

EMPLOYEE HANDBOOK



QM CORPORATION / INTERVAL MANAGEMENT

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Q.M. RESORTS
EMPLOYEE HANDBOOK
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WELCOME TO QM RESORTS

Welcome to QM Resorts! QM Resorts includes QM Corporation and its wholly owned subsidiary, Interval Management, Inc., and both are referred to in this *Employee Handbook* as the “Company”.

This Handbook is a general guide, for your use during employment. It is not intended to address all policies and procedures. Therefore, if you have any questions concerning eligibility for a particular benefit, or the applicability of a policy or practice to you, you should direct your questions to the Human Resources Department. The Company has the right to make changes to this *Handbook*, without notice. This *Handbook* replaces any and all previous guidebooks, handbooks or policies on subjects of a similar nature. The *Handbook* is not meant to be a contract of employment, expressed or implied, since the Company’s employment policy is “at will,” explained herein.

You will be asked to sign a Receipt, found on the last page of this *Handbook*, acknowledging that you have received your copy of the Company *Employee Handbook*. The Receipt will be removed and filed in your personnel file.

Our goal is to provide excellent customer service and the ultimate hospitality experience to our owners and guests. The Company encourages you and all employees to meet this goal. We wish you great success in your position with the Company.

I. INTRODUCTION

- A. EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER.** We are firmly committed to the policy of non-discrimination, equal opportunity and reasonable accommodation in employment as required by law. This means there can be no discrimination in any conditions of employment including recruitment, hiring, discipline or termination, opportunities for advancement, participation in training programs, transfers, wages, salaries or benefits. Simply stated, equal opportunity means that all suitable, qualified individuals have an equal chance to compete for job opportunities within the company, regardless of sexual orientation, gender identity or expression, race, color, religion, national origin, sex, age, veteran's status, disability or any other category protected by law.

Our company will offer reasonable accommodations that do not cause undue hardship to all suitable, qualified applicants and employees with a known disability or for an employee's religious beliefs.

Any employee who believes that this broad-based policy is in any way not being adhered to in accordance with the law should advise management at once, either orally (informally) or in writing. Immediate action will be taken to correct any inconsistency with requirements of law. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with QM Corporation within the past three years, or if their previous I-9 is no longer retained or valid.

Employees with questions or seeking more information on immigration law issues are encouraged to contact Human Resources. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

- B. "AT-WILL" EMPLOYMENT.** While we hope your employment with us will be long and beneficial to you and the Company, there is no contract of employment between us. Your employment with us is not for any specific length of time. Our association is that of voluntary "at-will" employment. You are free to resign at any time, with or without notice, for any reason or no reason. Similarly, the Company is free to terminate your employment at any time it believes it is in the Company's best interest to do so with or without notice, for any reason or for no reason. No manager, supervisor or representative of the Company (other than the Chief Executive Office) has the authority to enter into any agreement for employment or to make any agreement contrary to the foregoing.
- C. HARASSMENT PROHIBITION.** The Company maintains a strict policy prohibiting sexual harassment and harassment because of race, color, religion, age, disability, national origin, sexual orientation, gender identity or expression, or any other basis made unlawful by any applicable law. The Company will not tolerate harassment of our employees by anyone, including a manager, supervisor, co-worker, visitor, vendor, owner or customer. If an employee is offended by another's behavior, it is considered harassment and may consist of unwelcome, unsolicited conduct, whether verbal, physical, or visual, based upon a person's protected status (i.e., sex, color, race, religion, national origin, age, disability, veteran status, or other protected group). We strictly prohibit harassment that affects or otherwise interferes with an individual's work performance, or creates an intimidating, hostile or offensive work environment.

Sexual harassment may include: practical jokes, jokes about gender-specific traits, foul or obscene language, gestures, displays of printed or visual material, virtual conduct such as sending offensive, obscene, or inappropriate messages or photos via text, phone, or social media, or physical contact, such as patting, pinching, touching or brushing against another's body. Unwelcome sexual advances, propositions, sexual innuendo, suggestive comments, sexually-oriented kidding or teasing, requests for sexual favors, or other physical, verbal, or visual conduct based on sex, constitute sexual harassment when:

- Submission to the conduct is an explicit or implicit term or condition of employment,
- Submission to or rejection of the conduct is used as the basis for an employment decision, or
- The conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

An employee who is involved in a personal relationship with another employee may not occupy a position in the same department as, work directly for or supervise the employee with whom he or she is involved. Personal relationship is defined as a relationship between individuals who have or have had a continuing relationship of a romantic or intimate nature. QM Resorts reserves the right to take prompt action if an actual or potential conflict of interest arises concerning individuals who occupy positions at any level (higher or lower) in the same line of authority that may affect employment decisions. Supervisors are prohibited from dating subordinates and may be disciplined for such actions, up to and including termination.

Hostile work environment may include bullying, verbal abuse, screaming, making offensive or demeaning remarks to a subordinate or co-worker, or creating intimidating or pervasive conditions in the workplace.

Reporting: If you believe you have witnessed or experienced harassment including a hostile work environment, you should report it promptly to your supervisor, department manager or director, or to Human Resources or another manager you are comfortable with. All reports of harassment or hostile work environment will be held in confidence and will result in an immediate and thorough investigation, the results of which will be kept as confidential as possible. The reporting employee will be informed of the investigation status. If an investigation confirms that harassment or hostility has occurred, the Company will take corrective action, up to and including termination of employment. Any employee reporting harassment or a hostile work environment will not be disciplined or punished or subject to any other action that is retaliatory in nature. If an employee is caught retaliating against an employee for opposing, reporting, or threatening to report unlawful harassment, or for participating in an investigation, proceeding or hearing, they will be disciplined up to and including termination.

D. EMPLOYMENT CLASSIFICATIONS.

EXEMPT: An employee is determined to be “exempt” according to federal and state law based upon employee’s job duties, responsibilities and salary (Fair Labor Standards Act (FLSA) and NRS 608.018). An employee who performs duties determined to be “exempt”, is not eligible to receive overtime pay. All exempt employees have a regularly set schedule they are required to abide by.

NON-EXEMPT: If you are classified as a non-exempt/hourly employee, you will be paid for the number of hours worked, plus overtime pay for hours worked beyond 8 hours in a work day (pursuant to Nevada Law) or 40 hours in a work week depending upon your rate of pay. (FLSA, NRS 608.018). Wages of non-exempt employees are calculated on an hourly basis. The schedule may be flexible.

FULL-TIME: An employee regularly scheduled to work 32 or more hours per week.

PART-TIME: An employee regularly scheduled to work less than 32 hours per week.

TEMPORARY: An employee who works for a limited time or for a specific project.

PART-TIME and TEMPORARY employees are NOT eligible for Company Health Benefits

NOTES:

- 29 CFR 541, US Dept. of Labor, Employment Standards Admin., Wage & Hour Div.
- Overtime is paid for over 8 hours a day – only if your hourly rate is less than 1.5 times minimum wage.
- Employees may not work for both QM and IM at the same time.

- E. INTRODUCTORY PERIOD OF EMPLOYMENT.** There is a 90-day introductory period with the Company enabling you to become familiar with your job requirements. Should you complete the 90-day period, your Supervisor is directed to evaluate your job performance as to whether or not you are meeting the job requirements. Company benefits are available to employees on the first of the month following 60 days of continuous employment. Completion of 90 day intro period is not a guarantee of continued employment.
- F. CONFLICT OF INTEREST.** All employees must avoid activities or relationships that conflict with the Company's interests or adversely affect the Company's reputation. Employees must avoid activities and relationships that are intended to, or might appear to, influence the employee's decision-making or professional conduct or are in exchange for the employee's favorable decisions or performance on his or her job. Employees must avoid activities or relationships that might require the disclosure of the Company's confidential information or might impair the employee's judgment in the performance on official duties. Employees must disclose actual or potential conflicts to their supervisor as soon as they become aware of them. Failure to disclose or resolve conflicts of interest can result in disciplinary action.
- G. PERSONNEL RECORDS.** The Company maintains personnel records for all current and past employees in compliance with government recordkeeping and reporting requirements. It is your responsibility to keep personal information up-to-date by notifying Human Resources of any name, address or telephone change, or changes in dependants' information. If you wish to access your personnel records, you must provide Human Resources with advance notice. Review of your personnel file will be done in accordance with Nevada Law. Under certain circumstances, some personnel records may be made available to your supervisor or the Company's legal counsel.
- H. HIPAA PRIVACY RULE.** The Company maintains your privacy regarding any and all individually identifiable health information, in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- I. HOURS OF OPERATION.** The Company's work week is from Thursday, 12:00 AM through Wednesday, 11:59 PM. Normal office hours are 8:00 AM through 5:00 PM, Monday through Friday. However, your shift may differ from those hours. You are expected to report to and be ready to work when your scheduled shift begins. Any request to leave during your scheduled work time must be approved by your supervisor. When scheduled work time is over, you must leave as promptly as possible. Meal periods are one-half (1/2) to one (1) hour (depending upon your department). All meal periods are unpaid time off unless you are in a one-person department and are unable to leave your job Pursuant to NRS 608.019, employees are entitled to a 10- minute paid rest period for every four (4) hours worked.
- J. Emergency Closures** In the event there is an emergency, unforeseen closure, or closure out of our control due to inclement weather, system failure, power loss, or other unforeseen circumstance, hourly employees will be expected to utilize their PTO to cover any time missed. Salaried employees will receive their normal salary pay so long as the salaried employee worked in that given week. Please note that no policy can cover every potential emergency, so this policy refers to the most common incidents, other incidents may also fall under our emergency closure policy at the CEO's discretion. In the event of an emergency, Managers will make every effort to notify employees by phone of the closure as soon as possible.

II. COMPENSATION

- A. PAYDAYS** are every other Friday after 3:00 pm. Pay periods are bi-weekly and end on a Wednesday, the week before Payday. If you do not receive your check, contact your supervisor or manager before the end of your shift. Advances are not allowed. Additionally, it is your responsibility to obtain prior approval for any paid time off (vacation, sick or holidays).
- B. OVERTIME.** You may at times be required to work overtime. However, all employees must clear all overtime or compensatory time with their supervisor prior to accruing any such time. Employees who work overtime without receiving prior authorization may be subject to disciplinary action up to and including termination of employment. Federal and state laws require that overtime be paid to hourly (non-exempt) employees for work performed over 40 hours in a work week or over 8 hours per work day, if eligible under state law. Overtime is computed at 1 ½ times your regular hourly rate of pay. Overtime pay is based off of hours worked. Time off for holiday pay, PTO, or any type of leave of absence will not be considered hours worked for purposes of calculating overtime pay.
- C. TIME CLOCK/RECORD AND ID BADGE.** An electronic time-keeping system is provided to you for use with a picture-identification (ID) badge, issued when you are hired. The time clock records actual hours worked when you swipe your ID badge coming to or leaving work, to make sure you are paid correctly. Examine your paychecks for accuracy to make certain you are paid for all time worked. You must use your ID badge to clock in and out **AT ALL TIMES; you may not work without a badge. You may not clock in or out for another employee. Falsifying your time record will result in immediate termination.**
- D. PERFORMANCE DEVELOPMENT & EVALUATION.** The purpose of a performance evaluation is to assess your job performance and achievements, discuss your work standards, and to determine whether improvement, development or training is needed. Your future potential, goals and/or possible opportunities within the Company will be outlined and reviewed. Your job performance will be regularly evaluated during your employment.
- E. EMPLOYEE REFERRALS.** The Company values applicant referrals from existing employees. When an applicant is referred by an employee, is hired, and stays with the Company for the introductory 90-day period, the Company pays a monetary bonus to the referring employee. If the referring employee leaves the Company within that 90-day period, they relinquish the referral bonus.

III. EMPLOYEE BENEFITS

- A. **HEALTH / DENTAL / VISION INSURANCE.** All full-time employees are eligible for the Company's group medical, dental and vision insurance the first of the month after 60 days of employment. The Company pays a portion of employee's insurance premium; the Employee is responsible for the remaining amount (taken out of your paycheck bi-weekly). The Company Insurance is available for your dependents at your expense.
- B. **COBRA.** Insured employees or dependents under the Company's health insurance plan may be eligible for continued coverage if active coverage is lost under certain qualifying events set forth under federal law (COBRA). Information about your COBRA rights is available from Human Resources.
- C. **OPTIONAL EMPLOYEE-PAID SUPPLEMENTAL BENEFIT PLANS.** If you are a full-time employee and have completed 60 days of employment, you are eligible to participate in several optional employee-funded supplemental benefit plans at the first of the month following 60 days. If eligible, you will be contacted by an insurance agent who will explain: (1) different types of supplemental insurance that you may purchase; (2) which insurance premiums may be paid with pre-tax dollars; and (3) what qualifies as eligible health care expenses under any flexible spending plans offered. Any and all supplemental insurance chosen is 100% employee paid. You are responsible to notify the Human Resources and the payroll department of all deductions that must be withdrawn from your paycheck.
- D. **401(k) RETIREMENT PLAN.** Plan your retirement now – the Company matches up to 4% of your annual compensation – if you choose to participate. If you have worked at least 90 days, and are 21 years old, you are eligible to participate in the 401(k) Plan. Prior to eligibility, Human Resources will provide you with information.
- E. **DIRECT DEPOSIT.** Employees are encouraged to use Direct Deposit to have their paychecks deposited directly into their savings or checking accounts. You may view your paystubs directly from the payroll app.
- F. **FITNESS CENTER.** The Company provides free use of its fitness centers to all employees.

H. EMPLOYEE COMPLIMENTARY RESORT ACCOMMODATIONS

ELIGIBILITY: Full-time employees who have been employed with the Company for at least one year may be eligible to use the Complimentary Resort Accommodations Program through exchange at non-QM Resort properties one time a year. Employees may not have any disciplinary actions within the last 12 months. Many factors are considered before Complimentary Resort Accommodations are approved, such as an employee's past work performance, reliability, and attendance, to name a few. The Company may make exceptions for part-time employees who have been with the Company over one year and meet other eligibility factors, such as a commendable or outstanding performance record. If you have received any corrective action notices, you will be ineligible for resort accommodations for that year.

EMPLOYEES STAYING AT QM RESORT PROPERTIES: Eligible employees are allowed to stay at QM Resort Properties, based upon resort availability provided they give advance notice to their supervisor, their request has been approved and they have received confirmation and Accommodations ID number from the Reservations Department. Any damages or fees incurred at the resort are the employee's responsibility.

COMPLIMENTARY RESORT ACCOMMODATIONS TO NON-QM RESORT PROPERTIES: Eligible employees are allowed to request exchanges at non-QM Resort properties provided they have given advance notice to their supervisor, their request has been approved and they have received confirmation and an Accommodations ID number from the Reservations Department. Requests for non-QM Resort properties are not approved liberally—they are approved only for those employees who have been evaluated by their supervisor as an outstanding Company employee. Any damages or fees incurred at the resort are the employee's responsibility.

PROCEDURE FOR REQUESTING COMPLIMENTARY RESORT ACCOMMODATIONS: An employee who wishes to use Complimentary Resort Accommodations must complete an *Employee Complimentary Resort Accommodations Request* form (obtain from Human Resources), as much in advance as possible of the dates requested. Please be advised that exchanges take time to process and at least three months advance notice is preferred, but not required to try to fulfill your request. Requests are based on availability and are not guaranteed. The employee must first obtain approval from their supervisor and manager. Then the form is sent to Human Resources to verify there have been no disciplinary actions within a year. Then all requests for Complimentary Resort Accommodations must be approved by the C.E.O. prior to the form being delivered to the Reservations Manager for processing. Employees cannot check availability with any Reservations agent without pre-approval. The Reservations Department will contact the employee after reservations are confirmed and provide the employee with an Accommodations ID number and the Resort name and location. The approved request form will be sent to Human Resources to log usage and then kept in the employee's personnel file.

At no time shall an employee be allowed to take over or purchase ownership of any current QM affiliated timeshare unless approved by CEO, Larry Roberts. Anyone who does not abide by this policy will be subject to termination.

IV. TIME OFF

A. PAID HOLIDAYS. Full-time employees, who have completed the 90-day introductory period are eligible for the following paid holidays:

- | | |
|---------------------------|------------------------|
| 1. JAN – NEW YEAR’S DAY | 4. SEPT – LABOR DAY |
| 2. MAY – MEMORIAL DAY | 5. NOV – THANKSGIVING |
| 3. JUL – INDEPENDENCE DAY | 6. DEC – CHRISTMAS DAY |
| 7. EMPLOYEE’S BIRTHDAY | |

Floating Holiday: If one of the above holidays falls on your scheduled day off or during your vacation, you may take an approved day off as a “floating holiday”. You will receive your floating holiday pay in the same pay period you take the floating holiday. If you normally work Monday through Friday and a holiday falls on a Saturday the preceding Friday is observed, and when a holiday falls on a Sunday, the following Monday is observed.

If you worked on a holiday, you will receive holiday pay plus pay for time worked. All floating holidays, including your Birthday, must be taken within **the same calendar year** of the actual holiday, after that, you forfeit your holiday pay. If you have an unexcused absence on a scheduled workday before or after a holiday, you will not receive holiday pay (unless approved by your supervisor or manager).

B. PAID TIME OFF.

Beginning on your first day of employment, Full Time employees will accrue in accordance with the following schedule. Paid time off is available to begin using on your 90th day of employment. Employees may not borrow against future accruals.

- **ONE year** **10 DAYS**
- **TWO years** **15 DAYS**
- **FIVE years** **20 DAYS**
- **TEN years** **25 DAYS**

Accrual: PTO begins to accrue from the date of hire or start of full-time employment. If you do not use all of your accrued paid time off, you may carry over up to the equivalent of your annual accrual to the following year. You will stop accruing if you hit your annual accrual, you must use your PTO in order to continue accruing more time (this includes rollover time) Paid time off must be taken in increments of 4 hours. All requests for time off must be approved in advance by the employee’s supervisor.

Part Time Employees PTO: As a part time employee, effective January 1, 2020 you will begin accruing PTO on your date of hire and will continue accruing over the course of the benefit year at 0.01923 hours of paid leave per hour worked. Once you reach 40 hours of PTO, you will be capped out for the year. Part time employees may begin using their paid leave on the 90th calendar day of employment. Any unused paid time off will not be paid out upon termination. However, if an employee is rehired within 90 calendar days (and the reason for termination wasn’t a voluntary quit), your PTO will be reinstated. Temporary, seasonal, or on call employees are not eligible for paid time off.

Scheduling Vacation: Vacation time must be pre-approved and scheduled in advance with your Supervisor and/or Manager. Please make these requests as soon as practicable but with at least one week notice to your Supervisor to allow us time to properly cover your shifts. Vacations are not generally approved between July and September for front-line employees – as the summer is our busiest time at the Company. Approval of Vacations for other departments during these months will be based on business needs and/or demands.

PTO Pay When Employee Leaves the Company: When employment terminates, you will receive pay at your then current wage for unused accrued PTO up to the **capped amount of 80 hours** unless any of the following exist:

- If you leave the Company before your first year of continuous employment is completed, you will not be entitled to any PTO accrued, prorated or otherwise.
- If you are terminated for documented cause or gross misconduct, you will not be provided any PTO pay. Gross misconduct includes but is not limited to: misappropriation of company property, disclosure of confidential information, violation of a conflict of interest policy, unlawful discrimination, violence, fighting, harassment, violation of the Company's safety policy or drug and alcohol policy, and criminal acts on Company premises or during work hours.
- If you give less than 2 weeks of notice for your resignation, you will not receive any PTO pay.

IT IS VERY IMPORTANT to call your Supervisor or manager prior to the start of your shift – if you do not call and do not show up to work, you may be considered to have abandoned your job and voluntarily resigned; and you may not be eligible for rehire. Texting or other forms of electronic communication are not acceptable.

Excessive absences: An employee with numerous and/or repetitive late arrivals or absences may be disciplined up to and including discharge. In the event of excessive absences the Company may, at its discretion, require a statement from a licensed physician verifying the nature of, dates of and ability to return to work from any illness, injury or disability.

In situations where an employee takes time-off either in full or partial days, but does not request to use his or her PTO benefits, it is the Company's policy that determines whether time off benefits will be automatically deducted when available. Because salaried-exempt employees cannot have their salary docked for partial-pay absences, the Company will require the use of PTO for these absences as part of the Company Policy.

NOTE:

- One sick day is equal to the average number of daily hours worked in a scheduled work week.

- C. BEREAVEMENT LEAVE.** Full-time employees are eligible to take up to 3 paid days of bereavement leave, if scheduled workdays are involved, upon the death of an immediate family member, defined as:

- Spouse/Domestic Partner
- Parent, or spouse's parent
- Grandchild
- Child/Stepchild
- Sibling, or spouse's sibling
- Grandparent, or spouse's Grandparent

Bereavement Leave must be requested within 30 days of the individual's passing. Leave to attend the funeral of a non-immediate family member or person with some especially close relationship may be granted with or without pay at the Company's sole discretion. The Company reserves the rights to require an employee to present proof of death and family relationship before being paid bereavement leave. Employees may request additional unpaid bereavement leave. Requests must be made to a supervisor or the Human Resource Manager.

- D. JURY DUTY.** Full-time employees who are required to serve a Jury will be paid up to 5 days of absence from work per calendar year (less any jury fees received). When called to Jury Duty you must:
- Inform your supervisor when the court first notifies you and present the court notice to the Company before reporting to the court.
 - Request a verification letter from the court bailiff or clerk when released from Jury Duty and submit the letter and copy of fees received to Payroll when you return to work so the Company can compute your 5-day wages during Jury Duty.

Employee should return to work when released from jury duty if half of a workday or more remains. NRS 6.190.

- E. MILITARY LEAVE.** Unpaid military leave may be taken as soon as employee receives notification from a military authority. The Company will reinstate an employee returning from military leave to their same position, or one which the employee would have attained if they had not gone on leave. A military member is eligible to be reinstated if: (1) they gave advance notice; (2) accumulated less than 5 years of military service; (3) was honorably discharged; and (4) is reporting back to work within the time allotted by law. The Uniformed Services Employment & Reemployment Rights Act (USERRA) will be adhered to.

- G. MEDICAL LEAVE.** A Maximum of 8 weeks unpaid Medical leave (includes pregnancy) is available to full-time employees not otherwise entitled to FMLA leave, but who have been employed at least 180 days.

Notice: You must give advance notice (why) for taking a medical leave. Your notice must be accompanied by a statement by a physician licensed in affirming that you are unable to work, describing your condition, and indicating the length of leave time anticipated or required. If you require additional time off, you must provide an amended statement from a physician stating the need for additional time off work.

Return to Work: Returning to work prior to expiration of your leave will require a written statement from your physician confirming you are released to return to work. If the doctor's release is acceptable, you will be returned to your previous job if possible. If your position is no longer open, you may apply for any job opening for which you are qualified. The Company will take under consideration your past employment, at the time you re-apply.

Voluntary Quit: The leave of absence will end on its date of expiration or on the date you are released by your physician to return to work, whichever first occurs. Should you fail to contact the Company or fail to report for work, such failure will be interpreted as a voluntary quit and you will be given no preferential consideration.

Light-Duty Work: If you are released by your physician to return to light-duty or modified work, and a position is available, you will be offered such a position. If your disability appears to be long-term or permanent, reasonable accommodation will be sought. If light duty is not available and reasonable accommodation is not possible, your employment may be terminated.

Benefits: When you go on medical leave all Company-provided benefits cease accrual (seniority, vacation and sick time). You will not accrue PTO as long as you are on an unpaid leave of absence. Accruals will begin when you return to full-time work after the 8-week allotted time. If you are enrolled in the Company's group health plan, you may be eligible to continue plan coverage during your leave of absence under the COBRA provisions. For complete information on your COBRA rights, contact Human Resources.

- H. FAMILY & MEDICAL LEAVE ACT (FMLA).** It is the policy of this Company to grant up to 12 weeks of family and medical leave during any 12-month period (measured in a rolling backward method) to eligible employees, in accordance with the Family and Medical Leave Act of 1993 (FMLA) and up to 26 weeks of leave in any 12-month period in compliance with the expansion of FMLA under The Support for Injured Service Members Act of 2007. The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy.

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

1. The employee must have worked for the employer for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of the week or if the employee is on leave during the week.
2. The employee must have worked at least 1,250 hours during the 12-month period immediately before the date when the leave is requested to commence. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.
3. The employee must work in an office or work site where 50 or more employees are employed by the company within 75 miles of that office or work site. The distance is to be calculated by using available transportation by the most direct route.

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

1. The birth of a child and in order to care for that child;
2. The placement of a child for adoption or foster care and to care for the newly placed child;
3. To care for a spouse, child or parent with a serious health condition;
4. The serious health condition (described below) of the employee. An employee may take leave because of a serious health condition that makes the employee unable to perform the functions of the employee's position. A serious health condition is defined as a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or 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 condition, which, left untreated, would result in a period of incapacity of more than three days, would be a serious health

condition. Employees 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 HR Department. The company may require an employee to provide a doctor's certification of the serious health condition. The certification process is outlined on page 14 of this policy.

5. A covered family member's active duty or call to active duty in the Armed Forces. An employee whose spouse, son, daughter or parent either has been notified of an impending call or order to active military duty or who is already on 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. Reasons related to the call-up or service includes helping the family member prepare for the departure or caring for children of the Service Member. The leave may commence as soon as the individual receives the call-up notice. (Son or daughter for this type of FMLA leave is defined the same as for child for other types of FMLA leave, except that the person does not have to be a minor.) This type of leave would be counted toward the employee's 12-week maximum of FMLA leave in a 12-month period. Employees requesting this type of FMLA leave must provide proof of the qualifying family member's call-up or active military service before leave is granted.
6. To care for an injured or ill Service Member. This leave may extend to up to 26 weeks in a 12-month period for an employee whose spouse, son, daughter, parent or next-of-kin is injured or recovering from an injury suffered while on active military duty and who is unable to perform the duties of the Service Member's office, grade, rank or rating. Next-of-kin is defined as the closest blood relative of the injured or recovering Service Member. An employee is also eligible for this type of leave when the family Service Member is receiving medical treatment, recuperation or therapy, even if the Service Member is on temporary disability retired list. Employees requesting this type of FMLA leave must provide certification of the family member or next-of-kin's injury, recovery or need for care. This certification is not tied to a serious health condition as for other types of FMLA leave. This is the only type of FMLA leave that may extend an employee's leave entitlement beyond 12 weeks to 26 weeks. Other types of FMLA leave are included with this type of leave totaling the 26 weeks. An eligible employee can take up to 12 weeks (or up to 26 weeks of leave to care for an injured or ill Service Member) under this policy during any 12-month period. The company will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the company will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks (or 26 weeks for the care of an injured or ill Service Member) of available leave, with the balance remaining being the amount the employee is entitled to take at that time.
7. If a husband and wife 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 husband and wife may only take a combined total of 12 weeks of leave. If a husband and wife both work for the company and each wishes to take leave to care for a covered injured or ill Service Member, the husband and wife may only take a combined total of 26 weeks of leave.

Employee Status and Benefits During Leave

1. While an employee is on leave, the company will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work. If the employee chooses not return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the company will require the employee to reimburse the company the amount it paid for the employee's health insurance premium during the leave period.
2. Under current company policy, the employee pays a portion of the health care premium. While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in the Accounting department by the 15th day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave. The employer will provide 15 days' notification prior to the employee's loss of coverage.
3. If the employee contributes to a life insurance or disability plan, the employer will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits and pay their portion of the premiums; or the employer may elect to maintain such benefits during the leave and pay the employee's share of the premium payments. If the employee does not continue these payments, the employer may discontinue coverage during the leave. If the employer maintains coverage, the employer may recover the costs incurred for paying the employee's share of any premiums whether or not the employee returns to work.

Employee Status after Leave

1. An employee who takes leave under this policy 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 virtually identical in terms of pay, benefits and working conditions.

Use of Paid and Unpaid Leave

1. An employee who is taking FMLA leave because of the employee's 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.
2. An employee who is taking leave for the adoption or foster care of a child must use all paid vacation, personal and family leave prior to being eligible for unpaid leave.

Intermittent Leave or a Reduced Work Schedule

1. The employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the work week or work day, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 work weeks (or 26 work weeks to care for an injured or ill Service Member over a 12-month period).
2. The company may temporarily transfer an employee 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 employee or employee'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.
3. For the birth, adoption or foster care of a child, the company and the employee must mutually agree to the schedule before the employee 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.
4. If the employee is taking leave for a serious health condition or because of the serious health condition of a family member, the employee 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 employee must prove that the use of the leave is medically necessary. The company may require certification of the medical necessity as discussed above.

Certification of the Serious Health Condition of the Employee or the Spouse, Child or Parent of the Employee

1. The company may ask for certification of the serious health condition. The employee must respond to such a request within a timely manner, preferably given at least 15 days' notice 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 may be provided by using the Medical Certification Form. Request for a medical certificate must be made in writing as part of the employer response to employee request for leave.
2. Certification of the serious health condition shall include the date when the condition began, its expected duration and a brief statement of treatment. For medical leave for the employee's own medical condition, the certification must also include a statement that the employee is unable to perform work of any kind or a statement that the employee is unable to perform the essential functions of the employee's position. For a family member who is seriously ill, the certification must include a statement that the patient, the family member, requires assistance and that the employee's presence would be beneficial or desirable.
3. If the employee plans to take intermittent leave or work a reduced schedule, the certification must also include dates and the duration of treatment as well as a statement of medical necessity for taking intermittent leave or working a reduced schedule.
4. 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 employee to get a certification from a second doctor, which the company will select. 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 employee will mutually select the third doctor, and the company will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

Documentation of the Covered Family Member's Active Duty or Call to Active Duty in the Armed Forces. Employees requesting this type of Service Member FMLA leave must provide proof of the qualifying family member's call-up or active military service. This documentation may be a copy of the military orders or other official Armed Forces communication.

Documentation of the Need for Service Member FMLA Leave to Care for an Injured or Ill Service Member. Employees requesting this type of Service Member FMLA leave must provide documentation of the family member's or next-of-kin's injury, recovery or need for care. This documentation may be a copy of the military medical information, orders for treatment, or other official Armed Forces communication pertaining to the Service Member's injury or illness incurred on active military duty that renders the member medically unfit to perform his or her military duties.

Procedure for Requesting Leave for: 1) the birth of a child or in order to care for that child; 2) the placement of a child for adoption or foster care and to care for the newly placed child; 3) to care for a spouse, child or parent with a serious health condition; or 4) the serious health condition of the employee.

1. All employees requesting this type of FMLA leave must provide verbal notice with an explanation of the reason(s) for the needed leave to their immediate supervisor, who will advise the HR department. If the leave is foreseeable, the immediate supervisor may require the employee to provide a written request for leave and reasons(s) with a copy to the HR department. Failure of the employee to provide a written request for leave cannot be grounds to deny or delay the taking of FMLA leave.
2. The company will provide individual notice of rights and obligations to each employee requesting leave within two business days or as soon as practicable. For employees on intermittent or recurring leave for the same incident, this notice will be provided every six months.
3. When an employee plans to take leave under this policy, the employee must give the company 30 days' notice. If it is not possible to give 30 days' notice, the employee must give as much notice as is practicable. An employee who is to undergo planned medical treatment is required to make a reasonable effort to schedule the treatment in order to minimize disruptions to the company's operations.
4. If an employee fails to provide 30 days' notice for foreseeable leave with no reasonable excuse for the delay, the leave request may be denied until at least 30 days from the date the employer receives notice. While on leave, employees are requested to report periodically to the company regarding the status of the medical condition and their intent to return to work.

Procedure for Requesting Leave for a covered family member's active duty or call to active duty in the Armed Forces or to care for an injured or ill Service Member.

1. All employees requesting this type of FMLA leave must provide verbal notice with an explanation of the reason(s) for the needed leave to their immediate supervisor, who will advise the HR department. Leave may commence as soon as the individual receives the call-up notice. If the leave is foreseeable, the immediate supervisor may require the employee to provide a written request for leave and reasons(s) with a copy to the HR department.
2. The company will provide individual notice of rights and obligations to each employee requesting leave within two business days or as soon as practicable.

NRS 6.190 Terminating or threatening to terminate employment because of jury duty prohibited; civil action for unlawful termination; requiring employee to use sick leave or vacation time or to work certain hours prohibited; notice to employer; dissuasion from service as juror.

1. Any person, corporation, partnership, association or other entity who is an employer or the employee, agent or officer of an employer, vested with the power to terminate or recommend termination of employment, of a person who is a juror or who has received a summons to appear for jury duty, and who deprives the juror or person summoned of his or her employment, as a consequence of the person's service as a juror or prospective juror, or who asserts to the juror or person summoned that his or her service as a juror or prospective juror will result in termination of his or her employment, is guilty of a gross misdemeanor.
2. A person discharged from employment in violation of subsection 1 may commence a civil action against his or her employer and obtain:
 - (a) Wages and benefits lost as a result of the violation;
 - (b) An order of reinstatement without loss of position, seniority or benefits;
 - (c) Damages equal to the amount of the lost wages and benefits;
 - (d) Reasonable attorney's fees fixed by the court; and,
 - (e) Punitive or exemplary damages in an amount not to exceed \$50,000.
3. If a person is summoned to appear for jury duty, the employer and any employee, agent or officer of the employer shall not, as a consequence of the person's service as a juror or prospective juror:
 - (a) Require the person to use sick leave or vacation time; or
 - (b) Require the person to work: Within 8 hours before the time at which the person is to appear for jury duty; or if the person's service has lasted for 4 hours or more on the day of his or her appearance for jury duty, including the person's time going to and returning from the place where the court is held, between 5 p.m. on the day of his or her appearance for jury duty and 3 a.m. the following day.Any person who violates the provisions of this subsection is guilty of a misdemeanor.
4. Each summons to appear for jury duty must be accompanied by a notice to the employer of the person summoned. The notice must inform the employer that the person has been summoned for jury duty and must include a copy of the provisions of subsections 1, 2 and 3. The person summoned, if the person is employed, shall give the notice to his or her employer at least 3 days before the person is to appear for jury duty.
5. Except as otherwise provided in this section, any person who in any manner dissuades or attempts to dissuade a person who has received a summons to appear for jury duty from serving as a juror is guilty of a misdemeanor.

- G. AFTER A LEAVE OF ABSENCE.** The Company may fill your position while you are on leave – depending on the nature of your job, the availability of competent help, and whether any employees are able to carry your workload for the extended period of time. No leave will be extended or available for purposes other than a medical disability. If the Company discovers that the reason for leave was misrepresented, the employee will be terminated and ineligible for rehire pursuant to Federal and State laws. The Company may presume you have abandoned your job and replace you if you fail to report for work upon expiration of leave.

IV. ON-THE-JOB

- A. ATTENDANCE, PUNCTUALITY AND DEPENDABILITY.** The Company relies upon its employees, so it is very important that you attend work as scheduled and report to work on time. Dependability, attendance, punctuality and a commitment to do the job right are essential at all times. You must notify your supervisor as far in advance as possible **before** your scheduled starting time if you expect to be late, absent or leave early before your shift is completed. This policy applies for each day of your absence. If there is a mandatory meeting, employees are expected to attend, unless prior approval is received. An employee who fails to contact their supervisor and/or the manager of the Human Resources Department before their shift begins may be considered as having voluntarily resigned and may not be eligible for rehire. **ONE "NO CALL NO SHOW" FOR A SCHEDULED SHIFT WILL RESULT IN TERMINATION.** A careful record of absenteeism and lateness is maintained for every employee. To the extent permitted by law, absenteeism and lateness lessen your chances for advancement and may result in discipline up to dismissal. If the lateness or absence is related to any information that is protected under HIPPA privacy policies, you are not obligated to explain the situation to anyone other than Human Resources as the company's designated plan administrator of QM benefit programs.
- B. BREAKS / MEALTIMES.** The Company provides to all employees one paid 10-minute break during every 4 hours worked per day, and an unpaid meal period of ½ hour to 1 hour, scheduled by your supervisor and depending on how many hours you work in a day. (NRS 608.019) Breaks and meal times allow enough time to eat, make personal telephone calls, or take care of personal business and meal times include time traveling from / to Company premises – you must clock out and clock back in during your meal break and must take the full-allotted time (either half an hour or an hour) as required by law.
- C. DISCIPLINE PROCESS.** The Company expects employees to meet or exceed its standards of work performance encompassing many factors, including attendance, punctuality, personal conduct, ability to understand and achieve job requirements and compliance with Company policies and procedures. The purpose of this policy is to state the company's position on administering equitable and consistent discipline for unsatisfactory conduct in the workplace. If an employee does not meet Company standards, the Company may take corrective action to develop or discipline the employee, taking into consideration:
- The employee's length of service and employment record;
 - The seriousness of the incident and its circumstances;
 - The nature of any previous incidents and discipline and when they occurred;
 - The general practice or the rule or the requirement as it relates to the incident; and,
 - How similar cases were handled.

The supervisor or department manager will discuss and document any performance problem with the employee, which must clearly identify the problem. A course of action will be outlined so the employee clearly understands the corrective action, discipline and consequences if the problem is not corrected or reoccurs. The employee is asked to acknowledge receipt of any written disciplinary actions and should take the opportunity to include any comments before signing. By signing these forms, it only acts as an acknowledgement of receiving the written notice and does not indicate that the employee agrees with the contents of the therein. All written disciplinary actions are placed in employee's personnel file. During a warning period, employee may not be eligible for salary increases, bonus awards, promotions or transfers. Although the employment with QM Corporation is based on mutual consent and both the employee and employer have the right to terminate employment at will, with or without cause or advance

notice, the Company may use progressive discipline at its discretion. (See also separate *Employee Conduct Policy*).

- D. DRESS CODE.** The Company expects ALL employees to adhere to its Dress Code Policy by maintaining a high standard of cleanliness and appearance. Every employee is provided a copy of the complete Dress Code Policy during orientation. If you have any questions as to the Policy or acceptable attire, contact the Human Resources Department. Remember, if you do NOT comply with the Dress Code you will be required to clock out and return home to change your clothes or appearance.
- E. DRUG AND ALCOHOL POLICY.** The Company has a vital interest in maintaining safe, healthful and efficient working conditions for its customers and employees. Using or being under the influence of drugs or alcohol on the job may pose serious safety and health risks not only for the user but the public and co-workers. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol is prohibited on Company premises and during work. If any supervisor or manager has reasonable suspicion employee is under the influence of drugs or alcohol, they will request that employee to a drug/alcohol test. Employee's refusal to consent to testing will result in immediate termination. If you are injured on-the-job, a mandatory drug/alcohol test will be done. If the test is positive, you may be terminated. (See Company *Drug & Alcohol Policy*).
- F. E-MAIL, PHONES, VOICE MAIL, INTERNET USE & FAX.** We remind every employee to use discretion and good judgment when sending e-mail, or leaving messages via voicemail, phone or fax and using the Internet. These communication devices are not entirely private and messages you send or record which are intended for an individual may be seen or heard by another – who may be offended. DO NOT send cartoons, jokes, or other messages, oral or visual, which might be considered in bad taste. Computers and pass codes given to employees are to assist them in performance of their jobs. Employees should not expect privacy in anything they create, store, send or receive on the computer system. The computer system, all computers, equipment and all data belong to the Company and may only be used for business purposes. Employees are not allowed to use social media during working hours, even on their personal devices (cellphones, ipads, etc.). For example, no facebooking on company time. Employees will be immediately disciplined, which may include discharge. Personal Cell phones are not to be used for personal business during working hours.
- G. EMPLOYMENT / JOB POSTERS.** Federal and State employment posters are on display at the Corporate Office break room and at various locations throughout the resorts, primarily where time clocks are mounted. Employees may contact Human Resources weekdays from 8:00am to 5:00pm for current open positions.
- H. FLEXIBLE WORK SCHEDULES.** If you are a full-time employee scheduled to work 40 hours per week and work in a department with two or more employees, you may be able to work a flexible schedule (i.e., four 10-hour days vs. five 8-hour days per week). A flexible schedule must be established by your supervisor and approved by management.

- I. **ORIENTATION.** On your hire date, Human Resources provides you with a new hire packet (handbook, policies and procedures) and orients you to Company hours of operation, dress code, timekeeping system, benefits, safety, on-on-job injuries and various other important information. Orientation provides you the time to sign employment forms and an opportunity to ask questions.
- J. **PARKING.** Employees are not allowed to park their vehicles on Resort property. Employees are to park their vehicles only in parking areas designated by their Supervisor. Ask your Supervisor for the correct location for parking.
- K. **PERSONAL BUSINESS / VISITOR.** Personal phone calls and conducting personal business is restricted to breaks/meal lunch periods and should not be handled during work hours. Incoming personal phone calls should be limited to emergency calls only and if received, handled as quickly as possible. Personal visitors and family members are not allowed on Company property unless employee obtains prior authorization from their manager or executive from the Corporate Office.
- L. **PERSONAL TOOLS AND EQUIPMENT.** Employees are not permitted to have personal tools or equipment on resort premises, unless the position requires tools of the trade. In the event that an employee does have personal tools or equipment at the resort, the Company is not responsible or liable for them in the event of theft, loss or damage.
- M. **REFERENCE CHECKS.** Inquiries regarding current or former employees must be referred to the Human Resources Department. Under no circumstances should any employee release any information about a current or former employee over the telephone. No data or information will be furnished without written authorization from employee. No employee may issue a reference letter to any current or former employee without permission from the Human Resources Department.
- N. **SECURITY / LOSS PREVENTION / RIGHT TO INSPECT.** From time to time the Company may conduct internal investigations pertaining to security, auditing or work-related matters. You are required to cooperate fully with and assist in these investigations if requested to do so. Whenever necessary, in the Company's discretion, work areas may be subject to a search without notice. The Company will generally try to obtain an employee's consent before conducting a search of an employee's work area (desk, file cabinet, workbench, locker, etc.), but may not always be able to do so. The Company may establish stricter security measures by way of video surveillance, or other means of security enforcement without notice.

- O. SMOKING / TOBACCO POLICY.** Employees are not permitted to use tobacco or nicotine based products inside Company buildings, guestrooms or company vehicles. Employees may smoke during their break and meal times outside of Company buildings **in designated areas only**. Employees are not allowed to chew tobacco on Company premises. Smokers must be conscientious of the clean appearance of the Company premises and place all cigarette and cigar ashes or butts in ashtrays located in designated smoking areas.
- P. TRANSFERS.** The Company encourages employees to assume higher-level positions or lateral transfers for which they qualify. Employees must be in their job at least 6 months before applying for a transfer. In addition, employees must be qualified, have a good performance, attendance and punctuality record. Each qualified employee requesting a transfer will be considered for the new position along with all other applicants. Each transfer is judged on an individual basis, depending on the needs of both departments involved. Management and the Human Resources Department will make all final decisions regarding transfers. To apply for a transfer, you must first speak with your supervisor and the Human Resources Department so that it may be determined if your skills fit the requirements of the desired job. If you fit the criteria for the position, the Human Resources Department will set up an interview with the other department manager.
- Q. TUITION REIMBURSEMENT.** The Company encourages you to continue your education and may consider your request for reimbursement of credits – provided the credits relate to your position. Due to the numerous and various positions offered within the Company, each request is judged on a case-by-case basis by the Company and is subject to a number of considerations. If interested, contact Human Resources.
- R. WORKERS' COMPENSATION, INJURIES, ACCIDENTS AND EMERGENCIES.** Maintaining a safe work environment requires the continuous cooperation of all employees. The Company strongly encourages employees to communicate with fellow employees and their supervisor and manager regarding safety issues (see separate Safety Handbook for all safety rules).

The Company is covered under Nevada Workers' Compensation Laws. If you are injured on the job, you must immediately report the accident or injury, no matter how slight, to your supervisor, manager or Human Resources Department. Failure to report an accident is a serious matter as it may preclude an employee's coverage under workers' compensation insurance. If you need medical treatment, you may go to one of our managed-care facilities. Contact your supervisor, a manager or Human Resources for directions or assistance to the nearest facility. Once at a treating facility, identify the Company/employer as Interval Management Inc. or QM Corporation. Automatic drug and alcohol testing will be done for all on-the-job injuries. Employees should call 9-1-1 in the event of a serious accident or emergency or go to the nearest hospital emergency room for treatment.

V. TERMINATION

- A. **VOLUNTARY RESIGNATION OR RETIREMENT.** If you decide to voluntarily leave for any reason, we appreciate that you provide the Company with a written two-week advance notice (bear in mind that vacation days or sick days may not be included in the two-week notice period).
- B. **LAYOFF.** Layoffs may occur in the Company at times. Employees who are laid off may be eligible to receive unemployment benefits under certain conditions and should contact the State of Nevada, Department of Employment, Training & Rehabilitation.
- C. **DISMISSAL / DISCHARGE.** Every employee is an “at-will employee”, meaning no one has a contractual right, express or implied, to remain in the Company’s employ. The Company may terminate your employment, or you may terminate your employment, without cause, and with or without notice, at any time for any reason.
- D. **MISCONDUCT.** Any employee whose conduct, actions or performance violates or conflicts with Company rule, policy or procedure may be discharged immediately and without warning. Some examples of misconduct follow:
- Violation of any Company policies or rules;
 - Gross Misconduct: Breach of trust or dishonesty; deceit, theft, larceny, unauthorized possession of, or use of property belonging to another;
 - Insubordination or deliberate non-performance of work;
 - Excessive absenteeism or lateness, as defined by the Company Attendance Policy - One NO CALL NO SHOW for a scheduled shift may result in dismissal;
 - Leaving work premises without authorization during work hours;
 - Sleeping on duty;
 - Time record or ID badge violations or falsification of Company records;
 - Unauthorized possession of, use of or copying of any proprietary or confidential information or any records that are the property of the Company;
 - Fighting or breach of acceptable behavior;
 - Being under the influence of drugs or alcohol while on Company premises and/or refusing to submit to a reasonable suspicion-based drug / alcohol test;
 - Negligence causing harm or damage;
 - Gambling, conducting games of chance, or possession of such devices on premises or during work;
 - Possession of a weapon on the premises or at any Company events; and,
 - Marring, defacing or destruction of any posters, supplies, equipment or property belonging to the Company or to others.

The misconduct list represents the types of activities that may result in disciplinary action and is not intended to be complete – it does not change the employment-at-will status between the employee and the Company. (Reference Employee Conduct Policy).

- E. **EXITING THE COMPANY.** If possible, an exit interview will be scheduled with the Human Resources Department on employee's last day of employment which allows employee to communicate his/her views on working for the Company. Employees are encouraged to make comments and/or suggestions. Written authorization for paying outstanding debts (including any deductions for lost, damaged or unreturned Company property) and to receive your final pay are made during the exit interview. Terminated employees are asked to stay off Company property. Prior to leaving the property, the employee must return all Company property including:
- Picture ID/Badge;
 - Keys (vehicle, room, desk, file cabinet, work bench, locker or other Company keys);
 - Cell or other phone, pager or radio;
 - Company manuals, handbooks and policies;
 - Uniforms and personal protective equipment;
 - Proprietary or confidential documents, or computer discs, CDs or any other forms of data storage which contain Company documents or information; and,
 - Any additional Company-owned or issued property.

Benefits: Benefits end on your last day of employment. If you are covered under the Company group health insurance, you are covered until the last day of the month in which your last day of employment falls. An employee who leaves the company will be contacted regarding any amounts due from the Retirement Plan. Additionally, the employee will be advised of their rights for continuation or waiver of comprehensive medical, dental and vision coverage under COBRA. As previously stated, if you leave without 2 weeks notice to the Company, are terminated for gross misconduct, or leave before you have completed one year of continuous employment, you will not receive any accrued, prorated or other vacation pay.

Final Paycheck: Final paychecks will be available immediately upon discharge if possible, and if not, within 3 days. Final paychecks for employees who voluntarily leave the Company will be available on the next normal payday or within 7 calendar days, whichever is sooner. If there are unpaid obligations to the Company, the final paycheck will reflect the appropriate deductions. If there are other than regular payroll deductions, the employee will acknowledge such deductions with a signature of approval.

NOTE:

- The Company does not tolerate possession, use or distribution of propriety information by any employee. The Company will pursue all methods of recovering said property or information including, but not limited to, formal prosecution. One sick day is equal to the average number of daily hours worked in a scheduled work week.

VII. CONCLUSION

In today's world, the only true constant is change. To stand still is to go backwards and to go backwards is to fail. This Company encourages individual responsibility – not only for better performance on your job with this Company, but for growth in any future position. The Company will be operated and maintained to the highest standards of hospitality, customer service, professionalism, health and safety regulations, and regard for the interests of its operations, the public it serves, the communities it represents and its employees.

RECEIPT OF EMPLOYEE HANDBOOK

By my signature below, I acknowledge that I have received a copy of the Company's *Employee Handbook*, and I understand it is my responsibility to become familiar with the contents so that I am able to understand and properly fulfill my obligations of employment with the Company. I understand the *Handbook* is not a contract of employment, but an overall guide not intended to address every single element of my employment. I agree that if any aspect of my position with the Company or of my employment is unclear to me it is my responsibility to ask questions of my Supervisor, the appropriate person in management or Human Resources without delay.

I understand and agree that my employment is "at-will", as set forth in detail in the *Handbook*, to which "at-will" policy I agree to pay particular attention.

Employee Name (Print)

Employee Signature

Date Document Received