Never post any information or rumors that you know to be false about the Company, fellow Team Members, customers, vendors, suppliers, people working on behalf of the Company or competitors.

Maintain the confidentiality of the Company trade secrets and proprietary or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. Do not post internal reports, policies, procedures or other internal business-related confidential communications.

Do not create a link from your blog, website or other social networking site to the Company's website without identifying yourself as a Company Team Member.

Express only *your* personal opinions. Never represent yourself as a spokesperson for the Company. If the Company is a subject of the content you are creating, be clear and open about the fact that you are a Team Member and make it clear that your views do not represent those of the Company, fellow Team Members, customers, vendors, suppliers or people working on behalf of the Company. If you do publish a blog or post online related to the work you do or subjects associated with the Company, make it clear that you are not speaking on behalf of the Company. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of the Company."

You must refrain from using social media while on working time or while using equipment we provide. Do not use a Company email address to register on social networks, blogs or other online tools utilized for personal use.

Team Members are encouraged to report violations of this policy. The Company prohibits retaliation against any Team Member for reporting a possible deviation from this policy or for cooperating in an investigation. Any Team Member who retaliates against another Team Member for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including immediate termination.

Team Members should not speak to the media on the Company's behalf without contacting the Franchise Owners. All media inquiries should be directed to them.

If you have questions or need further guidance, please contact Human Resources.

#### C. Surveillance Camera Policy

It has been established, for the Safety of our Team Members and our Customers, Domino's Pizza employs the use of video surveillance. The use of surveillance will not cover areas where there is an expectation of privacy.

#### D. Telephone/GPS/Camera Usage

The Company recognizes that there may be an occasion when it is necessary to make or receive personal communications at work. No personal communications are permitted unless there exists an emergency. Abuse of this privilege is subject to disciplinary action.

While there may be emergency instances where a Team Member needs to communicate using a hands free device, the general expectation of the Company is that if a Team Member chooses to carry a cell phone, that they do not drive their vehicle while talking on the phone or texting. Pull over and communicate only after the vehicle is stopped and at a safe location. Violators will be disciplined, including the possibility of immediate discharge, at the sole discretion of the Company.

Team Members who make deliveries are not required to use a GPS device as the stores are equipped with a driver center that has maps and methods to look up addresses and print directions. Should a Team Member chose to use a GPS, they may not drive and program the device. The Team Member must pull safely to the side of the road and stop the vehicle.

Because of the importance of our telephone communication to our customers and the public, the Company may monitor telephone calls from time to time in accordance with state law.

Team Members are prohibited from making recordings by photograph, video, or other electronic means while at work or performing Company business. Specifically, Team Members should not

record customers, vendors, or co-workers in places where there is an expectation of privacy, such as a restroom. Nor should recordings be made of any person without their express consent. Team Members should not make recordings of confidential or proprietary business information, such as formulas, recipes, proprietary computer software, customer information, or social security, credit card or account numbers. This policy is not intended to prohibit or restrict Section 7 activity under the National Labor Relations Act.

#### E. Phone Audit Monitoring Policy

Call recording may be done for quality monitoring, workforce management, training, and evaluation, verification, dispute resolution and for accurate incident reconstruction. Domino's Pizza employs the use of call monitoring and recording for audit and training purposes. Be aware that your call may be recorded for training purposes by a Domino's Pizza authorized Team Member and the results of these audits may be used for disciplinary action.

#### TEAM MEMBER ACKNOWLEDGMENT AND AGREEMENT

I acknowledge that I have received my copy of the Panhandle Pizza, LLC. Team Member Handbook ("Team Member Handbook") and that I will familiarize myself with and abide by its contents. This Team Member Handbook supersedes any prior handbook issued by the Company.

I understand that this handbook represents the current policies, regulations, and benefits, and that, except for employment at-will status, any and all policies or practices can be changed at any time by the Company. The Company retains the right to add, change, or delete wages, benefits, policies, and all other working conditions at any time (except the policy of "at-will employment" which may not be changed, altered, revised or modified without a written agreement signed by both myself and the President of the Company).

I further understand that nothing in the Team Member Handbook creates or is intended to create a promise or representation of continued employment and that my employment, position, and compensation at the Company are at-will, and may be changed or terminated at the will of the Company. I understand that I have the right to terminate my employment at any time, with or without cause or notice, and that the Company has a similar right. At-will status is the sole and entire agreement between the Company and myself concerning the duration of my employment unless there is a specific writing signed by myself and the President of the Company that expressly addresses my situation. No supervisor or representative of the Company, other than the President, has any authority to enter into any agreement for employment for any specified period of time.

If any term or provision, or portion of this Agreement is declared void or unenforceable it shall be severed and the remainder of this Agreement shall be enforceable.

## PLEASE DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE ACKNOWLEDGMENT AND AGREEMENT

Print Full Name		
Signature		
 Date		

Team Member Copy – Please keep in Handbook for reference.

THIS IS NOT A CONTRACT

TEAM MEMBER ACKNOWLEDGMENT AND AGREEMENT

I acknowledge that I have received my copy of the Panhandle Pizza, LLC. Team Member Handbook ("Team Member Handbook") and that I will familiarize myself with and abide by its contents. This Team Member Handbook supersedes any prior handbook issued by the Company.

I understand that this handbook represents the current policies, regulations, and benefits, and that, except for employment at-will status, any and all policies or practices can be changed at any time by the Company. The Company retains the right to add, change, or delete wages, benefits, policies, and all other working conditions at any time (except the policy of "at-will employment" which may not be changed, altered, revised or modified without a written agreement signed by both myself and the President of the Company).

I further understand that nothing in the Team Member Handbook creates or is intended to create a promise or representation of continued employment and that my employment, position, and compensation at the Company are at-will, and may be changed or terminated at the will of the Company. I understand that I have the right to terminate my employment at any time, with or without cause or notice, and that the Company has a similar right. At-will status is the sole and entire agreement between the Company and myself concerning the duration of my employment unless there is a specific writing signed by myself and the President of the Company that expressly addresses my situation. No supervisor or representative of the Company, other than the President, has any authority to enter into any agreement for employment for any specified period of time.

If any term or provision, or portion of this Agreement is declared void or unenforceable it shall be severed and the remainder of this Agreement shall be enforceable.

## PLEASE DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE ACKNOWLEDGMENT AND AGREEMENT

Print Full Name	
Signature	
Date	

Employer Copy – Please sign, tear out and return to your supervisor.

THIS IS NOT A CONTRACT