



TERRITORY

Explore. Savor. Sip.

Team Member Handbook

“We are what we
repeatedly do.
Excellence then,
is not an act,
but a habit.”

— ARISTOTLE

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Welcome to Territory

Welcome to Territory

Welcome to Territory Restaurant (referred to throughout this Handbook as Territory or the Company). We are thrilled to welcome you to our team and we recognize it is our team members who are the heart and character of the restaurant. Hospitality is a personal and welcoming art that, when done well, helps travelers feel connected, safe and open to adventure. Staying at a hotel or choosing to eat with us represents a profound decision the customer is making to put their lives in our hands for the night and to enjoy a meal with us. We take that very seriously. We care deeply about our guest's experience, but we care even more about the health, safety and success of our team members. We want every team member to learn, grow and thrive while working here. Thank you for joining our team and lending your talents, skills and energy to serve our guests and each other!

*Mark Keller & Sondra Storm
(Embarcadero Hospitality Group)*

Mission & Vision

Territory's highest mission is to provide great food, and great service to each of our guests and customers and to connect them with rich, meaningful experiences at the hotel, in the community, and in the region.

Our staff's passion and commitment generate the genuine hospitality that makes our restaurant and property special. Our team is our most important resource.

We are committed to authentic service and excellent attention to our facilities to ensure that guests feel welcomed, relaxed and cared for. We seek not only to meet the needs of guests, but to delight them by fulfilling unexpressed wishes and being a conduit for joy, connection and discovery.

Settling In

This Handbook is designed to provide you with general information about working for Territory. You should keep it handy as an ongoing reference. We want to be clear that violating any policy in this Handbook can lead to disciplinary action, up to and including possible separation of employment.

Nothing in this Handbook is intended to prevent team members from discussing their wages, hours, and working conditions and is not intended to prohibit any communication otherwise allowed by law.

At times, we all may come across situations where the right choice is unclear or there is conflicting information. We want you to be comfortable saying "I don't know". If you are ever not sure about something, your supervisor is likely the best person to speak to because they know your department and your situation. You may also contact Human Resources to seek guidance regarding any policy in this Handbook or to report your concerns.

If you need to know something that isn't covered here, or if you have questions about anything you are about to read, don't hesitate to reach out.

Territory



My Role With The Company

My Role With The Company

Employment Classifications

Each team member is designated as either non-exempt (typically hourly) or exempt (typically salaried) according to federal and state wage and hour laws. Non-exempt team members are entitled to overtime pay, rest breaks, and meal breaks under the specific provisions of federal and state laws. Exempt team members are excluded from specific provisions of federal and state wage and hour laws. A team member's exempt or non-exempt classification may be changed only upon written notification by Territory management.

In addition to the above categories, each team member will belong to one of the following employment categories:

Full-time regular team members are those who are not in a temporary status and who are reasonably expected to regularly work at least 30 hours per week.

Full-time temporary team members are those who are hired for a limited duration and who are reasonably expected to regularly work at least 30 hours per week.

Part-time regular team members are those who are not assigned to a temporary status and who are reasonably expected to regularly work less than 30 hours per week.

Part-time temporary team members are those who are hired for a limited duration and who are reasonably expected to regularly work less than 30 hours per week.

Interns are those who are hired on a temporary basis for training and education purposes, at the intern's benefit, and who will not automatically enter a regular employment classification after 90 days of employment.

Introductory Period

We're excited to have you on board for your intro period. This is the first 30 calendar days after your date of hire and considered an introductory period or initial evaluation period. This time is intended to give you the opportunity to demonstrate your skills and abilities and determine if you are the right fit for Territory and the position and whether we are the right fit for you. This period enables us to evaluate your capabilities, work habits, and overall performance.

If Territory determines that the designated introductory period does not allow sufficient time to thoroughly evaluate the team member's performance,

the introductory period may be extended for a specified period. Also, any significant absence during your intro period may extend the introductory period.

Team members who are promoted or transferred within Territory must complete a secondary introductory period of the same length with each reassignment to a new position.

In cases of promotions or transfers, a team member who, in the sole judgment of management, is not successful in the new position, can be removed from that position at any time during the secondary introductory period. If this occurs, the team member may be allowed to return to his or her former job or to a comparable job, for which the team member is qualified, depending on the availability of such positions and Territory's needs.

Personnel Files & Data Changes

Your records are captured within your personnel file. This file includes information such as your job application, resume, records of training, documentation of performance reviews, salary increases and other employment records.

Please promptly notify Territory of any changes in personnel data. Personal mailing addresses, telephone numbers, marital status, number and names of dependents and individuals to be contacted in the event of an emergency, should be accurate and current at all times.

Personnel files are the property of Territory. Only supervisors and management personnel of Territory who have a legitimate reason to review information in a file are allowed to do so.

With reasonable advance notice, you may review your own personnel files in Territory's offices and in the presence of an individual appointed by Territory.

Employment Verifications

All inquiries pertinent to verification of your employment should be referred to the General Manager. This will help expedite the verification more effectively and efficiently.

Performance Evaluation

Performance management is an ongoing process. Supervisors and team members are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Both introductory and annual performance evaluations are conducted at the end of the introductory period and at least annually, normally

every 12 months at your anniversary date. Performance evaluations are intended to provide both supervisors and team members the opportunity to discuss job expectations, identify and develop opportunities, encourage and recognize strengths, and discuss purposeful approaches for meeting goals.

Separation from Territory

There may be a time when you are ready to move on from Territory. If you make that decision, we appreciate at least two weeks' written notice in advance of your last day. Leaving a job on great terms can open doors for you in the future and build positive relationships.

Your departure from Territory will be classified as either "voluntary" or "involuntary". Voluntary separation reasons may include resignation, job abandonment or retirement. Involuntary termination reasons may include elimination of position, reduction in force, misconduct, violation of Company policy, or performance related reasons. Your reason for termination may affect your rehire eligibility.

An exit interview may be scheduled to discuss the reasons for resignation. We value your honest feedback. We also ask that you return all Company property before you depart, and we wish you the very best.

Outside Employment

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

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

Team members are cautioned to carefully consider the demands that additional work activity will create before accepting outside employment. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel or refusal to work overtime or different hours. If Territory

determines that a team member's outside work interferes with performance, the team member may be asked to choose between the two jobs.



Benefits & Wellbeing

Benefits & Wellbeing

We are proud to offer a comprehensive and competitive benefits package to promote work/life balance and overall wellness. All benefits will be paid at your base pay rate at the time of the absence and does not include overtime or any special forms of compensation such as incentives, commissions or bonuses. Accrual of benefits will continue for eligible team members when on any paid leave.

Paid Time Off (PTO)

Paid Time Off (PTO) is an all-purpose time off benefit for you to use for vacation, illness or injury and personal business. It combines traditional vacation and sick leave plans into one flexible paid time-off policy. All regular full-time team members earn PTO according to the schedule below.

Years of Service Completed	PTO Accrual/Month	PTO Hours/Year
0-1 Year	3.34 Hours	80 Hours
2-4 Years	5.00 Hours	120 Hours
5-9 Years	6.67 Hours	160 Hours
10+ Years	8.34 Hours	200 Hours

All other team members earn PTO according to the schedule below.

Years of Service Completed	PTO Accrual/Hours Worked
0-1 Year	.0385 Hours
2-4 Years	.0576 Hours
5-9 Years	.0796 Hours
10+ Years	.0961 Hours

All regular full-time and regular part-time employees begin accruing PTO on their first day of employment. PTO may be used after 30 days of employment.

The length of eligible service is calculated on the basis of a anniversary year. This is the 12-month period that begins on your hire date.

PTO can be used in minimum increments of one hour for non-exempt team members and in four-hour increments for exempt team members. It may be used to cover all or part of a shift. If an exempt team member takes less than four-hours, it will not be tracked as PTO.

If you have an unexpected need to be absent from work, you should notify your supervisor before the scheduled start of your workday, if possible. Your supervisor must also be contacted on each additional day of unexpected absence.

To schedule planned PTO, you should request advance approval from your supervisor. Requests will be reviewed based on a number of factors, including business needs and staffing requirements.

Team members may carry over up to 80 hours of unused time to a subsequent year.

Team members may request a cash out of unused PTO, up to 40 hours, however the PTO bank must have at least 40 hours remaining.

Our Company's PTO policy complies with the Oregon Sick Leave law. PTO can be used for all of the reasons under Oregon Sick Leave law. No team member will suffer discrimination or retaliation for requesting, using, or complaining that they are not receiving time required under Oregon's Sick Leave law. You may file a complaint if you feel sick leave has been denied or if you believe you have suffered retaliation for requesting or taking sick time. You are also encouraged to bring any concerns to your supervisor or management company about the use of sick time or possible retaliation.

If you leave us, you will be paid for unused PTO that has been earned through the last day you work.

Jury Duty

We encourage you to fulfill your civic responsibilities by offering up to three days, once per year, of paid jury duty leave to all team members upon hire.

If you are required to serve jury duty beyond the period of paid jury duty leave or are ineligible for paid jury duty leave, you may use any available paid time off to cover the period of jury service or may request an unpaid jury duty leave of absence. Unless otherwise permitted by applicable law, exempt team members will receive their full salaries for any workweek in which they perform jury duty and also work.

Please show the jury duty summons to your supervisor as soon as possible so that they may make arrangements to accommodate your absence. You are expected to report for work whenever the court schedule permits.

We recognize your right to serve on a jury as an important civic duty, and will not retaliate or discriminate against team members taking paid or unpaid jury duty leave.

Bereavement Leave

One of the difficult certainties of life is that we will be touched by loss. To support you and your family, we provide up to three days of paid bereavement leave for regular full-time team members upon hire.

If a team member must travel more than 500 miles, they are provided with two additional days of paid bereavement leave.

If you wish to take time off due to the death of a family member, please notify your supervisor immediately to request time off. Bereavement leave will be granted unless there are unusual business needs or staffing requirements. You may, with your supervisor's approval, use any available paid leave for additional time off as necessary. In addition, for team members eligible for OFLA leave, up to two weeks of bereavement leave per family member may run concurrently with, and qualify as, OFLA leave.

For purposes of bereavement leave, we define "family member" as a team member's spouse, domestic partner, parent, child, sibling, aunt, uncle, niece, or nephew; a team member's spouse's parent, child, or sibling; a team member's child's spouse, grandparents or grandchildren. Special consideration will also be given to any other person whose association with you was similar to any of the above relationships.

Holidays

We grant holiday time off to all team members, upon hire, on the holidays listed below:

- New Year's Day (January 1)
- Martin Luther King, Jr. Day (third Monday in January)
- Presidents' Day (third Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Thanksgiving Day (fourth Thursday in November)
- Christmas Day (December 25)

Time off for other religious holidays not listed above may be taken with approval from management.

Holiday pay will be calculated at time-and-a-half your straight-time pay rate as of the date of the holiday times the number of hours you would otherwise have worked on that day.

If a recognized holiday falls during your paid absence, team members will not receive holiday pay and will be provided with their available paid time off instead.

If eligible non-exempt team members work on a recognized holiday, they will receive wages at time-and-a-half their straight-time rate for the hours worked on the holiday. Exempt employees who work on a holiday may choose another day off.

Paid time off for holidays will be counted as hours worked for the purposes of determining overtime.

*"When you like your work,
every day is like a holiday."
- Frank Tyger*

Health Insurance

We are pleased to provide regular full-time team members, who work more than 30 hours per week, and their dependents access to medical and dental insurance benefits. You may participate in the health insurance plan on the first of the month following 30 calendar days of service in an eligible employment classification.

Eligible team members and their eligible dependents may participate in the health insurance plan subject to all terms and conditions of the agreement between Territory and the insurance carrier. Details of the health insurance plan are described in the Plan Overview and Summary Plan Description (SPD). An SPD and information on cost of coverage will be provided to you in advance of enrollment. Contact the Management Company for more information about health insurance benefits.

Continuation of Benefits (COBRA)

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives team members and their qualified beneficiaries the opportunity to continue health insurance coverage under our health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment (with the exception of gross misconduct), death of a team member, a reduction in a team member's hours or a leave of absence, a team member's divorce or legal separation, or a dependent child no longer meeting eligibility requirements.

Under COBRA, you or your beneficiary pays the full cost of coverage at our group rates plus an administration fee. Contact the Management Company for more information about COBRA.

Life Insurance & AD&D

Life insurance offers you and your family important financial protection. We provide a basic life insurance plan for regular full-time team members. Team members are eligible to participate in the life insurance plan on the first day of the month following 30 days of employment.

Accidental Death and Dismemberment (AD&D) insurance provides protection in cases of serious injury or death resulting from an accident. AD&D insurance coverage is provided as part of the basic life insurance plan.

This benefit is 100% employer-paid, and eligible team members may participate in the life insurance plan subject to all terms and conditions of the agreement between Territory and the insurance carrier.

Details of the basic life insurance plan including benefit amounts are described in the SPD provided to eligible team members. Contact the Management Company for more information about life insurance benefits.

Long-Term Disability (LTD)

We offer a long-term disability (LTD) benefit plan to help team members cope with an illness or injury that results in a long-term absence from employment. LTD is designed to provide a continuing income for team members who are disabled and unable to work. Regular full-time team members may eligible for the LTD plan on the first of the month following 30 calendar days of service.

Eligible team members may participate in the LTD plan subject to all terms and conditions of the agreement between Territory and the insurance carrier.

Details of the LTD benefits plan, including benefit amounts, and limitations and restrictions are described in the SPD provided to eligible team members. Contact the Management Company for more information about LTD benefits.

Flexible Spending Account (FSA)

We offer a Flexible Spending Account (FSA) program that allows regular full-time team members to have pre-tax dollars deducted from their salaries to pay for eligible out-of-pocket expenses. The pre-tax contributions made

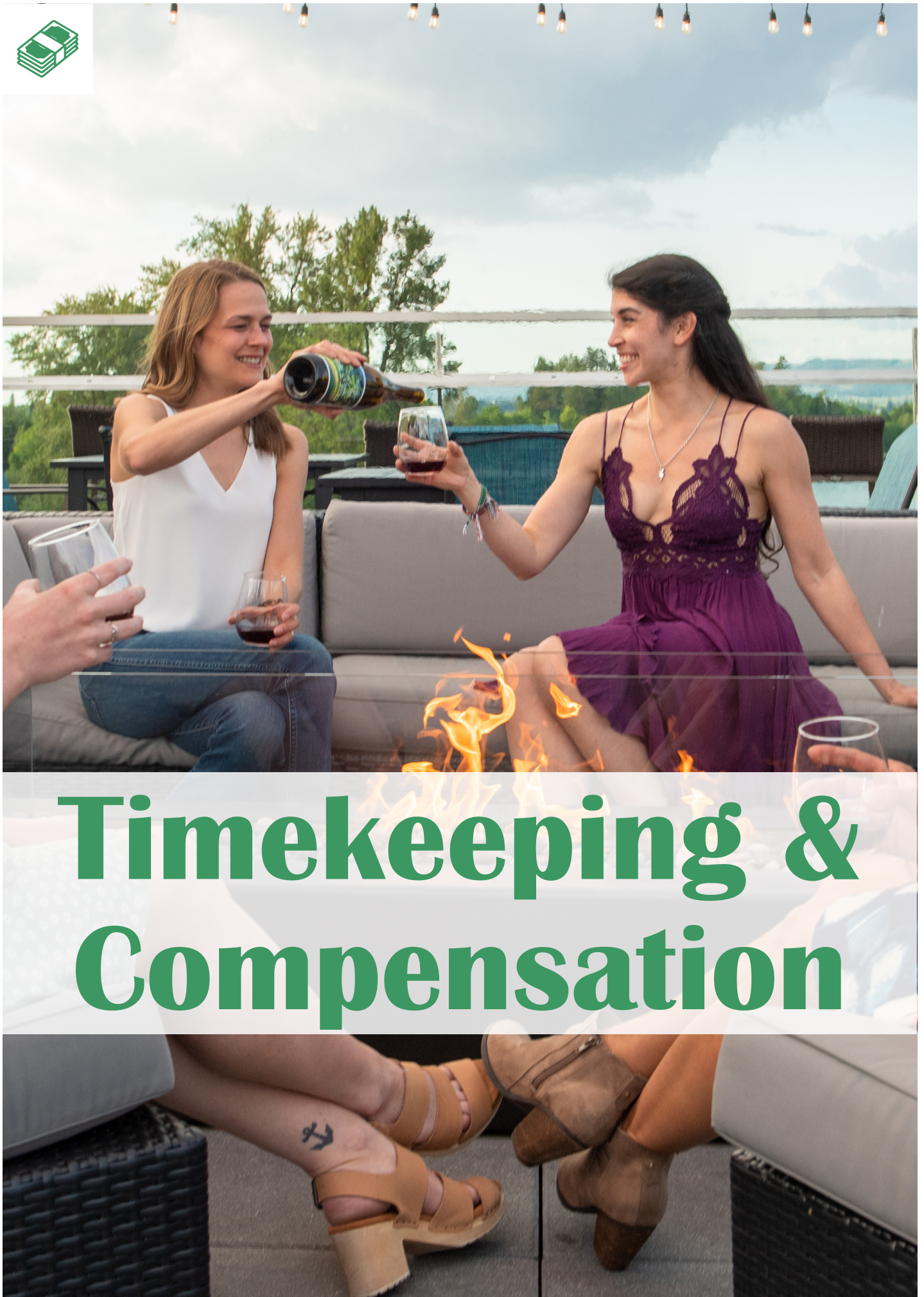
to the FSA can be used to pay for predictable non-reimbursed health care expenses and dependent care expenses during the plan year.

Contact your supervisor to learn more about this program and to enroll for the plan year.

Employee Assistance Program (EAP)

Through the Employee Assistance Program (EAP), Territory provides confidential access to professional counseling services for help in confronting such personal problems as interpersonal conflict, alcohol and other substance abuse, marital and family difficulties, identity theft, financial or legal troubles, and emotional distress. The EAP is available to all team members and their immediate family members, and offers problem assessment, short-term counseling and referral to appropriate community and private services.

No issue is too small or too large, and a professional counselor is available to help you when you need it. Call the EAP at 1-888-319-7819 to contact an EAP Counselor.



Timekeeping & Compensation

Timekeeping & Compensation

Pay Schedule

Our team members are paid semi-monthly on the 1st and the 15th of the month. Our workweek is from Monday to Sunday. Each paycheck will include earnings for all work performed through the end of the previous payroll period.

In the event that a regularly scheduled payday falls on a day off such as a weekend or holiday, you will receive pay on the last day of work before the regularly scheduled payday.

Territory will issue your paycheck each pay period. Team members are paid electronically via direct deposit unless they opt out.

Work Schedules

Supervisors will advise team members of the times their schedules will normally begin and end. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

Rest & Meal Periods

Each workday, non-exempt team members who work more than six hours in one work period are provided with two paid rest periods of ten minutes in length and one paid meal period of at least 30 minutes in length.

To the extent possible, rest periods will be provided in the middle of work periods. Rest periods are considered paid time and we ask that you not be absent from your work station beyond the allotted time.

For meal periods, you will be relieved of all active responsibilities and restrictions and will be compensated for that time. We ask that you always take at least the full 30-minute meal break, as it is not only Company policy, but mandated by law.

Note: There is an exception for Front Desk and Night Auditors per Oregon Law that will be covered by your supervisor.

Break Time for Nursing Mothers

We support and recognize the importance of breastfeeding. Nursing team members are entitled to take a reasonable rest period to express milk each time they

have a need to do so. To the extent possible, the rest period should be taken at the same time as the rest or meal breaks otherwise provided to you.

We will make reasonable efforts to provide a room in close proximity to your regular work area to allow you to express milk in private. We ask that team members who intend to express milk give reasonable advance notice to their supervisor or the Management Company before returning to work.

Attendance and Punctuality

Being on time conveys more than just a good sense of timing, it tells people that you can be counted on. In instances when you cannot avoid being late to work or are unable to work as scheduled, you should notify your supervisor as soon as possible in advance of the anticipated tardiness or absence. You must speak with your supervisor or the General Manager to notify them of your absence. Team members may send a text message to notify their supervisor of their absence, however they must also call to ensure the supervisor received the text message. Your supervisor must also be contacted on each additional day of absence.

If you are absent for more than three consecutive days due to illness or injury, a physician's statement may be requested verifying the reason and its beginning and expected ending dates. Such verification may be requested for other paid and unpaid leaves that are used for illnesses and injury as well and may be required as a condition to receiving paid leave benefits. Additionally, before returning to work from an absence of more than three calendar days, you may be asked to provide a physician's verification that you can safely return to work.

*“Alone we can do so little;
together we can do so much.”
- Helen Keller*

Timekeeping

It is our intent to pay each team member, exempt or non-exempt, the proper and appropriate pay.

If you have a concern of an improper deduction please contact your supervisor immediately. Every team member must immediately report any pay or benefit inaccuracies to their supervisor, or Xenium if your supervisor is unavailable. We will not tolerate retaliation against those who report pay or benefit inaccuracies in good-faith.

Exempt Team Members

Exempt (typically salary) team members are not subject to overtime laws and receive a consistent salary week to week regardless of start and end time, breaks, or meal periods. While there are certain exceptions to this rule, exempt team members will usually receive their full salary (including any PTO or other leave taken during that week) for any day in which they perform any work.

Non-Exempt Team Members

Accurately recording time worked is the responsibility of every non-exempt team member. Non-exempt (typically hourly) team members must accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. They must also record any split shift or departure from work outside of their normal shift schedule. Non-exempt team members are also responsible for accurately recording whether they have received all paid rest breaks.

Overtime

There will be busy times when operating requirements or other needs cannot be met during regular working hours. Non-exempt team members may be required to work overtime. All overtime work must be approved by your supervisor in advance.

Overtime compensation is paid to all non-exempt team members who work more than 40 hours in a workweek in accordance with federal and state wage and hour laws. Overtime pay is based on actual hours worked. Time off on PTO or any leave of absence will not be considered hours worked for purposes of performing overtime calculations. If you have any questions regarding your status, discuss this with your supervisor.

Oregon Equal Pay Act

Territory strives to ensure all team members are paid fairly and reasonably based on a variety of factors relating to their position, job performance, and experience.

Territory strictly prohibits discrimination in compensation based on any legally protected classification including, but not limited to, race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability and age.

Generally, team members performing comparable work receive comparable compensation. From time to time, team members performing work of comparable character may have different compensation levels. Any such difference will be based on bona fide factors

related to the position in question such as seniority, merit, quantity or quality of work, workplace location, necessary travel, education, training, experience or any combination of those factors. The performance of modified work resulting from a claim for a compensable workers' compensation injury, or a medical condition, as authorized by a medical professional or requested by the team member in a manner that does not discriminate against team members based on a protected class, may also result in a difference of compensation as permitted by Federal or state law.

Any team member who believes they are not being compensated fairly in light of the above factors are highly encouraged to discuss the matter with a supervisor so that the team member's concerns can be investigated. Territory strictly prohibits retaliation against any team member for raising wage-related concerns.

On-Call Responsibilities

The nature of the restaurant business and specifically the need and responsibility to meet the needs of our guests requires that all team members are subject to certain "on-call responsibilities."

Your supervisor will notify team members regarding the schedule for who is on-call at any given day or night of the week. The schedule for on-call responsibilities varies from location to location based on the property size, location, number of team members, etc.

Team members will know in advance of their on-call responsibilities.

On-call means to be available by phone and within reasonable proximity of the property in order to be physically present if called in response to after hours emergencies, urgent maintenance needs, lock outs, etc.

During the period in which a team member is on-call they are not required to be at the job site and are anticipated to be attending to personal business.

On-call responsibility is an inherent part of our business activity and a condition of employment with our company. As a result, your salary as a full-time or part-time team member takes into account a reasonable level of on-call responsibility and overtime is not paid for routine on-call activity. In certain cases where on-call activity is determined in the judgment of your supervisor to be excessive the team member may be provided additional compensation.

Expense & Travel Reimbursement

Territory reimburses team members for necessary expenditures and reasonable costs incurred in the course of doing their jobs. Expenses incurred by a team member must be approved in advance by your supervisor. Some expenses that may warrant reimbursement include, but are not limited to, the following: mileage costs, air or ground transportation costs, lodging, meals for the purpose of carrying out company business, and any other reimbursable expenses as required by law. Team members are expected to make a reasonable effort to limit business expenses to economical options. To be reimbursed, team members must submit expense receipts to their supervisor for approval. The report must be accompanied by receipts or other documentation substantiating the expenses. Questions regarding this policy should be directed to your supervisor.

Tip Pool

In the course of your job duties, you may be offered tips from guests. All the tips you receive, whether in cash or included in a credit/debit card transaction, is taxable income to you. All tips are subject to federal income taxes and tips totaling \$20 or more in a month are subject to FICA tax (social security and Medicare taxes). Tips may be split based off hours worked or pooled by various staff members that are working daily. No supervisor is eligible to receive any share in the tip pool. It is the policy of Territory to comply with federal and state tax laws requiring all tips/gratuities to be reported. If any provision of this policy conflicts with either federal or state law, the staff member will be paid in accordance with the most generous applicable law.



Our Employment Standards

Our Employment Standards

Employment At-Will

This Handbook is a general guide to Territory's current employment policies, forms, procedures and your benefits as a team member of Territory at time of publication. It is informational only, and is not intended to be, and should not be, construed as a contract of employment or a promise of specific treatment in specific situations. From time to time, we review our policies, procedures and benefits and make revisions based on the need for and desirability of changes. We may at any time change, alter, modify, interpret, apply, add to or delete any provision of this Handbook.

Employment with Territory is at-will which means the employment relationship may be terminated with or without cause and with or without notice at any time by you or Territory. In addition, Territory may alter a team member's position, duties, title or compensation at any time, with or without notice and with or without cause. Nothing in this Handbook or in any document or statement and nothing implied from any course of conduct shall limit Territory's or team member's right to terminate employment at-will. Only the Management Company is authorized to modify the Company's at-will employment policy or enter into any agreement contrary to this policy. Any such modification must be in writing and signed by the team member and the Management Company.

Equal Employment Opportunity

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at Territory will be based on merit, qualifications and abilities. Territory does not discriminate in employment opportunities or practices on the basis of race, color, religion, gender (sex), national origin, age, veteran status, sexual orientation, gender identity, disability, genetic information or any other characteristic protected by applicable law.

Territory will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. This policy governs all aspects of employment including: selection, job assignment, compensation, discipline, termination and access to benefits and training.

Any team members with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of the Management Company. Our anti-harassment policy is described in more detail later in this Handbook.

Pregnancy Accommodation

If you work at an Oregon location with six or more team members, team members and applicants for employment in Oregon may request a reasonable accommodation related to pregnancy, childbirth or a related medical condition, such as lactation.

The Company will provide a requested reasonable accommodation that would enable the team member or applicant to perform the essential functions of their job unless the accommodation would impose an undue hardship on the company's business operations.

A reasonable accommodation may include, but is not limited to:

- Acquisition or modification of equipment or devices;
- More frequent or longer break periods;
- Periodic rest;
- Assistance with manual labor; or
- Modification of work schedules or job assignments.

Team members and job applicants have a right to be free from unlawful discrimination and retaliation. For this reason, the Company will not:

- Deny employment opportunities on the basis of a need for reasonable accommodation.
- Deny reasonable accommodation for known limitations, unless the accommodation would cause an undue hardship.
- Take an adverse employment action, discriminate or retaliate because the applicant or team member has inquired about, requested or used a reasonable accommodation.
- Require an applicant or a team member to accept an accommodation that is unnecessary.
- Require a team member to take family leave or any other leave, if the employer can make reasonable accommodation instead.

Human Resources will communicate with the team member and engage in good faith in a cooperative dialogue (written and/or oral) concerning the team

member's accommodation needs. At the conclusion of this dialogue, the Company will provide a team member who requested an accommodation and participated in the dialogue with a final determination identifying any accommodation granted or denied. The Company will not retaliate against or tolerate retaliation against team members who request an accommodation in accordance with this policy.

Team members who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact their supervisor or a Human Resources representative.

Immigration Law Compliance

The Immigration Reform and Control Act of 1986 prohibits Territory from employing any person not legally authorized to work in the United States. As a condition of employment, you must complete the USCIS Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.

Unlawful Harassment & Discrimination

Territory fosters an environment where every team member feels productive and comfortable. It's our policy that all team members are able to work in a setting free from all forms of unlawful discrimination and retaliation.

Harassment is verbal or physical conduct that demeans or shows hostility or aversion toward an individual because of their race, color, religion, gender (sex), national origin, age, veteran status, sexual orientation, gender identity, disability, genetic information or that of his/her relatives, friends or associates and that:

- Has the purpose or effect of creating an intimidating, hostile or offensive working environment
- Has the purpose or effect of unreasonably interfering with an individual's work performance
- Otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to the following: (1) epithets, slurs, negative stereotyping, demeaning comments or labels, or threatening, intimidating or hostile acts that relate to race, color, religion, gender (sex), national origin, age, veteran status, sexual orientation, gender identity, disability, genetic information; and (2) written or graphic material that demeans or shows hostility or aversion toward an

individual or group because of race, color, religion, gender (sex), national origin, age, veteran status, sexual orientation, gender identity, disability, genetic information and that is placed on walls, bulletin boards, computers or elsewhere on the employer's premises, or circulated in the workplace.

Sexual Harassment

Sexual harassment is a form of gender (sex) discrimination. The Equal Employment Opportunity Commission has defined sexual harassment as follows:

Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

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

Prohibited sexual harassment may include, but is not limited to: sexual jokes, calendars, posters, cartoons, magazines, derogatory or physically descriptive comments about or toward another team member; sexually suggestive comments; inappropriate use of company communications including E-mail and telephone; unwelcome touching or physical contact; punishment or favoritism on the basis of a team member's sex; sexual slurs; negative sexual stereotyping.

Sexual assault is also a form of gender (sex) discrimination). This includes unwanted conduct of a sexual nature that is inflicted upon a person or compelled through the use of physical force, manipulation, threat or intimidation.

Harassment, sexual assault, or other forms of discrimination will not be tolerated in our workplace. It is against the policies of Territory for any team member to harass or sexually assault another team member. This includes acts between supervisors and team members; it also includes acts between one team member and

another or inappropriate workplace conduct between a third party (such as a visitor, vendor, guest or independent contractor) and a team member.

Complaints of Harassment

If you believe that you have been harassed, sexually assaulted, or otherwise experienced discrimination, report the incident immediately. The report should be directed to:

1. Your Supervisor or the General Manager
2. The Management Company
3. Xenium

You may report an incident to the Management Company or Xenium without first contacting your supervisor. Territory will not retaliate against a team member who in good faith reports discrimination, sexual assault or harassment to the Company or participates in an investigation. Retaliation will not be tolerated in our workplace. Reports of discrimination, sexual assault, harassment or retaliation will be investigated fairly. All team members are encouraged to report and document any acts of discrimination, sexual assault or harassment. Territory will attempt to maintain confidentiality, consistent with the Company's need to conduct an adequate investigation, and to take prompt corrective action in response to any discrimination, sexual assault, harassment or retaliation.

Territory cannot require or coerce any team member to enter a nondisclosure or non-disparagement agreement provision related to reports of violations of this policy. A nondisclosure agreement provision is any contractual obligation which has the intended purpose or effect of prohibiting the disclosure of information, except as provided by the agreement. A non-disparagement agreement is any contractual obligation which has the intended purpose or effect of prohibiting disparaging, or negative comments of any nature against a party. If a team member voluntarily requests to enter a nondisclosure or non-disparagement agreement with your employer after experiencing harassment, discrimination, or sexual assault, the team member will have seven days to revoke the agreement prior to its effective date.

The applicable statute of limitations to alleged violations occurring under Oregon laws prohibiting (1) Discrimination because of race, color, religion, sex, sexual orientation, national origin, marital status, age, or expunged juvenile record, (2) Discrimination

against person for service in uniformed service, and (3) Discrimination because of disability is five years from the date of the occurrence.

When we say we want to hear from you, we really mean it!

Reporting Workplace Concerns

When we say we want to hear from you, we really mean it. Our reporting procedure has been developed to assist team members in resolving all types of disputes no matter how small. Use this procedure to voice concerns regarding work rules, working conditions, disputes with other team members, unfair practices and any type of harassment. Concerns filed will be held in confidence and information will only be released on a "need to know" basis for the purpose of conducting an investigation.

Step 1:

Bring your concern to your supervisor. This should be done within 72 hours of the situation causing the concern. Explain the complaint in detail and offer any solutions you may have. If applicable, outline what actions you would like management to consider to correct the situation. Your supervisor will provide an answer to you immediately or within ten calendar days (depending on the severity of the complaint) from the date the complaint was filed.

Note: If for some reason you feel that you cannot take your complaint to your supervisor, take it to the next higher level of management.

Step 2:

You have the right to appeal the decision to the next higher level of management or to the General Manager. All appeals must be filed in writing within ten calendar days of the date you received your supervisor's decision. A management representative will respond to your appeal within ten calendar days of receipt of your appeal. If it is found that a Company policy has been violated, management will take appropriate disciplinary action.)

Step 3:

If you are still not satisfied with the results from Step 2, you may appeal to the Management Company. To appeal, you must present the grievance in writing to management within ten calendar days after the Step 2 discussion.

Territory will answer your appeal within ten calendar days of receipt. All decisions made at this level are final and binding upon both the Company and team members.

Whistleblower Protection

A whistleblower is a team member of Territory who reports an activity that they consider to be illegal or dishonest to any of the following specified parties.

Whistleblower protections are provided in two important areas: confidentiality and anti-retaliation. Insofar as possible, the confidentiality of the whistleblower will be maintained. However, identity may have to be disclosed to conduct a thorough investigation, to comply with the law and to provide accused individuals their legal rights of defense.

Examples of illegal or dishonest activities are violations of federal, state or local laws, billing for services not performed or for goods not delivered, and other fraudulent financial reporting.

If you have knowledge of or a concern of illegal or dishonest fraudulent activity, you should contact your supervisor or the Management Company. Please exercise sound judgment to avoid baseless allegations. All reports of illegal and dishonest activities will be promptly submitted to the Management Company who is responsible for investigating and coordinating corrective action.

The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures. Predetermined management officials are charged with these responsibilities.

We will not retaliate against a whistleblower who makes a report in good faith. Any whistleblower who believes they are being retaliated against must contact the Management Company immediately. The right of a whistleblower to protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.



Work Environment & Expectations



Work Environment & Expectations

Personal Appearance

Our dress code balances our desire to project a professional image while allowing team members to be comfortable, engaged and expressive. Dress, grooming and personal cleanliness standards also affect the business image we present to guests and visitors.

During business hours, you are expected to present a clean and neat appearance and to dress according to the requirements of your position.

Team members who appear for work inappropriately dressed may be sent home and directed to return to work in proper attire. Under such circumstances, you will not be compensated for the time away from work. Please consult your supervisor if you have questions as to what constitutes appropriate attire.

Performance Improvement & Corrective Action

We seek to manage and administer equitable and consistent corrective action and coaching for unsatisfactory performance in the workplace.

Territory's best interest lies in ensuring fair treatment of all team members and in making certain that corrective actions are prompt, uniform and impartial. The major purpose of any corrective action is to correct the problem, prevent recurrence and prepare team members for success.

Although employment with Territory is based on mutual consent and both the team member and employers have the right to terminate employment at will, with or without cause or advance notice, Territory may use corrective action and coaching at its discretion.

Corrective action may call for any of the following four steps: the first offense may call for a verbal warning; the second offense may be followed by a written warning; the third offense may lead to a suspension or final written warning; and the fourth offense may then lead to termination of employment.

There may be circumstances when one or more steps are bypassed and management at their discretion may use any corrective step they determine is warranted.

Territory recognizes that there are certain types of team member problems that are serious enough to justify either a suspension or termination of employment, without going through the usual progressive discipline steps.

By using corrective action, we hope that most team member problems can be corrected at an early stage.

Work Conduct

We base our work culture on a foundation of mutual trust and respect. We expect team members to conduct themselves with a high regard of professionalism and respect in all workplace interactions. If we feel that your conduct or behavior is not reflective of our values, we will discuss our concerns with you and outline necessary corrective action.

To ensure the best possible work environment, we expect team members to follow rules of conduct that will protect the interests and safety of all team members and the business.

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

- Theft or inappropriate removal or possession of property;
- Falsification of timekeeping records;
- Working under the influence of alcohol or illegal (under either state or federal law) drugs;
- Possession, distribution, sale, transfer or use of alcohol or illegal drugs in the workplace, while on duty or while operating employer-owned vehicles or equipment;
- Fighting or threatening violence in the workplace;
- Boisterous or disruptive activity in the workplace;
- Negligence or improper conduct leading to damage of employer-owned or guest-owned property;
- Insubordination or other such disrespectful conduct;
- Violation of safety or health rules;
- Smoking in prohibited areas;
- Sexual or other unlawful or unwelcome harassment;
- Possession of dangerous or unauthorized materials, such as explosives or firearms in the workplace;
- Excessive absenteeism or any absence without notice;
- Unauthorized absence from your work station during the workday;

- Unauthorized use of telephones, mail system, or other employer-owned equipment;
- Unauthorized disclosure of business “secrets” or proprietary business information (as defined elsewhere in this Handbook);
- Violation of personnel policies;
- Unsatisfactory performance or conduct; and
- Excessive personal conversations or “gossip” which negatively impacts civility and decorum and positive team environment in the workplace.

Computer & E-mail Usage

Territory is the owner of the Company’s computer system, software and internet account. Any material or message put into the system should not be considered a private communication. We retain the right to access and review any e-mail activity or documents utilizing Company property at any time, with or without notice.

We caution that all communications via our electronic communications network systems, as well as any other document or file created or stored via the Company’s computer systems, may be subject to discovery in connection with legal proceedings involving the Company or its team members. Communications systems should not be used to solicit or proselytize for commercial ventures, religious or political causes, outside organizations, or other non-job related solicitations.

Workplace Monitoring

Workplace monitoring of e-mail, internet use, text messages on Company cell phones, telephone calls, voice mail, or messages on Company sponsored messaging softwares may be conducted with or without notice at any time by Territory to ensure quality control, team member safety, security and guest satisfaction.

Although team members may have their own passwords for accessing computers, the computers and telephones furnished to team members are the property of Territory. Team members should have no expectation of privacy while using Company computers or telephones. All communications and files are subject to monitoring. We have access to all files, even those files that have been deleted from the system.

We will conduct workplace monitoring consistent with applicable law. We are not obligated to monitor team member communications.

Internet Access on Territory Equipment

Internet access is provided by Territory to assist team members in communication and accessing work related information. While internet usage is intended for job-related purposes, incidental and occasional brief personal use are permitted within reasonable limits.

Data that is composed, transmitted, accessed, or received via the internet must not contain content that is malicious, obscene, threatening, intimidating, or that constitutes harassment.

Examples of activities that fall outside acceptable use of the internet at Territory include:

- Downloading or viewing material containing sexually explicit or obscene comments or images;
- Sending or posting material that violates our harassment policy or offensively addresses someone’s age, sexual orientation, race, disability, or any other protected status under applicable law;
- Sending or posting material that is obscene, threatening, or maliciously false and meant to intentionally harm someone’s reputation;
- Copying, pirating or downloading software and electronic files without permission.

Social Media, Networking & Electronic Communications

We recognize the immense potential of social media to facilitate and enhance the performance of our business. In general, the same principles and guidelines found in our other policies apply to your activities online, and each team member is ultimately responsible for ensuring that your social media activity is consistent with these policies.

“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 or blog, journal or diary, personal web site, social networking, gaming site or affinity web site, web bulletin board or chat room.

Team Member Use of Social Media

Using social media during working time or on equipment provided by Territory is prohibited, unless such use is work-related as authorized by your

supervisor. Do not use Territory's email addresses to register on social networks, blogs or other online tools utilized for personal use.

No team member should suggest or represent that they are authorized to comment on a Company legal matter on behalf of Territory, or to otherwise represent the restaurant or hotel in anyway. Unless the team member has been specially designated in writing by Territory's Management Company to do so.

Team members may not post on social media information regarding Territory that is protected by the attorney-client privilege, or that constitutes a trade secret, protected proprietary or confidential information about Territory's business (e.g. marketing plans and strategies, product preparation or guest service techniques, or non-public Company financial data), or confidential guest information.

We strongly urge any complaints about the company, coworkers, or your work experience are brought to your supervisors, management company, or Human Resources and not expressed on social media. The Company has the right to discipline employees up to termination if confidential or inappropriate information is shared on-line even through personal websites, blogs or social media.

Electronic information is increasingly being collected, aggregated, stored and used in various ways, including through electronic discovery in legal actions. There may be legal implications to a team member's social media use that outlast the team member's viewpoint, and the effects of a particular social media statement may not be felt for months or even years. Please consider some of the risks and consequences that are involved in social media use before creating online content.

*“Don't use social media to
impress people;
use it to impact people.”
- Dave Willis*

Solicitation

In an effort to ensure a productive and harmonious work environment, Territory team members or visitors may not solicit or distribute literature in the workplace for any purpose outside of breaks or meal periods.

We recognize that team members may have interests in events and organizations outside the workplace. However, you may not solicit or distribute literature concerning outside activities during working time.

Personal Cell Phones

Personal cell phone use is not permitted while working. Cell phone use should be limited to lunches and breaks, unless required by your job or with prior Management approval.

Personal cell phones should be kept on “silent” or “vibrate” mode during work hours in order to limit disruptions in your work area.

Company policy and Oregon law prohibit the use of all electronic devices while driving without hands-free devices. You are prohibited from taking business calls or texting while driving if you don't have a hands-free device. Please pull over safely and place the car in park before answering a call or texting without a hands-free device.

Company & Personal Property

You are expected to treat Company property, property belonging to fellow team members, or any other third-party property with care and respect. Theft, misappropriation, misuse or willful destruction of property or unauthorized removal of such is prohibited.

You are responsible for the custody and care of any Company property that has been issued or assigned to you. If you are terminated, whether voluntarily or involuntarily, you are required to return any Company property in your possession immediately.

In accordance with applicable law, Territory at its sole discretion, may request that you consent to and permit an inspection of including, but not limited to: personal property brought onto or taken from the premises, any work, rest or storage area, all Company vehicles, desks, lockers, computers, etc. that are within your possession or control.

Before you remove Company products or any other items belonging to the Company from the premises, you must obtain authorization from your supervisor.

Confidentiality/Non-Disclosure

The protection of confidential business information and trade secrets is vital to the interests and the success of Territory. Confidential information includes, but is not limited to: computer programs and codes, guest financial information, guest lists, guest preferences, financial information (to the extent such disclosure may

violate financial disclosure laws), intellectual property, marketing strategies, pending projects and proposals, proprietary production processes and research and development strategies.

Team members who improperly use or disclose trade secrets or confidential business information will be subject to potential disciplinary action, even if they do not actually benefit from the disclosed information.

Inappropriate disclosure of information to people outside the Company could cost the Company competitive advantage. As a team member of Territory, you may become aware of information that is considered proprietary to Territory. Because of this, all Territory team members may be asked to sign a non-disclosure agreement that would require you to agree not to disclose confidential business or guest information and trade secrets of Territory. Any team members with questions or concerns about this policy are encouraged to consult with their supervisor.

Business Ethics & Conflicts of Interest

Territory will comply with all applicable laws and regulations and expects its team members and Company representatives to conduct business in accordance with the letter, spirit and intent of all relevant laws and to refrain from any illegal, dishonest or unethical conduct.

Our expectation is for all team members and Company representatives to use their best judgment. Transparency is the key to avoiding conflicts of interest. When in doubt, ask the Management Company for guidance to assess the potential for a conflict of interest and determine how it can be resolved.

Business dealings with outside firms should not result in unusual gains for those firms. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks and other windfalls designed to ultimately benefit the employer, the team member or both. Promotional plans that could be interpreted to involve unusual gain require specific executive-level approval.

An actual or potential conflict of interest occurs when you are in a position to influence a decision that may result in a personal gain for a team member or for a relative as a result of Territory business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with you is similar to that of persons who are related by blood or marriage.

No “presumption of guilt” is created by the mere existence of a relationship with outside firms. However, if you have any influence on transactions involving purchases, contracts or leases, it is imperative that you disclose to the Management Company as soon as possible. The existence of any actual or potential conflict of interest must be disclosed so that safeguards can be established to protect all parties.

Relatives & Dating Relationships

For purposes of this policy, a relative is any person who is related by ancestry, or whose relationship with you is similar to that of persons who are related by ancestry or marriage.

A dating relationship is defined as a relationship that may be reasonably expected to lead to the formation of a consensual “romantic” or sexual relationship. This policy applies to all team members without regard to the gender (sex), gender identity or sexual orientation of the individuals involved. Team members involved in a close personal relationship should refrain from public workplace displays of affection and excessive personal language.

Relatives of current team members and individuals involved in dating relationships may not occupy a position that will be working directly for or supervising their relative or the individual with whom they have a dating relationship without prior approval of the management company.

If a family relationship is discovered or a dating relationship is established after employment between team members who are in a reporting situation described above, it is the responsibility and obligation of the supervisor involved in the relationship to disclose the existence of the relationship to management. The Company will take into consideration the reassignment/transfer preference of the individuals involved in the situation. However, the Company will ultimately decide if and who is to be transferred to another available position.

Children & Pets in the Workplace

Territory appreciates the importance of family and the importance of work/life balance. Additionally, a professional work environment contributes to the morale of all team members and affects the business image Territory presents to guests and visitors. As a rule, team members will not be able to bring their children and be the primary caretaker for their children or pets to the workplace, unless it is an emergency or you have

received prior approval from your supervisor. Visits should be brief or limited to breaks or lunch. The team members must continue to be responsible for all their essential job duties. Please contact your supervisor or Management Company if you have concerns or questions.

Fragrance-Free Policy

Recognizing that team members and guests may have sensitivity and/or allergic reactions to various fragrant products, Territory is aware of fragrance sensitivity and seeks to make a safe and comfortable workplace for everyone.

Personal fragrant products (fragrances, colognes, lotions, powders and other similar products) that are perceptible to others should be limited and used with discretion and consideration of others. Territory reserves the right to prohibit the use of personal scents based on both safety and comfort of employees and guests as well as not to conflict with any branded scents that may be developed in the future. Use of personal air fresheners, candles, potpourri are prohibited.

Any team member with a concern about scents or odors is to contact their supervisor or Management Company.

Gifts

Team members should not profit personally from the Restaurant doing business with other organizations.

Team members may not solicit or accept for personal use any gratuity of more than nominal value, such as an advertising item. Acceptance of gifts, discounts, travel, entertainment or cash are strictly prohibited. Violation of this policy will result in disciplinary action, up to and including termination.

Parking

Upon employment all regular full-time and part-time team members may park in the main parking lot.

However, employees are asked to park in the spots furthest from the hotel and restaurant entrance. There may be circumstances due to hotel occupancy, restaurant and event activity that you will be required to park in a nearby parking area as designated by your manager.

Territory parking will not be liable for any damage or theft caused to any motor vehicle, or contents thereof, while parked in a Territory parking garage or on company parking lot.

Bicycle Racks

Bicycle racks are located in the back of the building as well as in the covered parking garage. Team members who ride a bike to work are encouraged to lock the bike to the rack. Territory will not be responsible for lost, stolen or damaged bicycles while on company property.

Disabled Parking

Specific parking stalls are reserved in some lots for the physically disabled and are marked by signs. Parking is by special permit available only for disabled persons. When a motor vehicle with a special license plate or identification card issued by the Department of Motor Vehicles that is being operated by, or used for transportation of a disabled person, this motor vehicle may park in any space which is clearly marked as being reserved for the use of the disabled or persons responsible for the transportation of a disabled person.



How We Keep You Safe

How We Keep You Safe

Your safety and the safety of our guests are our #1 concern. Safety in the workplace is based on knowledge, skill and an attitude of care and concern. It is the responsibility of each team member to work in a safe and efficient manner. Every property has an Emergency Policies Procedure Manual at the front desk and should be reviewed regularly by all managers and employees. Each team member must adhere to the following safety standards:

- Comply with safety policies and supervisor instructions;
- Report unsafe conditions or equipment;
- Report all injuries and “close calls” to their supervisor immediately;
- Refrain from unsafe behavior or endangering other team members;
- Assume responsibility for their conduct and actions;
- Ask questions when unsure of safe work procedures;
- Use all safety equipment/devices provided for their protection;
- Report activities occurring in the workplace when considered unsafe or illegal;
- Not jeopardize their safety through drug or alcohol use; and
- Demonstrate a positive verbal and visual example for other team members to follow.

Please promptly notify your supervisor of any job-related illness or injury. All accidents, regardless of if an injury occurred or not, must be reported to your supervisor immediately.

*“Safety is not a gadget,
but a state of mind.”
- Eleanor Everet*

Emergency Closings

Emergencies such as severe weather, fires, power failures, or earthquakes, can disrupt Company operations. In some cases, these circumstances may require the closing of a work facility.

When operations are officially closed due to emergency conditions, the time off from scheduled work will be unpaid if the decision to close is made before the workday has begun. If you are instructed to leave work during the workday because of an emergency closing, the time off is paid for the remainder of that work day in four-hour increments.

You may request to use available PTO when operations are closed or if you are unable to make it to work.

Team members in essential operations may be asked to work on a day when operations are officially closed. In these circumstances, those who work will receive regular pay.

Violence Prevention & Weapons

All team members should be treated with courtesy and respect at all times. You are expected to refrain from fighting, “horseplay” or other conduct that may be dangerous to others.

Possession of dangerous or deadly weapons including, but not limited to, any firearms or other weapons; explosive devices and/or hazardous materials on Company premises or off Company premises while performing job-related duties is strictly prohibited.

Conduct that threatens, harasses or bullies another team member, a guest or a member of the public at any time, including off-duty periods, will not be tolerated.

All threats or actual violence, (both direct and indirect) should be reported as soon as possible to your supervisor or any other member of management. This includes threats by team members, as well as threats by guests, vendors, solicitors or other members of the public. When reporting a threat of violence, please be as specific and detailed as possible.

All suspicious individuals or activities should also be reported to a supervisor as soon as possible. Do not place yourself at risk. If you see or hear a commotion or disturbance near your work station, do not try to intercede.

Territory will promptly and thoroughly investigate all reports of threats or actual violence, and of suspicious individuals or activities.

Territory encourages team members to bring their disputes or differences with other team members to the attention of their supervisors before the situation escalates into potential violence. Territory will assist in the resolution of team member disputes and will not discipline or retaliate against team members for raising such concerns.

Smoking

Our intent is to provide a safe and healthy work environment. All forms of tobacco use (cigarettes, e-cigarettes, vaping, smokeless, etc.) are prohibited throughout the workplace. In alignment with state law, all forms of tobacco use are also prohibited outside of the buildings within ten feet of all entrances, exits, ventilation systems and windows that can open.

This policy applies equally to all team members, guests and visitors.

Alcohol & Drug Free Workplace

Territory has a zero tolerance against drugs or alcohol in the workplace. The Company is committed to providing a safe work environment and to fostering the well-being and health of its team members. That commitment is jeopardized when any of our team members use drugs on the job, comes to work under the influence, or possesses, distributes or sells alcohol or drugs in the workplace. The term “drug” for purposes of this policy includes prescription drugs that might affect workplace safety, as well as illegal inhalants and illegal drugs under either state and/or federal law. The term “intoxicants” means drugs or alcohol. Marijuana remains illegal under federal law and such is prohibited by this zero tolerance policy. All current team members are subject to drug and alcohol testing as described in this policy.

The goal of this policy is to balance our respect for individuals with the need to maintain a safe, productive drug-free environment. Intoxicants will not be tolerated at the Company.

With these basic objectives in mind, we have established the following zero tolerance policy:

- It is a violation of policy for any team member to use, possess, distribute, sell, trade, or offer for sale alcohol or drugs in the workplace, or in circumstances that we believe might adversely affect our operations or safety.
- It is a violation of policy for any team member to report to work under the influence of intoxicants, to

be in this condition while on Company property or in other circumstances we believe might adversely affect our operations or safety.

Violations of this policy subject the team member to disciplinary action up to and including termination.

Positive Test Result

A team member whose alcohol or drug test result is “positive” will be considered in violation of this policy. The Company has a zero tolerance policy regarding any positive test result. In the event a positive test result for drugs or alcohol is received, the Company will submit the initial test for a confirmation test in a federal or state licensed clinical laboratory.

For purposes of this policy, “under the influence of alcohol or drugs” or “under the influence of intoxicants” is any detectable level of alcohol or drugs present in the individual’s system (based on the results of urinalysis or breathalyzer testing).

Failure to Cooperate in Drug/Alcohol Testing

The following team member acts will be deemed as failing to cooperate in the Company’s drug and alcohol testing protocol:

1. Fails or refuses to timely take a drug or alcohol test as requested by the Company under the terms of this policy.
2. Refuses to cooperate with or subverts or attempts to subvert a drug or alcohol testing process requested by the Company under this policy, including, but not limited to:
 - Refusal or failure to complete proper documentation that authorizes the test;
 - Presentation of false identification;
 - Placement of an adulterant in the individual’s specimen for testing, when the adulterant is identified by a testing facility; and/or
 - Interference with the accuracy of the test results by conduct that includes dilution or adulteration of a test specimen.

Failure to cooperate in testing under this section will be considered insubordination, and grounds for immediate suspension and disciplinary action up to and including termination.

If a team member is covered by Department of Transportation regulations, additional testing requirements will apply and will be enforced.

Company Assistance

A team member who believes that he/she has a problem involving the use of alcohol or drugs can ask a supervisor, or any member of management he or she feels comfortable talking to, for confidential assistance. No discipline or reprisals will result merely from a team member voluntarily asking for such assistance, and the Company will work with the team member to initiate an appropriate treatment program. This provision does not apply if the team member is already suspected of violating this policy and may be subject to discipline at the time of the request or announcement. We will also work with the team member to identify all Company benefits and benefit programs that may be available to help deal with the substance abuse problem.

The Company may require a team member to confidentially visit a team member assistance counselor whenever, in the Company's judgment, this may help identify or correct a performance problem, or help in the successful implementation or completion of a treatment program.

Any request for assistance and any later treatment program will be kept as confidential as possible under all the factual circumstances.

However, it is your responsibility to seek Company assistance before drug or alcohol problems lead to on-the-job safety, performance or misconduct incidents, or a violation of this policy. If you use alcohol or drugs in connection with work, or otherwise violate this policy, you will not be entitled afterwards to enter a treatment program and avoid discipline or penalty.

Pre-Employment Testing

All applicants for employment who have passed our other pre-employment evaluation may be subject to drug testing prior to beginning employment. Any positive result of any degree will disqualify the applicant from employment, but the applicant may reapply after the expiration of 90 days.

Reasonable Suspicion Testing

Where we have reasonable suspicion that a team member may be under the influence of drugs or alcohol, the team member will be required to submit to testing

to determine the presence of alcohol or drugs. The Company reserves the right to determine whether reasonable suspicion for testing exists.

Reasonable suspicion is based on observable, objective evidence that gives the Company a reasonable basis to suspect that the team member may be impaired or affected by drugs or alcohol in the workplace and may include, but is not limited to the following:

- Observed drug or alcohol use during work hours at the workplace, or team member statements or admissions regarding such use;
- Apparent physical symptoms of impairment or intoxication;
- Erratic, unusual or bizarre behavior;
- Incoherent or slurred speech or confused mental state;
- Odor or alcohol on the body or breath;
- Unsteady standing or walking;
- Inability or difficulty completing routine tasks; and/or
- Disorientation or confusion.

Post-Accident Testing

Any team member involved in or otherwise causing a job-related accident which causes personal injury to the team member, clients, staff or others, that requires medical treatment by a physician or by hospital/clinic medical personnel, and whose behavior/actions may, as determined in the Company's sole discretion, have caused or contributed to the accident, may be required to take an alcohol and/or drug test immediately following the accident or at the time of initial treatment by a medical care facility.

Any team member involved in or otherwise causing an accident resulting in what the Company deems substantial damage to Company property or to another's property while the team member is conducting Company business may be required to take an alcohol and/or drug test. Also, "near miss" incidents, where there is no personal or physical damage or injuries will be evaluated and the Company will make a determination as to whether or not to test for drugs or alcohol for any or all team members involved.

Company Social Events

As a limited exception, there may be some Company social functions or meetings where alcohol may be served with prior Company approval, or situations where Company team members or supervisors are allowed to consume alcohol. However, such consumption is never a business obligation and any use of alcohol in these circumstances must be done with extreme moderation and confined to off-duty or evening hours when no further Company work will be required.

On occasion, there may be value in participating in wine, beer or spirits tastings representing the Restaurant for sales or partnerships reasons. In these circumstances, the employee must have these tastings pre-approved by their supervisor, including having a plan for moderation and appropriate transportation. For General Managers, this means pre-approval by the Management Company.

Prescription Drugs

Team members in safety-sensitive positions who are medically authorized to use over-the-counter drugs or prescription drugs which might impair safe job performance are responsible to determine from a physician or pharmacist whether or not the substance is capable of impairing safe job performance. The team member is on notice of potential impairment either from the drug label or notice/advice from the pharmacist. If use of the drug could impair safe job performance, the team member must report the use of the substance to your supervisor prior to beginning work and provide proper written medical authorization from a physician stating that the physician has reviewed the position description and has concluded that it is safe for the team member to perform the essential functions of the position while using such prescribed and/or authorized drugs. The Company may request follow up information if necessary to ensure your safety and the safety of co-workers. Consistent with federal and state laws, the Company will keep such information confidential. Failure to provide notification as outlined above may result in disciplinary action up to and including termination. Abuse of prescribed medications and over-the-counter drugs outside of their prescribed or intended use will not be tolerated at the Company.

Arrest or Conviction – Drugs

Team members are required to notify the Company of any criminal drug statute arrest or conviction no later than five days after such arrest or conviction.

Last Chance Agreement

Team members who violate this policy may be subject to discipline, up to and including termination. The Company may consider, in its sole discretion, a “Last Chance Agreement” in lieu of discipline or discharge for violation of this policy. Team members subject to a Last Chance Agreement will be required, as a condition of continued employment, to agree to the following:

- Agreement to participate and successfully complete a substance abuse rehabilitation program;
- Adherence to the rehabilitation counselor’s recommendations, including, but not limited to agreeing to remain drug or alcohol free;
- Participation in a team member assistance program or other similar program; and
- Submission to random or periodic drug or alcohol testing to demonstrate that the team member remains drug or alcohol free.

Violation of a last chance agreement will subject a team member to immediate termination.

The team member’s willingness to agree to treatment and to a last chance agreement may be one factor utilized by the Company in determining whether or not to terminate the team member for a violation of this policy.

We recognize that situations may arise which are not specifically covered by this policy and these guidelines. Such situations will be dealt with on a case-by-case basis taking into account such things as the nature of the situation or problem, the team member’s overall employment record and job assignment, the potential impact on production and safety and guest relations concerns.



Time Away



Time Away

Territory recognizes that there are times when you may require a leave of absence from work. Certain reasons for absence will qualify for job protection. The leaves in this section are typically unpaid but you may use available benefits so that the leave will be partially or fully paid. We understand that this information can be complicated and sometimes difficult to understand. Please do not hesitate to contact your supervisor if you have questions or to help you through the process.

OFLA Leave

Territory recognizes that there are times when you may require a leave of absence from work. Certain reasons for absence will qualify for job protection and benefit continuation under the Oregon Family and Medical Leave Act (OFLA). Even though these legal leaves are an unpaid benefit, you will be eligible to access your PTO and other accruals to continue your pay. Even if you run out of PTO, Territory paid health and life insurance coverage can continue in some cases. If you miss a premium payment for your health insurance benefits while on OFLA leave, you may be required to send in premium payments while you are on leave or catch up on premiums when you return. This information will be provided to you in your leave of absence paperwork.

Territory will provide a leave of absence for up to 12 workweeks (or up to 26 workweeks of military caregiver leave) to eligible team members for certain family or medical reasons and in accordance to OFLA. The function of these policies are to provide team members with a general description of their OFLA rights. In the event of any conflict between this policy and the applicable law, team members will be afforded all rights required by law.

Please see the break room bulletin board for more information regarding OFLA benefits. (a copy of the OFLA poster is also provided at the end of this Handbook). A FAQ guide explaining these benefits in more detail is available from Xenium. To apply for one of these leaves, please submit the Leave Request Form at least 30 days before your leave begins unless it is an emergency situation. Depending on the type of leave, you may be required to submit one of the applicable certification forms from your healthcare provider.

We use a “rolling forward year” to determine a team member’s OFLA leave entitlement. This means that we look forward on the calendar for one year from the first day of your leave. This method tells us how much of this job-protected time you have available to use. If you are entitled to paid leave under another benefit plan or policy, you must take the paid leave first and your OFLA leave entitlement will run concurrently.

If you are on an unpaid leave of absence, you will accrue PTO during your leave.

Oregon Domestic Violence Leave

We provide a domestic violence leave of absence without pay to Oregon team members who wish to take time off from work duties if he/she is a victim of domestic violence, sexual assault leave, will be kept strictly confidential.

We also provide reasonable safety accommodations to team members who are victims of domestic violence, sexual assault or stalking, including but not limited to transfer, reassignment, a modified schedule or unpaid leave, unless to do so creates an undue hardship.

Please see the posted requirements on the team member bulletin board or contact your supervisor for further details or to request leave.

We understand that this information can be complicated and sometimes difficult to understand. Please do not hesitate to contact us with questions.

Oregon Crime Victims’ Leave

Team members who are the victim of a crime may be eligible for unpaid leave in order to assist in the prosecution and trial of the accused. Team members taking qualifying Crime Victims’ Leave may choose to use PTO during this leave so the leave will be paid.

In order to be eligible to take this leave, you must have worked for the Company at least 25 hours per week for the 180 days immediately preceding the leave. You must also be the victim of the crime.

Please provide no less than three days notice of the intention to take leave to attend a court hearing. Please also provide a copy of any hearing notice prior to taking the leave.

Military Leave (USERRA)

A military leave of absence will be granted to team members who are absent from work because of service in the U.S. Uniformed Services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable. Discrimination and retaliation in employment based on your military service is prohibited, and you will retain all your legal rights for continued employment under USERRA.

Veterans Day Time Off

We will provide eligible veterans with unpaid time off upon request on Veterans Day (if they are otherwise scheduled to work). You are eligible if you served on active duty in the Armed Forces for at least six months and received a discharge under honorable conditions.

Team members seeking Veterans Day off should make the request with at least 21 days' advanced notice, and you will have the option of taking this day off as unpaid time or using PTO and should specify which option you prefer at the time you request the day off.

Please contact your supervisor for further details or to request leave.

Witness Duty

We encourage team members to appear in court for witness duty when subpoenaed to do so.

If you have been subpoenaed or otherwise requested to testify as a witness by Territory, you will receive paid time off for the entire period of witness duty.

You will be granted unpaid time off to appear in court as a witness when requested by a party other than Territory. You are free to use any available paid time off benefit such as PTO. to receive compensation for the period of this absence.

The subpoena should be shown to your supervisor immediately after it is received so that operating requirements can be adjusted, where necessary, to accommodate your absence. You are expected to report for work whenever the court schedule permits.

Bone Marrow Donor Leave

Eligible employees who undergo a medical procedure to donate bone marrow will be provided with unpaid time off. Eligible employees are those who work an average of 20 or more hours per week. The leave can extend up

to the amount of the employee's accrued paid leave or 40 work hours, whichever is less, unless the Company agrees otherwise. Time off under this policy is unpaid, however, employees may choose to use any available PTO to cover their time away.

Employees may be required to provide the Company with verification from a physician of the purpose and length of each leave. If there is a medical determination that the employee does not qualify as a bone marrow donor, the paid leave used prior to the determination is not affected.

Juvenile Court Attendance Leave

Employees will be allowed time off when compelled to attend a juvenile court proceeding involving a child of which the employee is a parent or legal guardian.

Time off under this policy is unpaid, however, employees may choose to use any available PTO to cover their time away.

Legislative Leave

Employees that have been employed by the Company for at least 90 days will be allowed time off to serve in the Oregon Legislative Assembly. Leave will be granted for any regular or special sessions or for time needed to perform official duties as a member or prospective member of the Legislative Assembly. Time off under this policy is unpaid, however, employees may choose to use any available PTO to cover their time away.

Employees must provide notice of the need for leave under this policy at least 30 days before a regular session begins and as soon as possible when it is apparent that a special or emergency session will be called.

Employees must return to work within 15 days after the adjournment of the Legislative Assembly following a regular session or within five days after any other assignment is completed.

The Company reserves the right to deny reinstatement if a conflict of interest develops or if the circumstances of the Company change during the leave such that it would be impossible or unreasonable to reinstate the employee.

Firefighter Leave

Employees who serve as volunteer firefighters in a rural fire protection district or as firefighters employed by a city or a private firefighting service will be allowed a leave of absence when called to an emergency. Employees must return to work when their release from service permits them to resume their job duties.

Time off under this policy is unpaid, however, employees may choose to use any available PTO to cover their time away.

Search & Rescue Operation Leave

Employees who serve as search and rescue volunteers will be allowed time off when accepted to participate in search and rescue activities by the sheriff.

Time off under this policy is unpaid, however, employees may choose to use any available PTO to cover their time away.

Personal Leave

We recognize that there will be times when a team member needs extended time off due to personal matters. All team members are eligible to request an unpaid personal leave as described in this policy after completing 30 days of service.

As soon as you become aware of the need for a personal leave of absence, you should request a leave from your supervisor.

Personal leave may be granted for a period of up to 30 calendar days every one year. With a supervisor's approval, you may take any available PTO as part of the approved period of leave. Consideration will be given to requests for extensions to the maximum period for a personal leave of absence.

Requests for personal leave will be evaluated based on a number of factors, including anticipated work load requirements and staffing considerations during the proposed period of absence.

Subject to the terms, conditions and limitations of the applicable plans, health insurance benefits will be provided by Territory for the duration of the approved personal, not to exceed one month.

Benefit accruals will be suspended during the leave and will resume upon return to active employment.

When a personal leave ends, every reasonable effort will be made to return you to the same position, if it is available, or to a similar available position for which you are qualified. However, we cannot guarantee reinstatement in all cases. If you fail to report to work promptly at the expiration of the approved leave period, we will assume you have resigned.

OREGON FAMILY LEAVE

You can take time off to take care of yourself or close family members under the Oregon Family Leave Act (OFLA).



- ▶ **This time is protected, but often unpaid unless you have vacation, sick, or other paid leave available.** Paid family leave will be available in 2023.
- To be eligible, you must have worked an average of 25 hours per week for 180 days - just 180 days for parental leave. Your employer must have at least 25 employees.
- ▶ You can take up to a total of 12 weeks of time off per year for any of these reasons.
 - » **Parental leave** for either parent to take time off for the birth, adoption, or foster placement of a child. If you use all 12 weeks, you can take up to 12 more weeks for sick child leave.
 - » **Serious health condition** of your own, or to care for a family member.
 - » **Pregnancy disability leave** before or after birth of child or for prenatal care. You can take up to 12 weeks of this in addition to 12 weeks for any reason listed here.
 - » **Military family leave** (up to 14 days if your spouse is a service member who has been called to active duty or is on leave from active duty
 - » **Sick child leave** for your child with an illness, injury or condition that requires home care but is not serious, or to care for a child whose school or place of care is closed because of a public health emergency.
 - » **Bereavement leave** for up to 2 weeks after the death of a family member.
- ▶ Your employer must keep giving you the same health insurance benefits as when you are working. When you come back you must be returned to your former job or a similar position if your old job no longer exists.

CONTACT US

If your employer isn't following the law or something feels wrong, give us a call. The Bureau of Labor and Industries is here to enforce these laws and protect you.

Call: 971-673-0761

Email: help@boli.state.or.us

Web: oregon.gov/boli

Se habla español.



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OREGON LAWS
Protect You At Work

Receipt of Team Member Handbook

This acknowledges I have received a copy of the Osprey Nest Restaurant, LLC (referred to throughout this Handbook as Territory or the Company) Team Member Handbook and Alcohol & Drug Free Workplace Policy. As a team member of Territory, I agree to read this Handbook, and to ask my supervisor about any portion of this Handbook I do not understand. I understand and agree that Territory has the right to add, delete or otherwise modify the policies, procedures or other information provided in this Handbook at any time. I also understand and agree that Territory has the right to interpret and apply the policies and procedures in this Handbook in their discretion. I agree to abide by these policies, procedures and other requirements of this Handbook. I understand that my failure to do so will lead to disciplinary action, up to and including immediate termination for the first offense.

I understand that neither this Team Member Handbook nor any verbal statements made by Territory constitute an agreement or promise of continued employment and that the provisions of this Handbook may be changed at any time. I understand that I am employed at will and that Territory reserves the right to terminate my employment at any time for any reason, with or without cause or notice, and that I also reserve the right to terminate my employment at any time for any reason, with or without cause or notice. Only the Management Group of Territory is authorized to modify this at-will employment policy or enter into an agreement contrary to this policy. Any such modification must be in writing and signed by me and the Management Group.

If I have any questions about this employment relationship, I understand that I can contact my supervisor.

Print Name

Team Member's Signature

Date