



**Pizza, Inc.**

# TEAM MEMBER HANDBOOK





## **Welcome to the Domino's Pizza Team!**

Domino's Pizza is the world's largest pizza company with nearly 14,000 locations in over 75 countries and growing! We pride ourselves on striving to deliver hot, delicious pizza and other products in 30 minutes or less – every time. Domino's was founded in 1960 by Tom Monaghan when he and his brother purchased a pizza shop in Ypsilanti, MI called "Dominick's." After dissolving the partnership with his brother, Tom later changed the name to Domino's and the rest, as they say, is history.

We are proud of our team and are glad that you have given M Pizza Inc. (the local franchise for Domino's) the opportunity to be a part of your career. If you ever have any questions, please do not be afraid to ask and, again . . . welcome!

### **About M Pizza, Inc.**

M Pizza, Inc. is a 20+ store franchise within the Domino's Pizza system. The company owns and operates locations in the eastern panhandle of West Virginia, western Maryland, northern Virginia and Pennsylvania. M Pizza, Inc. was founded in July of 1984 by Mike and Margaret Clise with the opening of the first store on November 16, 1984 in downtown Martinsburg, WV. Mike and Margaret are natives of nearby Hampshire Co, WV and began working for Domino's Pizza while attending West Virginia University in October of 1980. Mike began as a driver and Margaret, an insider. Upon Mike's graduation in the spring of 1981, the couple decided that owning a Domino's Pizza franchise was what they wanted to do, with an initial goal of owning and operating 10 stores. Mike and Margaret were married on August 1, 1981. Mike then became an Assistant Manager and in March 1982, a Store Manager in Fairmont, WV. After managing for 1 1/2 years and then supervising for a year, the dream of ownership was realized in 1984. Today Mike is the president of M Pizza, Inc. and Margaret serves in the capacity of Chief Financial Officer. They reside in Martinsburg and have two adult children, Lauren and Bob.





Original location at 121 W. Burke St., Martinsburg, WV

## Our Handbook

This Handbook is applicable solely to M Pizza, Inc., doing business as Domino's Pizza (hereinafter sometimes referred to as the "Company," M Pizza, Inc. and/or Domino's) and supersedes all previous handbooks, manuals, and memos. While every effort is made to keep the contents of this document current, M Pizza, Inc. reserves the right to modify, suspend, or terminate any of the policies, procedures, and/or benefits described in the Handbook with or without prior notice to its Team Members.

The Company will enforce this Handbook consistent with all applicable federal, state, and local laws including, but not limited to, those relating to medical, family, or military leave; equal employment opportunity; the environment; safety and health; and pay and any other terms and conditions of employment. Similarly, we expect our Team Members to comply with all laws that apply to their jobs as a condition of their continued employment.

If applicable state or local law contradicts or conflicts with any statement contained in this Handbook, state and/or local law will apply. M Pizza, Inc. complies with all applicable state and local laws. M Pizza, Inc. operates in multiple states and it is not practical to include every state and local law that may be applicable to select Team Members. If you have any questions regarding any policy contained in this Handbook as it relates to any state or local law, please contact management. The Franchisee **Mike Clise** is referred throughout as "**the President of M Pizza, Inc.**" He may be contacted by phone at **(304) 263-4349** or by email at [mikec@mpizza.biz](mailto:mikec@mpizza.biz).

## **AT-WILL EMPLOYMENT**

**Your employment with the Company is at-will. This means that you or the Company may unilaterally terminate your employment at any time for any lawful reason or for no reason at all with or without notice.** Similarly, the policies included in this Handbook, whether standing alone or combined, are intended to be guidelines only and are in **no way to be interpreted as a contract between the Company and its Team Members.** Therefore, nothing in this Handbook should be construed as an express or implied contract or a guarantee of continued employment. **At-will employment cannot be changed by any oral statement; it can only be changed pursuant to a written agreement covering employment status signed by the President of M Pizza, Inc.**

## **THE DOMINO'S PIZZA VISION**

Be the #1 pizza company in the world and in every neighborhood.

## **OUR BELIEFS**

We believe in:

- Opportunity
- Hard work
- Inspired solutions
- Winning together
- Embracing community
- Uncommon honesty

## **OUR PROMISE TO EACH CUSTOMER**

- Inspire through our actions
- Consistently provide delicious pizza at a great value
- Handcraft every pizza just for you
- Give exceptional service every time

## **OUR PROMISE TO EACH OTHER**

- Be courageous
- Handle the rush
- Respect others
- Make disciplined decisions
- Champion our customers
- Celebrate success

## **OUR GUIDING PRINCIPLES**

At the moment of choice . . .

- We demand integrity.

- Our people come first.
- We take great care of our customers.
- We make great pizzas every day.
- We operate with smart hustle and positive energy.

### **SATISFACTION GUARANTEE**

"If you are not completely satisfied with your Domino's Pizza experience, we will make it right or refund your money."

### **OUR ATTITUDE TOWARD CUSTOMER CONCERNS**

"The Customer's perception is fact!"

### **OUR EXPECTATIONS OF M PIZZA TEAM MEMBERS**

**We expect you to . . .**

#### ***Always treat each customer with respect***

- Provide every customer their money's worth with a well-made product ("make each pizza as if you were going to sell it to your mother at full price") and prompt, courteous service (say "thank you," address customers as "sir" or "ma'am".)
- Resolve any problem that might arise immediately to the Customer's satisfaction. Studies have shown that if you resolve a Customer's concern quickly and in their favor, there is a 95% likelihood that the Customer will continue to do business with us.
- You have the ability to determine if a customer is happy with us and if they are not you are authorized to do what it takes to make them happy.
- You have the responsibility to make sure the Customer desires to order from Domino's again.
- Treat our Customers as you would like to be treated as a Customer – with respect.

#### ***Always treat fellow Team Members with respect***

- Report to work as scheduled (If you expect us to hire you and agree to work you "x" number of hours per week, we should expect you to be at work on time, when scheduled.)
- Use "please" and "thank you."
- Give your best effort to do your job the way it's supposed to be done.
- Make your store a great place to work. (The desire of others to work at Domino's Pizza is contingent, to a great degree, on how pleasant you are to work with.)
- Treat your fellow Team Members with respect (as you would like to be treated.)

*Always be honest in your dealings with us, fellow Team Members, and the company*

- We do not, and will not steal from you – so please never steal from us.
- Ring up all sales (Team Member purchases must be entered into the computer prior to being made,) collect payment for all transactions, and turn in all money received.
- **Don't take free food or give free food to others**
- Be honest in reporting your time worked & give a full hour of work for each hour of pay.
- Stealing is an insidious disease that erodes personal dignity, integrity, and self-esteem. It also erodes a company's well being. If \$20 of food or money is stolen (or given away) from each M Pizza, Inc. store each day, that amounts to over \$100,000 lost per year company-wide! That loss reduces our company's ability to upgrade your store, replace worn equipment and provide greater benefits to our Team Members.
- For M Pizza, Inc. to be a "world class company," we must be a company in which theft is non-existent and honesty is practiced by all.

*In general what we are expecting is that each Team Member will follow the "Golden Rule" in all of their dealings with customers, fellow Team Members, and M Pizza, Inc.: "Do unto others as you would have them do unto you." If we are all treating one another with this type of respect, our association can be most pleasurable and profitable!*

[PHOTO]

## **THE CUSTOMER WHO NEVER COMES BACK**

I'm a nice customer. You all know me. I'm the guy that never complains no matter what type of service I get.

I'll go into a restaurant and stand and wait while the waitress gossips with her boyfriend and never bothers to see if my food is ready to go. Sometimes a party that came in after I did gets my food, but I don't say a word in complaint when the girl tells me, "Oh, I'm, sorry. I'll order another for you." I just wait. I don't throw my weight around. I try to be thoughtful of the other person. If I get a snooty or bored waitress who gets upset because I want to take a few minutes to read the menu. I'm polite as can be. I don't believe rudeness in return is the answer. I never kick. I never gag. I never criticize, and I wouldn't dream of making a scene as I've seen people doing in public places. I think that is uncalled for. No, I'm the nice customer. And I'll tell you what else I am.....

## ***I'M THE CUSTOMER WHO NEVER COMES BACK***

That is my way of reacting to getting pushed around too much. That's why I take whatever you hand out, because I know I'll more than get even by not coming back. This may not relieve any frustrations, but it is far more deadly than blowing my top in public. In fact, a few nice customers like me can just about ruin your business and there are a lot of nice customers in the

world just like me. When we get pushed too far, we go somewhere else and spend our money where they are smart enough to hire help who appreciate nice customers.

He laughs best, they say, who laughs last. I laugh when I see you frantically spending your money on expensive advertising to get me back, when you could have had me in the first place for a few kind words, a smile and a cheerful “thank you” for my patronage.

I don’t care what business you’re in. Maybe I’ve never heard of you or maybe you have never heard of me. But if you are going broke or your business is bad, maybe there are enough people like me who do know you.....

***I’M YOUR CUSTOMER WHO NEVER COMES BACK***

(author unknown)

**TEAM MEMBER FOOD DISCOUNT PRIVILEGE**

M Pizza, Inc. offers Team Members a food discount. Team Members are eligible for this discount on their first day of work. You are permitted to purchase up to \$50.00 of food at 1/2 price, per day. For example, if you purchased exactly \$50.00 worth of food using this privilege, you would only pay \$25.00, plus sales tax. There is no discount privilege on sodas. The food discount does not apply to specials. For example — the “\$7.99 Carryout Offer” may not be purchased for \$4.00. The discount applies to *menu* prices.

If you are working, you may purchase your 1/2 priced food and give it to an immediate family member (directly related to you and living in the same household.) This immediate family member may not receive 1/2 priced food independent of you (you must be there to order and pay for it.) The food must be carried out. No 1/2 priced food may be delivered. The Team Member must pay for the 1/2 price food at the time of the order. Team Members are eligible to use this privilege only in the store where the Team Member is employed. Store Managers and Office Staff are permitted to use the food discount privilege at other stores.

No Team Member is permitted to purchase food using the food discount privilege for friends or non-immediate family members. An abuse of this policy will result in discipline up to and including termination and the requirement to pay full price for the food given out in violation of this policy. Team Members are not permitted to make their own food. The Person in Charge must make the food purchased by Team Members pursuant to this policy.

A Team Member who calls off work may not use his or her food discount privilege until he or she returns to work. M Pizza, Inc. reserves the right to suspend this privilege for all Team Members at any time, without advance notice. A store’s food discount privilege will be suspended if its biweekly food cost is out of line at the discretion of the Company and for such time period as deemed necessary by the Company. Abuse of this policy will not be tolerated and will be dealt with discipline, up to and including termination. If you have further questions regarding this policy or the restrictions, please contact your Store Manager or Area Supervisor.

**“EARN A TIRE, GET A BRAKE” PROGRAM**

As an incentive for continued service and in an effort to promote driver safety, M Pizza, Inc. has a reimbursement program for our delivery drivers. For every increment of 500 orders safely delivered, drivers can receive up to \$30.00 toward the purchase of a replacement tire or brake pads (only) for the vehicle used at Domino's. This incentive is in the form of a credit that can only be used so long as the driver is actively employed by M Pizza, Inc. In order to redeem these credits, the driver must make a request of their Store Manager by presenting them with the paid receipt from the vendor used to acquire the tire(s) or brake pads. Those receipts are then forwarded to the Office for reimbursement by means of a separate check sent back to the store, typically within 30 days. Any unused credits become null and void upon termination of employment. In the event of rehire at some future date, the earning of credits begins anew with no carryover from the past.

### **BRIAN A. CAVE SCHOLARSHIP FUND**

In 1988, we tragically lost a beloved Team Member named Brian A. Cave. In his memory, a scholarship fund was established for use by Team Members attending Shepherd University in Shepherdstown, WV. Each semester \$2,000 is set aside to be shared (up to \$1,000/ person) by those meeting the eligibility requirements.

Initial requirements for eligibility are:

- Employment by M Pizza, Inc. for at least one year (as of the beginning of the desired semester); and
- Enrolled and attending Shepherd University.

In order to continue to be eligible (for successive semesters), the following criteria apply:

- Maintain a minimum grade point average (GPA) of 3.0;
- Maintain a minimum average of 15 working hours per week at M Pizza, Inc. during the school year; and
- Maintain a minimum of 35 hours per week when school is not in session.

If you should be eligible and interested in the Brian A. Cave scholarship fund, please contact the Office for additional details regarding application.

### **PARTNERS FOUNDATION**

The Domino's Partners Foundation is a non-profit, independent organization founded to assist qualifying corporate and franchise Team Members in times of crisis, tragedy, or special need. Assistance is based on financial need and any award provided is a gift, not a loan, benefit, or part of any insurance plan.

Endorsing the tag line "Team Members helping Team Members," the Foundation provides over a million dollars annually in assistance. Situations vary from natural disasters (flood, fire, hurricane, earthquake) to personal/family illnesses, accidents, or death of a Team Member or close family member. Partners is not an insurance fund and does not provide benefits towards medical expenses, but for expenses not typically covered by traditional health insurance such as rent, utilities costs, living expenses that continue on in the event of unfortunate life crises. Funds

are raised through team member payroll deductions, special events at regional, national, and international meetings, and other Company and franchise-wide projects. If you are interested in supporting the Foundation through payroll deduction, please log onto [tmsc.dominos.com](http://tmsc.dominos.com) and select *Partners Foundation* or complete the voluntary Payroll Deduction form in your new hire packet.

### **Examples of past local assistance.**

Case #1 TM's 12 year old son was run over by a car, and had elbow reconstruction surgery.

Case #2 TM's house destroyed by tornado/no insurance.

Case #3 TM's spouse had amputation surgery related to diabetes.

Case #4 TM's father died in another state, needed assistance due to travel expense /lost income due to missing work.

Case #5 &6 TM's spouses had heart problems and strokes (2 different TMs).

Case #7&8 TM's apartment burned down/TM's house burnt down (2 different TMs)To apply for assistance or for more information, Partners Foundation can be reached toll-free at (800) 284-0911 (option 2), direct dialed at (734) 930-3297, or contacted by email at [partners@dominos.com](mailto:partners@dominos.com).

### **VACATION PAID TIME OFF**

As a reward for continuous full time service, M Pizza, Inc. offers the following vacation pay benefits:

- One week's paid vacation for one year of continuous full time employment.
- Two week's paid vacation for five years of continuous full time employment.
- Three week's paid vacation for ten years of continuous full time employment.

Full time employment is defined as a minimum average of 35 hours per week. Team Members must average 35 hours per week and work at least 20 hours in each week during the year of eligibility. The actual vacation pay will consist of an average of the 52 weeks from the anniversary date of when the Team Member began working full time. Vacation must be taken within 12 months of the anniversary date or it may be forfeited. Vacation dates must be submitted and approved by the Store Manager 4 weeks in advance. The Store Manager has the right, in his or her discretion, to deny or grant Vacation requests based upon business and/or operational needs. Years worked at other Domino's stores and/or previous employment with M Pizza Inc. do not count towards eligibility.

### **WORK SCHEDULE AND PAID HOLIDAYS**

The work schedule at the store is to be posted by Friday at 5 p.m. for the following week. Most Store Managers post a one-week schedule, while some post a two-week schedule. Store Managers set days for when schedule requests may be submitted, and it is within the discretion

of each Store Manager to grant or deny requests. If for some reason you are unable to work a scheduled shift after the schedule is posted, it is your responsibility (not the store manager's) to find a replacement (with the store manager's approval),

The nature of our business consists of selling primarily in the evenings and on weekends. Over 60% of our sales are generated on Friday, Saturday and Sunday. The holiday schedule recognized by M Pizza, Inc. is **Thanksgiving Day, and Christmas Day**. The other holidays that we are open tend to be busier than normal days. Although you won't be expected to work *all* nights, *every* weekend day, and *every* holiday, it is important to understand that you will be expected to be available on these days (including Sundays,) as needed and even more so if you are expecting full time hours.

From time to time, it may be necessary for you to work beyond your scheduled out time, depending on sales. Your scheduled "out" time is our best estimate as to when you will be able to leave and can usually be honored as written but *may* occasionally need to be adjusted to meet the needs of the store. You may also be given the option to leave earlier than your scheduled "out" time and it will be your option to do so, if/ when asked.

There are two categories of Team Members: those who can do everything and those who can do everything but drive. The latter category typically means those who are under the age of 18. Everyone else in the store will be expected to answer the phones, wait on carryout customers, itemize pizzas, wash dishes, etc. **There is no such thing as someone who was "just hired to drive."** That person doesn't exist at Domino's.

Additionally – our company policy regarding closing time is that **we take orders up to and including one minute after our posted closing time or until the oven is empty, whichever is later.** There is no such thing as closing early because "we haven't had an order in a half hour." Anything done to restrict customers from being able to order according to this policy OR any refusal to take a customer's order near closing time will be met with disciplinary action, up to and including termination. This activity (closing the store early) is particularly irksome to the President of M Pizza, Inc. and will be dealt with severely. In other words...don't even think about it.

## **UNIFORM POLICY**

At the start of employment for M Pizza, team members will be provided, free of charge, with one uniform shirt and one uniform hat. If you would like to purchase additional uniforms, please see your store manager to obtain the authorized payroll deduction form to purchase those items.

## **GROUP INSURANCE BENEFITS**

Health insurance will be available to all full-time Team Members. Coverage, if elected, will become effective the first day after the satisfactory completion of the introductory period. Team Members may be required to pay a portion of the premium for their individual coverage and must pay the total premium for family coverage. Payments will be made through payroll deductions.

The terms and conditions of M Pizza's health insurance coverage are controlled by a plan document and are explained in a summary plan description provided to you. If you need a booklet or have any questions, contact your Store Manager.

### **PARTICIPATION IN 401(K) PLAN**

All full-time Team Members are eligible to participate in the 401(k) plan of M Pizza. M Pizza does not currently offer employer match for funds contributed by the Team Member. The terms and conditions of M Pizza's 401(k) plan are controlled by a plan document and are explained in a summary plan description provided to you. If you need the plan document or have any questions, contact your store manager.

### **LEAVES OF ABSENCE**

If you need to request a leave of absence, contact your Store Manager.

#### **Family and Medical Leave**

Team Members may be entitled to a leave of absence under the Federal Family and Medical Leave Act ("FMLA"). This policy provides Team Members information concerning FMLA entitlements and obligations Team Members may have during such leave.

#### **Team Members Eligible for FMLA Leave**

FMLA leave is available to "eligible Team Members". To be an "eligible Team Member", a Team member must:

- Have been employed by the Company for at least 12 months (which need not be consecutive);
- Have actually worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave; and
- Be employed at a worksite where 50 or more Team Members are employed within 75 miles of the worksite.

#### **Team Member Entitlement to FMLA Leave**

As described below, the FMLA provides eligible Team Members with a right to leave, continuation of health insurance benefits and, with some limited exceptions, job restoration. The FMLA also entitles Team Members to certain written notices concerning their potential eligibility for and designation of FMLA leave.

#### **Basic FMLA Leave Entitlement**

The FMLA provides eligible Team Members up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. For the qualifying reasons set forth below the Company measures the 12-month period in which leave is taken by the "rolling" 12-month method, measured backward from the date of any FMLA leave. Some state law leave provisions

may vary from the federal requirements. Leave may be taken for any one, or for a combination, of the following reasons:

- To care for the Team Member's child after birth, or placement for adoption or foster care (such leave must be concluded within 12 months after the birth, adoption, or foster care placement);
- To care for the Team Member's immediate family member (spouse, child under 18 years of age, or a child 18 and over who is incapable of self-care because of a disability) or parent who has a serious health condition;
- For the Team Member's own serious health condition that renders the Team Member unable to perform the essential functions of the team member's job; and/or
- Because of any qualifying exigency arising out of the fact that a Team Member's spouse, child, or parent, who is serving in any branch of the military (including the National Guard or Reserves), has been deployed or called to active duty in a foreign country.

### **Military Caregiver Leave**

A Team Member also may be eligible for Military Caregiver Leave to care for a spouse, son (of any age), daughter (of any age), parent, or next of kin who is: (1) a current member of the Armed Forces (including the National Guard or Reserves) and who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness, which is incurred in the line of duty (or for a pre-existing injury or illness which is aggravated in the line of duty) and that renders the servicemember medically unfit to perform the duties of his or her office, grade, rank, or rating; or (2) a veteran who was a member of any branch of the Armed Forces (including the National Guard or Reserves) and who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness that occurred in the line of duty (or for a pre-existing injury or illness which was aggravated in the line of duty) at any time within five years preceding the treatment, recuperation, or therapy.

A covered veteran incurs a serious illness or injury for purposes of this paragraph when one of the following occurs:

- The injury or illness makes him or her medically unfit to perform the duties of his or her office, grade, rank, or rating.
- It causes the servicemember to have a Department of Veterans Affairs ("VA") Service Disability Rating is at 50% or greater.
- It is a mental or physical condition substantially impairs their ability to obtain gainful employment.
- The VA enrolls the team member in the VA Program of Comprehensive Assistance for Family Caregivers.

Eligible Team Members are entitled to a total of 26 weeks of unpaid Military Caregiver Leave during a single 12-month period. This single 12-month period begins on the first day an eligible Team Member takes Military Caregiver Leave (as long as it is within five years of the covered servicemember's active duty) and ends 12 months after that date. Military Caregiver Leave

applies on a per-covered servicemember, per-injury basis, so that a Team Member may be eligible to take more than one 26-week period of Military Caregiver Leave, but no more than 26 weeks of leave may be taken during any one 12-month period by a covered team member.

The single 12-month period begins on the first day an eligible Team Member takes leave to care for the injured servicemember and ends 12 months later. An eligible Team Member is entitled to a combined total of 26 workweeks of leave for all FMLA qualifying reasons during the single 12-month period described above. For example, if a team member takes 10 weeks of FMLA leave due to his/her own serious health condition, the team member may take only 16 weeks of Military Caregiver Leave during that same 12-month period.

In addition to the basic FMLA leave entitlement discussed above, an eligible Team Member who is the spouse, son, daughter, parent, or next of kin of a covered servicemember is entitled to take up to 26 workweeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness. Leave to care for a servicemember shall only be available during a single 12-month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period.

If spouses work for the Company, and each wish to take leave to care for a covered servicemember with a serious injury or illness, the spouses may only take a combined total of 26 workweeks of leave during the 12-month period.

### **Definition of FMLA-Qualifying Reasons**

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves:

- in-patient care (*i.e.*, an overnight stay) in a hospital or medical facility (including any period of incapacity or any subsequent treatment in connection with such in-patient care);
- a period of incapacity of more than 3 consecutive full calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves (1) treatment two or more times by a health care provider or under the supervision of a health care provider within 30 days of the start of the incapacity; or (2) treatment by a health care provider on at least one occasion within seven days of the start of the incapacity which results in a regimen of continuing treatment under the supervision of a health care provider;
- a period of incapacity or treatment which is permanent or long-term due to a condition for which treatment may not be effective, during which the Team Member (or family member) must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider;
- incapacity due to pregnancy or prenatal care;
- incapacity due to a chronic serious health; or
- any period of absence to receive multiple treatments by a health care provider or under the supervision of a health care provider, either for restorative surgery after an accident or other injury, or for a condition that will likely result in a period of

incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.

A “covered servicemember” means:

(1) a current member of the Armed Forces (which includes the Reserves and National Guard) or a member of the Armed Forces who is on the temporary disability retired list who has a serious injury or illness incurred in the line of duty on active duty (or a serious injury or illness that existed before active duty and was aggravated by service in the line of duty on active duty) for which he/she is undergoing medical treatment, recuperation, or therapy, or is otherwise on outpatient status, or is otherwise on the temporary disability retired list; or

(2) veterans who were discharged or released under conditions other than dishonorable and any time during the five year period preceding the first date on which the eligible employee takes leave to care for him/her who has a serious injury or illness that was incurred in the line of duty while on active duty (or a serious injury or illness that existed before active duty and was aggravated by service in the line of duty on active duty) and manifested itself before or after the servicemember became a veteran and is:

- a continuation of that injury or illness and rendered the veteran unable to perform the duties of his office, grade, rank, or rating;
- a physical or mental condition for which the veteran received a VA Service Rated Disability Rating of 50% or greater, which is based in whole or in part on the condition requiring caregiver leave;
- a physical or mental condition that substantially impairs (or would do so absent treatment) the veteran’s ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service; or
- an injury on the basis of which the veteran has enrolled in the VA Program of Comprehensive Assistance for Family Caregiver (including a psychological injury).

A “qualifying exigency” refers to one or more of the following circumstances:

- Short-notice deployment: to address issues arising when the notification of a call or order to active duty is seven or less days prior to the deployment;
- Military events and related activities: to attend official military events or family support or assistance programs or informational briefings;
- Childcare and school activities: for qualifying childcare and school-related reasons for a qualifying child, legal ward, or stepchild of a covered military member;
- Financial and legal arrangements: to make or update financial or legal affairs to address the absence of a covered military member; or to act as the covered military member’s representative before a government agency regarding military service benefits;
- Counseling: to attend counseling provided by someone other than a health care provider for oneself, the covered military member, or a qualifying child, legal ward, or stepchild of the covered military member;

- Rest and recuperation: to spend up to 15 days for each period in which a covered military member is on a short-term rest and recuperation leave during a period of deployment;
- Post-deployment activities: to attend official ceremonies or programs sponsored by the military for up to 90 days after a covered military member's active duty terminates or to address issues arising from the death of a covered military member while on active duty;
- Care of the covered military member's parent if the parent is incapable of self-care; or
- Additional activities: for other events where the Company and the Team Member agree that such leave shall qualify as an exigency and agree on the time and duration of the leave.

### **Intermittent Leave and Reduced Schedule Leave**

FMLA leave may be all taken at once. However, Team Members also are entitled to take FMLA leave intermittently or on a reduced schedule leave when medically necessary due to a serious health condition of the Team Member or covered family member. Leave due to qualifying exigencies may also be taken on an intermittent or reduced schedule basis. In these cases, the Team Member's usual number of hours per workweek or hours per workday will be reduced. In all cases, the leave may not exceed a total of 12 workweeks over a 12 month rolling period. Military Caregiver Leave may be taken intermittently or on a reduced leave schedule when medically necessary, which would be limited to 26 workweeks over a 12-month period measured forward.

A Team Member may not take intermittent or reduced schedule leave following the birth, adoption, or placement of a healthy child in foster care unless the Company agrees to allow it.

### **Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Schedule Leave**

When intermittent or reduced schedule leave is required for planned medical treatment, team members must consult with the Company and make a reasonable effort to work out a schedule of treatment which suits the needs of both the Company and the team members so as not to unduly disrupt the Company's operations, subject to the approval of a team member's health care provider. If Team Members providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment fail to do so, the Company may require team members to attempt to make such arrangements, subject to the approval of the Team Member's health care provider.

When Team Members take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the team member or a family member, including any period of recovery from the treatment or to care for a covered servicemember, the Company may temporarily transfer team members, during the period of intermittent or reduced schedule leave required, to alternative positions with equivalent pay and benefits for which the team members are qualified and which better accommodate recurring periods of leave. Time worked in the alternate position would not count toward the team member's FMLA leave entitlement.

## **Team Member Responsibilities**

Team Members must provide 30 days' advance notice of the need to take FMLA leave when the need is foreseeable. When 30-day notice is not possible, or the approximate timing of the need for leave is not foreseeable, team members must provide the Company notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. In cases of unforeseeable leave, the employee at a minimum should be able to comply with the Company's call-in policy. Absent unusual circumstances, FMLA leave may be delayed or denied if the employee does not do so.

Failure to follow these practices may result in delay or denial of your leave. This can result in discipline for absences taken prior to FMLA coverage commencing. If a Team Member fails to give 30-day notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fails to satisfy FMLA notice obligations, FMLA coverage may be delayed for a period of time.

## **Notice of Eligibility for and Designation of FMLA Leave**

A Team Member who wants to take FMLA must follow normal call-in policies and procedures and notify the person a team member would normally notify for an absence. Failure to adhere to normal the Company's call-in procedures can result in discipline, as with any other type of leave.

If FMLA applies or is believed to possibly apply, the team member will be required, thereafter, to contact the store manager to complete a request for leave. The team member will be required to complete prescribed forms requesting leave. Team Members requesting FMLA leave are entitled to receive written notice from the Company telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, team members are entitled to receive written notice of: (1) their rights and responsibilities in connection with such leave; (2) the Company's designation of leave as FMLA-qualifying or non-qualifying, if not FMLA-qualifying, the reasons why; and (3) the amount of leave, if known, that will be counted against the team member's leave entitlement.

In certain circumstances even when the Company has not provided the notice and designation, it reserves the right to retroactively designate leave as FMLA-qualifying with appropriate written notice to team members.

## **Certifications Supporting Need for FMLA Leave (Unrelated to Requests for Military Family Leave)**

Depending on the nature of FMLA leave sought, Team Members may be required to submit medical certifications supporting their need for FMLA leave. As described below, there generally are three types of FMLA medical certifications: an initial certification, a recertification, and a return to work/fitness for duty certification.

It is the Team Member's responsibility to provide the Company with timely, complete, and sufficient medical certifications. Whenever the Company requests Team Members to provide FMLA medical certifications, Team Members must provide an initial certification or a recertification within 15 calendar days after the Company's request, unless it is not practicable to do so despite a team member's diligent, good faith efforts.

The Company shall inform Team Members if submitted medical certifications are incomplete or insufficient and provide Team Members at least seven calendar days to cure deficiencies. If the team member fails to provide a timely certification after being required to do so, covered leave may be delayed moving forward until the certification form is finally submitted. Absences counted against the Team Member for a late certification will not be reversed absent exceptional circumstances. The Company will deny FMLA leave to Team Members who never return the completed form. If a Team Member never returns the completed form, the Team Member may be denied the taking of the leave under the FMLA.

With the Team Member's permission, the Company (through individuals other than a Team Member's direct supervisor) may contact the Team Member's health care provider to authenticate or clarify completed and sufficient medical certifications. If Team Members choose not to authorize the Company to clarify or to authenticate certifications with health care providers, the Company may deny FMLA leave.

Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete, and/or sufficient FMLA medical certifications.

### **Initial Medical Certifications**

Team Members requesting leave because of their own, or a covered relation's, serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or servicemember. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

For purposes of leave to care for a covered servicemember or covered veteran, an employee may provide certification from the DOD, VA, TRICARE, or a healthcare provider. Leave to care for a covered veteran may also be supported by documentation reflecting a covered veteran's enrollment in the VA Program for Comprehensive Assistance for Family Caregivers. If the foregoing enrollment form is provided, the Company may require the Team Member to provide confirmation of the family relationship to the veteran and/or documentation of the veteran's discharge date and status.

If the Company has reason to doubt initial medical certifications from healthcare providers, including those for covered servicemembers, it may require team members to obtain a second opinion at the Company's expense. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require Team Members to obtain a third, final, and binding certification from a health care provider designated or approved jointly by the Company and the team member.

Once the Company has received a complete and sufficient certification form from the Team Member, the Company will advise the Team Member whether he or she has been approved or denied FMLA and, if possible, will advise how much FMLA will be used.

### **Medical Recertification**

Depending on the circumstances and duration of FMLA leave, the Company may require Team Members to provide recertification of medical conditions giving rise to the need for leave. The Company will notify team members if recertification is required and will give Team Members at least 15 calendar days to provide medical recertification. In the following circumstances, the Company may, in its sole discretion, require recertification of the qualifying reason for FMLA: (1) where the Team Member needs more leave than the original certification justified; (2) where circumstances and facts cast doubt on the team member's need for FMLA; or (3) when the need for FMLA extends beyond six calendar months. In these situations, the Team Member will have 15 days in which to provide a completed Recertification form. Failure to provide a recertification may result in a denial of continuation of leave.

### **Return to Work/Fitness for Duty Medical Certifications**

Team Members on FMLA leave must periodically inform the store manager of their status and intent to return to work while on FMLA leave. Team Members returning from FMLA leave must be able to assume all of the essential functions of their jobs upon return, with or without reasonable accommodation. Unless notified that providing such certifications is unnecessary, team members returning to work from FMLA leave taken for their own serious health conditions must provide the Company medical certification confirming they are able to perform the essential functions of the Team Member's position, with or without reasonable accommodation. This certification from the Team Member's health care provider must state that the Team Member is able to resume work. This return to work statement is required for all serious health conditions unless the team Member has previously provided one for that condition within the past year. If safety issues exist, the Company may require a return to work statement every 30 days. The Company may delay and/or deny job restoration until a team member provides a return to work/fitness for duty certification.

### **Certifications Supporting Need for Military Family Leave**

When seeking qualifying exigency leave for a military member's Rest or Recuperation ("R&R") leave, a copy of the military member's R&R leave or other military documentation setting forth the date of the leave must be provided. A request for Active Duty Leave must be supported by the Certification of Qualifying Exigency for Military Family Leave form as well as appropriate documentation, including the covered military member's active duty orders or other documentation issued by the military for leaves for qualifying exigencies arising out of a different covered active duty or call to covered active duty status of the same or a different covered military member.

A request for Military Caregiver Leave must be supported by the Certification for Serious Injury or Illness of Covered Servicemember form or Certification for Serious Injury or Illness of a Veteran for Military Caregiver Leave form as well as any necessary supporting documentation. When leave is taken to care for a servicemember with a serious injury or illness, the Company may also require team Members to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, the Company may request that the certification submitted by Team Members set forth additional information provided by the Team Member and/or the servicemember confirming entitlement to such leave.

Once the Company has received a complete and sufficient certification form from the Team Member, the Company will advise the Team Member whether he or she has been approved or denied FMLA and, if possible, will advise how much FMLA will be used.

### **Substitute Paid Leave for Unpaid FMLA Leave**

The Company requires Team Members to use any available PTO while taking unpaid FMLA leave. The substitution of paid time for unpaid FMLA leave time does not extend the length of FMLA leaves and the paid time will run concurrently with a Team Member's FMLA entitlement. Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness shall run concurrently with any FMLA leave entitlement.

### **Protection of Group Health Insurance Benefits**

During FMLA leave, eligible team Members are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work.

### **Team Members Pay Their Share of Group Health Insurance Benefits**

Team Members on paid FMLA (because they are concurrently exhausting a paid leave benefit) will continue to have their premium payments deducted from their paycheck as if they were on non-FMLA paid leave. Team Members on an unpaid FMLA leave (for which no paid leave is substituted or after all paid leave has been exhausted) will need to maintain the benefits they accrued prior to commencement of the leave by making premium payments. Coverage may stop if the Company learns that you do not intend to return to your employment or if you do not return to your employment.

The Company's obligation to maintain health care coverage ceases if a full-time Team Member's premium payment is more than 60 days late.

### **Coordination of FMLA Leave with Other Leave Policies**

The FMLA does not affect any federal, state, or local law prohibiting discrimination, or supersede any state or local law which provides greater family or medical leave rights. For additional information concerning leave entitlements and obligations that might arise when FMLA leave is either not available or exhausted, please consult your Store Manager or the President of M Pizza, Inc.

### **Returning to Work and Benefits**

Upon return from an approved FMLA leave, Team Members generally have a right to return to the same or equivalent positions with equivalent pay, benefits, and other employment terms subject to the following limitations:

- The Company may choose to exempt certain designated "key Team Members" from this requirement and not return them to the same or similar position if restoration would cause the Company substantial and grievous economic injury.

- A Team Member is entitled to reinstatement only if he or she would have continued to be employed had the leave not been taken. If the Team Member is not entitled to reinstatement because of a layoff, reduction-in-force, or other reason, the Team Member will be separated from the Company at the time job restoration is sought.

The Company will notify Team Members if they qualify as “key Team Members,” if it intends to deny reinstatement, and of their rights in such instances. A “key employee” is a Team Member who is salaried and is among the highest paid ten percent of the work force within 75 miles of the place where the team member reports to work. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible team member’s FMLA leave.

### **Failure to Return to Work Following Leave of Absence**

If a Team Member does not return to work following the conclusion of a leave of absence, or refuses an offer of reinstatement to a job for which he or she is qualified, the Team Member’s absences will be handled under applicable attendance guidelines to the extent permitted by law. This includes failure to provide required documentation.

### **Interaction with State and Local Leave Laws**

Certain states and localities require employers to provide greater or different job-protected leave. When applicable, the Company complies with all such leave laws. When leave provided under one of these laws is covered under the federal FMLA, it also shall count toward the Team Member’s federal FMLA entitlement and as FMLA leave under this policy. These leave laws vary by state and locality.

### **Military Leave**

Unpaid military leave is granted if you must miss work to fulfill military obligations. The Company complies with the requirements of the Uniformed Services Employment and Reemployment Rights Act (“USERRA”). By law, qualified individuals are eligible for job and benefit protection under specific circumstances. If you are called to active duty, please give your team leader as much advance notice as possible. The Company will comply with all federal, state, and local laws regulating military leave. Please speak with your Store Manager or the President of M Pizza, Inc. if you have specific questions about military leave.

### **Military Spouse Leave**

Many states have enacted unpaid military spouse leave laws, each with different benefits and eligibility requirements. Please speak with your store manager or the President of M Pizza, Inc. if you have specific questions about your state’s laws and your eligibility.

### **Other Legally Protected Absences**

In addition to the leaves described herein, the Company complies with all applicable state and local laws relating to various forms of protected absences.

## **OUTSIDE ACTIVITY DURING DISABILITY**

A number of approved benefits and leaves of absence are provided to Team Members who are unable to perform the essential functions of their job. Such leaves include FMLA, disability leave, and workers' compensation disability leave. Since you must be disabled or temporarily incapacitated from your job to claim these benefits, the Company specifically prohibits a Team Member who is on any of these forms of leave from participating in any activity that would be precluded by their medical restrictions. This includes working for any secondary employer while on a leave of absence if the work to be performed would violate the Team Member's medical restrictions. Team Members who violate this policy will be subject to disciplinary action up to and including termination of employment.

## **BREAK TIME FOR NURSING MOTHERS**

M Pizza, Inc. supports nursing mothers who choose to breastfeed their infants by furnishing reasonable break time to enable them to express breast milk for up to one year after the infant's birth. Team Members will be provided a location, other than a bathroom (as best possible,) that is sanitary and shielded from view and free from intrusion from co-workers and the public that may be used for lactation breaks. Team Members will have access to a refrigerator or cooler in which to store expressed breast milk but will be responsible for providing their own clearly labeled containers. Expressed breast milk must be segregated from food products. The length and frequency of lactation breaks should be reasonable but could vary based on the needs of the team member requesting the breaks. To the extent possible, Team Members are asked to schedule their lactation breaks to minimize any impact on the operation of the store. Team Members may use any paid breaks for lactation breaks.

Team Members will not be discriminated against or harassed for taking lactation breaks. Contact your Store Manager or the President of M Pizza, Inc. if you need to take advantage of this policy to ensure that appropriate arrangements can be made, including but not limited to, identifying the place at your worksite that may be used for lactation breaks and the refrigerator or cooler to be used for storage of expressed breast milk. If you are prevented from taking advantage of this policy or believe that a violation of this policy has occurred, you should immediately contact your Store Manager or the President of M Pizza, Inc. Domino's will comply with applicable state or local law that provides greater protections to breastfeeding team members than those set forth in this policy.

## **SAFETY AND LOSS PREVENTION**

You are expected to act in a safe and responsible manner to protect yourself and those around you as well as Company property. You must adhere to all Company policies and procedures regarding safety, fire prevention, and health and security measures, including driving safely when you operate a motor vehicle while on Company business. You must strictly comply with all laws, regulations, and rules of the road and use due care and caution in the operation of a vehicle or equipment.

If you have a safety, health, and/or security issue, address it with your Store Manager. Team Members should follow this process if asked to do their jobs in an unsafe manner or if they

witness unethical or unsafe behavior, including illegal conduct, product tampering, or use of illegal controlled substances or alcohol. Team Members who violate a safety or security practice or fail to act in a safe and responsible manner will be subject to disciplinary action up to and including termination of employment. The Company will not allow any form of retaliation against Team Members who report a safety, health, or security issue or who cooperate in the Company's investigation of such reports.

### **Personal Protective Equipment**

Some jobs require the use of personal protective equipment ("PPE"). Your Store Manager will instruct you on PPE requirements as part of your safety training.

### **Workplace Security**

Individuals who are not employed by M Pizza, Inc. are not allowed in work areas unless accompanied by a Team Member after receiving prior approval from a Manager. Off duty Team Members are prohibited from entering or accessing any interior work areas. This prohibition does not affect a Team Member from entering the customer service area of a store to purchase pizza or related products or remaining in a store to complete such purchases.

Immediately report any strangers or suspicious individuals who enter or attempt to enter secured areas of the worksite to your Store Manager and/or local law enforcement. The Company is not responsible for lost, damaged, or stolen personal items. Secure your personal items whenever you leave your work area. Team Members must not badge in or hold the door open or otherwise bypass physical controls for another individual. For the safety and security of our Team Members and customers, discouragement of theft and robbery, and quality assurance and training purposes, video surveillance cameras are located throughout the store. Team Members, customers, and visitors should not have an expectation of privacy except in certain designated areas, such as restroom facilities. Customer calls may also be monitored and recorded for quality assurance and training purposes.

### **Personal Cash Handling**

Team Members should not carry personal cash, credit cards, or expensive jewelry on their person while wearing the Domino's uniform. Drivers should never leave the store with more than \$20.00 while on the clock, including personal cash. Purses, wallets, and monies in excess of \$20.00 should be locked in the trunk of your personal vehicle or secured in the delivery drop box or other secure areas of the store.

### **Motor Vehicle Records**

Team Members who work in driving-related positions must have a valid driver's license and a driving record that meets Company standards. Consistent with applicable federal, state, and local law, motor vehicle records ("MVRs") will be reviewed prior to the start of employment and as frequently as every six months thereafter. These Team Members must also maintain automobile liability insurance while employed in a driving-related position that at least meets the state minimum requirements and permits the team member to make deliveries.

Team Members working in driving-related positions who do not meet the minimum driving standards at any time will be unable to continue working in a driving-related position and will be subject to termination of employment. No one under the age of 18 years is permitted to operate a motor vehicle while in the course and scope of their employment with M Pizza, Inc. No person other than on-the-job Team Members approved by Store Management are permitted to ride in a delivery vehicle, either Company-owned or personal, while on Company time. This includes friends, relatives, spouses, girlfriends/ boyfriends, children, etc. Failure to abide by this policy can lead to discipline up to and including termination.

### **Vehicle Inspections**

Vehicles that are used for the purpose of delivery are required to submit to periodic inspections by the Company, including at the time of hire, and on a monthly basis thereafter, and upon demand. These inspections verify the general operating conditions of the vehicle and include but are not limited to: brakes, lighting systems, turn signals, and tires. These inspections are not intended to replace extensive mechanical inspections by a professional and the vehicle operator is responsible for the safe operating condition of his/her vehicle. Concurrent with the Company's inspections, Team Members who work in driving-related positions will have their automobile liability proof of insurance reviewed and may be locked out of clocking in for duty if renewals of expired documents are not produced by the date(s) requested.

### **Use of Cell Phones or Other Electronic Devices While Working and While Driving**

Team Members are not required or expected to use a cell phone or other electronic communication device ("electronic communication device") on Company time for Company business and can perform their work duties and responsibilities without using such a device. To the extent Team Members elect to use an electronic communication device for personal use, this policy provides standards for the safe use of such a device when driving on Company time for Company business.

Team Members should not use an electronic communication device when driving on Company time for Company business. If a team member elects to make or receive a call while driving, the Team Member should do so only after parking in a lawfully designated area.

If a Team Member has a hands-free device that allows the Team Member to safely talk on an electronic communication device, and such use is permitted by applicable law, the Team Member may make and receive calls using the hands-free device. Team Members are strictly prohibited from texting, emailing, surfing the internet, or otherwise using an electronic communication device when driving on Company time for Company business. Team Members are further prohibited from taking notes or writing when talking on an electronic communication device when driving on Company time for Company business.

Team Members must adhere to all applicable federal, state, and local laws regarding the use of an electronic communication device when driving on Company time for Company business and must not use an electronic communication device when driving if prohibited by applicable law.

Team Members who have incurred electronic communication device expenses for which they believe they should be reimbursed should follow the procedures set forth in the Business Mileage Expenses and Other Business Expenses policy of this Handbook.

### **Operations Evaluation Report (OER)**

The Operations Evaluation Report is designed to provide information and feedback on the store's strengths, weaknesses, and trends. This store evaluation covers the areas important to our Customers and Domino's Pizza; it is Customer-focused and Manager-driven. The philosophy behind the program is constant improvement in meeting the needs of our Customers. It is meant to ensure that every store is operating in such a manner that all components of the system are functioning properly while maintaining the highest standards of food and Team Member safety. M Pizza, Inc. (your store's supervisor) performs an inspection once every two weeks and a DPZ Corporate inspector comes thrice a year. These inspections are unannounced. The bi-weekly inspections that we do are intended to prepare us for the tri-annual inspections performed by DPLLC. A star grade is given (0-5) with 5 being the best. It is our objective that all of our stores will score 5 stars on these inspections. This rating impacts many different aspects of how we are viewed by the parent company and we accordingly consider scoring well to be an extremely high priority. The bi-weekly inspections (done by your Area Supervisor) are expected to be taken to heart with every reasonable effort given to correct any shortcomings found for the benefit of the store, M Pizza, Inc., and most importantly our Customers.

### **DRUG-FREE WORKPLACE**

As a condition of employment, Team Members are prohibited from reporting to work or working while under the influence of:

- alcohol;
- illegal controlled substances; or
- prescription drugs or over-the-counter medication that may affect their ability to safely perform the essential functions of their jobs.

Team Members must refrain from the use, distribution, possession, or sale of alcohol or illegal controlled substances while on duty. While on duty, Team Members must refrain from the use or possession of prescription drugs for which they do not have a valid prescription, and the distribution or sale of prescription drugs or over-the-counter medication.

Team Members are required to notify their store Manager whenever they are using prescription medication or over-the-counter medication that their medical care provider, pharmacist, or the drug manufacturer (via the medication insert or packaging) has indicated may affect their ability to safely perform the essential functions of their position (such as driving and operating machinery) and/or when team members in safety-sensitive positions or who perform job functions that implicate workplace safety are experiencing negative side effects of medications such as impaired concentration, dizziness, or sleepiness when taking their medication.

Team Members who violate this policy will be subject to disciplinary action up to and including termination of employment. M Pizza, Inc. reserves the right to search a vehicle used for

Company business, a Company-owned or Company-leased vehicle, or a vehicle on Company premises, for alcohol, illegal controlled substances, or other contraband when reasonable suspicion exists. Team Members who refuse to provide permission for this search will be subject to disciplinary action up to and including termination of employment. Team Members should have no expectation of privacy on Company premises, including Company parking lots, in personal vehicles used for Company business, or in Company-owned or Company-leased vehicles.

Team Members may be required to submit to the following types of testing for illegal controlled substances to the extent permitted by applicable law:

- Pre-employment testing
- Random testing
- Promotional testing
- Reasonable suspicion testing
- Testing following on-the-job accidents

Cooperation with testing for illegal controlled substances and alcohol is required as a condition of employment. Team Members who refuse to submit to any authorized illegal controlled substances or alcohol test, or who have a confirmed positive test, will be subject to disciplinary action up to and including termination of employment and may also be denied workers' compensation and/or unemployment compensation benefits to the extent permitted by applicable law.

Once a Team Member is notified that they have been selected for a test, he or she must **immediately** proceed to the test center for screening. A Team Member will be considered to be under the influence of illegal controlled substances or alcohol if the Team Member tests positive for such substance(s) (or their metabolites) at or above the cutoff levels established by the Company.

### **Testing Procedure**

The Company will determine which testing will be performed and the cutoff levels at or above which a test result will be considered positive proof of illegal controlled substances and/or alcohol usage.

If a Team Member refuses to consent to testing, fails to appear for testing, tampers with the test or otherwise fails to cooperate with the testing procedure, he or she will be considered to have tested positive and subject to disciplinary action up to and including termination of employment.

### **Retesting and Additional Information**

Any Team Member who has a confirmed positive illegal controlled substances or alcohol test, may request a retest of the same sample at his/her own expense, within 72 hours after being informed of the verified positive test. M Pizza, Inc. will comply with applicable federal, state, or local law to the extent they are inconsistent with or prevent application of the terms of this policy.

## **VIOLENCE-FREE WORKPLACE**

At M Pizza, Inc., we strive to create a work environment that is safe and free of physical threats and violence of any type. You are expected to treat your co-workers, customers, and visitors in a safe, non-threatening, and nonviolent manner. Any remark or conduct that is violent, threatening, or harassing will not be tolerated.

If you feel that your safety or the safety of others is threatened at any time, or if you witness or experience any violent, threatening, or harassing behavior, you have the responsibility to exercise good judgment and report such conduct immediately to the Store Manager. If there is an imminent threat, contact local law enforcement or call 911

Every report of a safety concern will be fully investigated and will be treated as confidential to the extent possible without impeding the ability of the Company to conduct a discreet and thorough investigation. Team Members who violate this policy will be subject to disciplinary action up to and including termination of employment. In addition, the Company will not allow any form of retaliation against team members who report a safety concern or who cooperate in the Company's investigation of such reports. Team Members engaging in any form of retaliation in violation of this policy will be subject to disciplinary action up to and including termination of employment.

## **WEAPONS-FREE WORKPLACE**

To the extent permitted by applicable state and local law, team members are prohibited from carrying or possessing weapons (including firearms and knives) or weapon paraphernalia (including live ammunition) while on duty, on Company premises, in personal vehicles being used for Company business, or Company-owned or Company-leased vehicles, regardless of whether the team member has a permit to carry a weapon. The Company reserves the right to search for weapons and weapon paraphernalia on Company premises, in Company-owned or Company-leased vehicles, or in personal vehicles used for Company business to the extent permitted by applicable state and local law. Team Members should have no expectation of privacy on Company premises, including Company parking lots, in personal vehicles used for Company business, or in Company-owned or Company-leased vehicles.

## **ACCIDENT AND INJURY REPORTING**

If you are involved in an accident or sustain an injury while at work or on Company business, regardless of severity or whether medical treatment is needed, you must speak with the Person in Charge immediately to report the incident. If immediately contacting the Person in Charge threatens your health, you should seek medical attention first and then speak with the Person in Charge to report the incident as soon as possible afterwards. After all immediate needs relating to the accident are taken care of, you will be expected to fill out an accident report at the store so that the incident can then be effectively reported to the Office.

## **AUTOMOBILE ACCIDENTS**

M Pizza, Inc. takes every precaution to properly train its Team Members to utilize safety in the operation of motor vehicles. In the unlikely that you would be involved in an accident while on the job, the following steps should be taken:

- Call 911 if necessary and tend to any first aid needs.
- Refrain from verbally assessing “who’s to blame.” Let the police decide.
- For purposes of insurance policy requirements, make sure the police are called. Remain calm and concerned for the other party.
- Do not be concerned about the delivery order, which does not take precedence over the well-being of those involved in the accident. As soon as you can reasonably notify the Store Manager/ Person in Charge of your circumstances, call them to apprise them of what has happened, where you are at, and if any order(s) need to be remade and sent out with another driver.
- Let the Store Manager know of anything that you may need (tow, call a relative, etc.).
- Return to the store as soon as you can and after all of the necessary concerns at the scene have been met. Please report to the Store Manager and fill out an accident report.
- Remember: Your personal safety and the safety of others is of primary concern.

## **COLLISIONS WHILE ON COMPANY BUSINESS**

Any store Team Member who is involved in a motor vehicle or bicycle collision while on Company business may be put on immediate suspension from driving-related duties while an investigation is conducted.

The Team Member may be subject to disciplinary action up to and including termination of employment if the investigation reveals that the team member violated a Company policy, practice, or procedure, or if the team member was found guilty of a traffic citation arising from the collision, including but not limited to: speeding, following too closely, careless driving, failure to yield, improper turn, improper backing, driving too fast for conditions, and/or improper lane change. Team Members assume full responsibility for their actions while driving on Company business and are required to abide by all applicable traffic and parking laws. Team Members are responsible for any and all traffic violations, citations, or fines associated with any violation of such laws.

## **WEATHER**

It is our policy to remain open during normal business hours regardless of the weather, even if we may need to be open as "carryout only" or operate with a further limited delivery area, for periods of time. You are expected to report on time for your shift unless your Store Manager notifies you otherwise. Your Store Manager will communicate any closing or change in schedule to Team Members. If the store will be closed early or for an entire day, the President of M Pizza, Inc. will make that determination and your Store Manager will notify Team Members.

If road conditions prevent you from leaving your home, call your Store Manager. In the event that weather is poor, yet not poor enough to necessitate closing of the store, Team Members who do not come to work and who are eligible for PTO, must take a PTO day. If PTO is not

available, Team Members must take the day without pay. Unless your personal safety is at risk, it is not acceptable to miss work because of weather related reasons. At the discretion of Management, Team Members will be subject to disciplinary action, up to and including termination, if they call off work for weather related reasons.

## **TOBACCO CONSUMPTION**

Because everyone deserves a safe and pleasant working environment, tobacco consumption of any kind, including electronic and vapor cigarettes, is only permitted in designated areas outside of Company worksites. Tobacco consumption is also prohibited within the sight of Customers and while making customer deliveries. Tobacco use is prohibited by minors at all times. Cigar and cigarette butts, tobacco from pipes, and smokeless tobacco are to be discarded in an appropriate manner. No combustible material is to be stored in areas where smoking is permitted. "Smoke breaks" (if allowed by your Store Manager) may only be taken at the discretion of the Person in Charge and must be done so out of uniform, out of Customer sight and in a designated area. Any smoking that is done in uniform, within Customer sight, or outside of any designated area is subject to disciplinary action up to and ultimately including dismissal. Smoking/ the use of tobacco products and food service are not compatible and this policy will be strictly enforced. If you are not able to curb your habit to fit within these parameters, we would suggest that a job/ career in food service is not for you.

## **EQUAL EMPLOYMENT OPPORTUNITY**

We are committed to the principle of equal employment opportunity. We recognize and appreciate the advantages of having a diverse workforce. Our intent is to create and support an inclusive environment to allow all team members an opportunity to reach their highest potential.

Domino's is comprised of people with different backgrounds, ethnicities, lifestyles, and values. We must harness these differences so that our business teams and Team Members can thrive. This will give us the competitive advantage.

We will provide employment opportunities without regard to race, color, religion, creed, gender, sex, pregnancy, national origin, citizenship status, marital status, age, disability, height, sexual orientation, gender identity and expression, genetic information, uniformed service, military or veteran status, or any other characteristics protected by applicable federal, state, or local law. Domino's prohibits any form of unlawful discrimination based upon a protected characteristic as set forth in this policy.

Any team member who believes that he or she has been discriminated against in violation of this policy has the responsibility to promptly report it to their Store Manager or the President of M Pizza, Inc.

## **HARASSMENT-FREE WORKPLACE**

Domino's prohibits harassment of Team Members based on race, color, religion, creed, gender, sex, pregnancy, national origin, citizenship status, marital status, age, disability, height, weight, sexual orientation, gender identity and expression, genetic information, uniformed service,

military or veteran status, or any other characteristic protected by applicable federal, state, or local law.

“Harassment” is defined as verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of their protected characteristic as set forth in this policy or that of their relatives, friends, or associates, where:

- Submission to, or rejection of, harassment is used as a basis for an employment decision;
- Harassment has the purpose or effect of unreasonably interfering with an individual’s work performance, creating an intimidating, hostile, or offensive work environment; or
- An individual’s employment opportunities are otherwise adversely affected.

Harassment may also include, but is not limited to, use of epithets, slurs, negative stereotyping, or threatening, intimidating or hostile acts that relate to a Team Member’s protected characteristic as set forth in this policy or that of their relatives, friends, or associates. With respect to sexual harassment, this policy applies equally to male, female, and transgender team members and includes harassment where the accused and complainant are of the same sex.

We will not tolerate or condone harassment of our Team Members by their Store Managers, co-workers, or third parties over whom we have control. Further, any Team Member who engages in conduct that violates this policy, or whose conduct would violate this policy if allowed to continue, will be subject to disciplinary action up to and including termination of employment. Any Team Member who believes that they have been harassed in violation of this policy has the responsibility to promptly report it to their Store Manager or the President of M Pizza, Inc.

### **RETALIATION IS PROHIBITED**

The Company will not allow any form of retaliation against Team Members who report alleged violations of Company policy or who cooperate in the Company’s investigation of such reports. Team Members who engage in any form of retaliation in violation of this policy will be subject to disciplinary action up to and including termination of employment. Any Team Member who believes that he or she has been retaliated against in violation of this policy has the responsibility to promptly report it to their store manager or the President of M Pizza, Inc.

### **WORKPLACE INVESTIGATIONS**

Every report of discrimination, harassment, or retaliation will be fully investigated and will be treated as confidential to the extent possible without impeding the ability of the Company to conduct a discreet and thorough investigation. Any Team Member determined by Domino’s to have engaged in conduct that violates Company policy, or whose conduct would violate Company policy if allowed to continue, will be subject to disciplinary action up to and including termination of employment. In addition, any Team Member who fails to cooperate with the Company’s investigation will be subject to disciplinary action up to and including termination of employment.

## **ACCOMMODATIONS**

It is the Company's policy to provide equal employment opportunity to Team Members with covered disabilities under the Americans with Disabilities Act or other applicable law. M Pizza, Inc. will make reasonable accommodations to the known physical or mental limitations of an otherwise qualified individual with a disability, unless doing so would result in an undue hardship to the Company or if the individual is a direct threat to the health or safety of the individual or others. The Company treats all medical information and records concerning medical conditions or disabilities as strictly confidential and keeps medical files separate from personnel files.

The Company provides equal employment opportunity to pregnant team members under the Pregnancy Discrimination Act or other applicable law. M Pizza, Inc. will make reasonable accommodations to individuals who are pregnant unless doing so would result in an undue hardship to the Company or if the individual is a direct threat to the health or safety of the individual or others.

It is the Company's policy to provide equal employment opportunity to team Members without regard to their religious beliefs and practices (or lack thereof). M Pizza, Inc. will make reasonable accommodations to an individual's sincerely-held religious beliefs or practices (or lack thereof) that would resolve a conflict with a work requirement, unless doing so would result in an undue hardship to the Company.

If you believe that you need a reasonable accommodation under this policy, please immediately contact your Store Manager or the President of M Pizza, Inc. Upon receipt of an accommodation request or becoming aware of the potential need for an accommodation, M Pizza, Inc. will engage in an interactive process with the Team Member to determine possible reasonable accommodation options.

M Pizza, Inc. prohibits any form of retaliation against team members for requesting an accommodation under this policy.

## **IMPROPER RELATIONSHIPS**

Domino's desires to avoid interference with productivity, actual or potential conflicts of interest, the perception of favoritism, misunderstandings, and morale problems in the workplace. As such, M Pizza, Inc. prohibits: (1) consensual sexual or romantic relationships between Team Members who have a direct supervisory relationship; and (2) the employment of related Team Members, or Team Members living in the same household, who have a direct supervisory relationship. Team Members with no direct supervisory relationship are prohibited from such relationships to the extent they interfere with the performance of their job and responsibilities, create a conflict of interest, or disrupt the workplace.

A consensual relationship exists when two Team Members are or have engaged in a romantic or sexual relationship. Related Team Members include mothers, fathers, spouses, partners, brothers or sisters, sons or daughters, mothers-in-law or fathers-in-law, step-children, step-parents, brothers-in-law or sisters-in-law, daughters-in-law or sons-in-law, grandparents, grandchildren,

aunts, uncles, nephews, nieces, and cousins. This policy applies regardless of the sex, gender, or sexual orientation of the Team Members involved.

Each Team Member in a relationship that violates or potentially violates this policy must promptly disclose the existence of the relationship to their Store Manager or the President of M Pizza, Inc. If there is such a relationship, one or both of the Team Members involved may be transferred to a different position or worksite or subjected to other employment actions up to and including termination of employment. Team Members are also reminded that M Pizza, Inc. maintains a strict policy against unlawful harassment of any kind, including sexual harassment. M Pizza, Inc. will vigorously enforce this policy consistent with all applicable federal, state, and local laws.

### **REHIRE STATUS**

Rehire is the re-employment of a Team Member who worked for the Company previously. It is a preferred practice of Domino's to discourage the rehiring of Team Members. In the event a Team Member left the Company in good standing (gave and worked out an adequate notice) and as business needs determine, a rehire may be approved by the President of M Pizza, Inc.

### **IMMIGRATION AND EMPLOYMENT**

Under the Immigration Reform and Control Act of 1986 ("IRCA"), the Company is required to verify a Team Member's identity and his or her eligibility to work in this country by completing a Form I-9. The Team Member is required to complete Section 1 of the Form I-9 no later than the date that employment begins. The Company is required to review original identity and employment eligibility documents and complete Section 2 of the Form I-9 within three business days after the date employment begins. M Pizza, Inc. complies with the requirements of the IRCA, which is enforced by the U.S. Immigration and Customs Enforcement.

M Pizza, Inc. hires individuals who are lawfully authorized to work in the U.S. and does not discriminate on the basis of citizenship, immigration, or national origin status. To ensure that the Company only employs individuals who are legally authorized to work in this country, M Pizza, Inc. participates in the E-Verify program which verifies employment eligibility of newly hired or re-hired employees against the databases maintained by the U.S. Department of Homeland Security and the U.S. Social Security Administration. Our participation in the E-Verify program does not exempt the Company from the obligation to complete a Form I-9 for every individual hired.

### **NEW HIRE LEGAL DOCUMENTATION**

New Team Members are required to complete all legally-required employment paperwork including the Form I-9 *prior to* beginning their first training shift with M Pizza, Inc.

## **EMPLOYMENT BACKGROUND CHECKS**

Employment background checks are conducted on all qualified candidates prior to the start of employment and promotion. In addition, the Company may conduct follow-up background checks for all active Team Members by every third anniversary of their hire date.

A criminal conviction is not an automatic bar to employment. Before taking an employment action based on the criminal history of a Team Member or candidate, the Company will perform an individualized assessment to ensure that the conviction is job-related and consistent with business necessity. Factors that will be considered during the individualized assessment include, but are not limited to, the nature and gravity of the offense(s), the time that has passed since the conviction(s) and/or completion of the sentence(s), the nature of the job, and any other relevant records, and/or information provided by the team member or candidate.

The Company will ensure that all information obtained from a background check will only be used as part of the employment process and will be kept strictly confidential. Only appropriate personnel will have access to the background check information, unless otherwise required by law.

Any misreporting, falsifications, or inconsistencies between information reported by the Team Member or candidate and the background check may result in disciplinary action up to and including termination of employment.

Domino's prohibits hiring managers from inquiring into a candidate's or Team Member's criminal history during the application or interview process and hiring managers are also prohibited from performing any public record searches to determine a candidate's or Team Member's criminal history.

## **EMPLOYMENT OF MINORS**

A minor is a person less than 18 years of age. The purpose of this policy is to protect minors from harmful work situations and avoid interfering with their school responsibilities and to ensure that our business is run in compliance with applicable federal, state, and local laws.

Minors are prohibited from driving for work-related purposes, including but not limited to making deliveries, driving to door-hang, making bank deposits, picking up store supplies, inventory, or other Team Members, or running errands for the store. Individuals who are 16 or 17 years of age can only be employed in a store as a Customer Service Representative for limited hours and only after following the proper procedures as specified by applicable law.

Individuals who are less than 16 years of age are not eligible for employment in Company stores in any capacity. Any other applicable state or local laws that place restrictions on minors in the workplace are posted in the store.

## **PERSONNEL FILES AND RECORD KEEPING**

Personnel files, employment records, and other information regarding your employment with M Pizza, Inc. are maintained in accordance with applicable federal, state, and local law.

As a current Team Member, you may submit a written request to the President of M. Pizza, Inc. to review your personnel file in the presence of the representative. After reviewing your personnel file, you may submit information to the Office to be placed in your file to refute or challenge information contained in the file. Domino's will abide by any applicable state or local laws related to personnel files.

Domino's will not disclose a Team Member's personnel file to a third party unless authorized or required by law.

## **EMAIL, VOICE MAIL, SOCIAL NETWORKING, AND INTERNET**

This policy governs Team Member use of the Company's computer, telephone, and other equipment and systems, as well as any social media, including any online tools used to share content and profiles, such as personal web pages, message boards, networks, communities, and social networking websites including, but not limited to, Facebook, Snapchat, MySpace, Digg, Flickr, Instagram, Twitter, LinkedIn, and web blogs. The lack of explicit reference to a specific site or type of social media does not limit the application of this policy.

The Company respects the rights of Team Members to use social media. However, because communications by Team Members on social media could, in certain situations, negatively impact business operations, customer relations, or create legal liabilities, it is necessary for the Company to provide these guidelines. For example, there are special requirements applicable to publishing promotional content online. Promotional content is content designed to endorse, promote, sell, advertise, or otherwise support a Company's products or services. These guidelines are intended to address these and other similar matters.

In addition to ensuring that Team Member use of social media does not create any legal liabilities, these guidelines are intended to ensure Team Members understand the types of egregious conduct that is prohibited. This policy will not be interpreted or applied so as to interfere with the protected rights of Team Members to discuss or share information related to their wages, benefits, and terms of employment amongst themselves or with outside parties.

### **Social Media**

The Company recognizes that social media can be a fun and rewarding way to share your life and opinions with family, friends, and co-workers around the world. However, the use of social media presents certain risks and carries with it certain responsibilities. The Internet is not anonymous, and it does not forget. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media. Team Members engaging in use of social media are subject to all of the Company's policies and procedures including, but not limited to, the Company's policies: (1) protecting the confidentiality of Company proprietary information, trade secrets, and business sensitive information; (2) safeguarding Company property; (3) prohibiting unlawful discrimination and harassment; and (4) governing the use of Company computers, telephone systems, and other electronic and communication systems owned or provided by the Company. This policy is not intended to interfere with, restrict, or otherwise infringe upon Team Members' rights under applicable federal, state, or local law, including any and all rights under Section 7 of the

National Labor Relations Act to engage in concerted activities for collective bargaining or other mutual aid or protection.

## **Guidelines**

Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board, or a chat room, whether or not associated or affiliated with the Company, as well as any other form of electronic communication. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow Team Members, or otherwise adversely affects customers, business partners, people who work on behalf of the Company, or the Company's legitimate business interests will be subject to disciplinary action up to and including termination of employment.

## **Know and Follow the Rules**

Carefully read these guidelines and the Company's workplace policies against discrimination and harassment on the basis of race, color, religion, creed, gender, sex, pregnancy, national origin, citizenship status, marital status, age, disability, height, weight, sexual orientation, gender identity and expression, genetic information, uniformed service, military or veteran status, or any other characteristics protected by applicable federal, state, or local law to ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and will be subject to disciplinary action up to and including termination of employment.

## **Be Respectful**

Always be fair and courteous to fellow Team Members, customers, members, business partners, or people who work on behalf of the Company. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or by utilizing our Open-Door Communication policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as malicious, obscene, threatening, or intimidating, that disparage customers, team members, or business partners, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, color, religion, creed, gender, sex, pregnancy, national origin, citizenship status, marital status, age, disability, height, weight, sexual orientation, gender identity and expression, genetic information, uniformed service, military or veteran status, or any other characteristics protected by applicable federal, state, or local law.

## **Be Honest and Accurate**

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered.

Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about the Company, fellow Team Members, Customers, business partners, and people working on behalf of the Company.

### **Post Only Appropriate and Respectful Content**

- Maintain the confidentiality of the Company's trade secrets and Confidential Information, including, but not limited to, stock performance, information concerning names and addresses of customers, users, or purchasers of products, customer credit card information, social security numbers, protected health information, product pricing, marketing and business plans and strategies, recipes, formulas, research, costs, methods, processes, procedures, discoveries, improvements, standards, or inventions.
- Respect financial disclosure laws. It is illegal to communicate or give a "tip" on inside information to others so that they may buy or sell stocks or securities.
- Do not create a link from your blog, website, or other social networking site to a Company website without identifying yourself as a Company Team Member.
- Express only your personal opinions. Be clear that the views expressed are yours alone, and do not necessarily reflect the views of the Company or its owners or management. If the Company is a subject of the content you are creating, be clear and open about the fact that you are a team member and make it clear that your views do not represent those of the Company, fellow Team Members, customers, business partners, or people working on behalf of the Company. If you do publish a blog or post online related to the work you do or subjects associated with the Company, make it clear that you are not speaking on behalf of the Company. It is best to include a disclaimer such as "The postings on this website/blog are my own and do not necessarily reflect the views of my employer".
- Avoid making misleading statements that you know to be false about the Company, co-workers, or other people working on behalf of the Company. Postings of news and information should be accurate and, if a mistake is made, it should be corrected quickly.

### **Using Social Media at Work**

Refrain from using social media while on work time or on equipment we provide, unless it is work-related as authorized by your Store Manager or consistent with the Company's policies. Do not use the Company's email addresses to register on social networks, blogs, or other online tools utilized for personal use.

### **Personal Social Media Accounts**

A Store Manager is prohibited from requiring a candidate or Team Member to disclose the log-in information (such as username and password) to any of the candidate's or Team Member's personal social media accounts. A manager is also prohibited from requiring a candidate or team member to add the manager as a contact to any of the candidate's or Team Member's personal social media accounts.

## **Retaliation is Prohibited**

The Company prohibits taking negative action against any Team Member for reporting a possible deviation from this policy or for cooperating in an investigation. Any Team Member who retaliates against another team member for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action up to and including termination of employment.

Team Members who violate this policy will be subject to disciplinary action up to and including termination of employment. If you have any questions about this policy, contact your Store Manager or the Office.

## **PROFESSIONAL CONDUCT**

We are committed to providing a work environment that encourages mutual respect and professionalism among all Team Members. Every Team Member has the right to work without harassment, threats, or undue interference from others. You are expected to be responsible, reasonable, considerate, and to conduct yourself in a professional, business-like manner while on the job.

M Pizza, Inc., in its sole discretion, reserves the right to determine when a Team Member's behavior is unacceptable and when and what disciplinary action is necessary under a given circumstance. Team Members may be subject to discipline for poor performance or for violation of any of the policies and procedures set forth in this Handbook. The type of disciplinary action that may be imposed may range from verbal warning to written warning to termination of employment. Nothing in this Handbook creates an obligation to follow any particular disciplinary procedure. Management retains the right to skip or repeat certain disciplinary steps, depending on the facts of each situation. The disciplinary action imposed may vary depending on the facts and circumstances surrounding each case.

We expect your conduct to be professional not only in the workplace, but also when you are representing the Company. Below are some examples of what we expect when we say "professional conduct". This is a guideline rather than an all-inclusive list and does not alter your at-will employment relationship with M Pizza, Inc.

- Be aware of and abide by all Company policies and procedures as well as applicable federal, state, and local laws.
- Perform your work duties and responsibilities to the best of your ability and to the standards as set forth in your job description or as otherwise established.
- Foster professional relationships with Team Members, business partners, customers, and visitors and refrain from insubordination or interference with the job performance of other team members.
- Fraud, theft, embezzlement, intentional misrepresentation, or falsification of Company documents, data, financial statements, or documents required to be maintained by law is prohibited.
- When reporting for work, comply with the appearance guidelines established for your worksite.

- Do not use or be under the influence of alcohol or illegal controlled substances while at work, when wearing Domino's logo apparel provided by the Company, or while on Company property.
- Verbal or physical altercations, intimidating behavior, or threats of violence are prohibited.
- Use Company equipment and resources primarily for Company business.
- Team Members with access to Company email may use the Company's email system for personal use during non-working time as long as such personal use does not interfere with work duties and responsibilities.
- Handle difficult customer and business partner situations professionally.
- Do not violate the Company's anti-discrimination and anti-harassment policies.

This policy is not intended to interfere with, restrict, or otherwise infringe upon Team Members' rights under applicable federal, state, or local law, including any and all rights under Section 7 of the National Labor Relations Act to engage in concerted activities for collective bargaining or other mutual aid or protection.

## **HANDLING CONFIDENTIAL AND PROPRIETARY INFORMATION**

Information is one of the Company's most valuable assets. Often, it is information that gives a Company such as Domino's its competitive edge. Safeguarding our confidential information is of vital importance. During the course of employment with the Company, a Team Member will likely become aware of certain proprietary and confidential information. Confidential Information includes, but is not limited to, information related to stock performance, information concerning names and addresses of customers, users, or purchasers of products, customer payment card information, social security numbers, protected health information, product pricing, marketing and business plans and strategies, recipes, formulas, research, costs, methods, processes, procedures, discoveries, improvements, standards, or inventions that are maintained as confidential by Domino's and that are not readily available to the public or Domino's competitors.

Throughout the term of a Team Member's employment, and thereafter, the Company's Confidential Information (as defined above) shall not be disclosed to any third party or used for one's own advantage or the advantage of any third party except in connection with the performance of their work duties and responsibilities as a team member of Domino's and M Pizza, Inc. Even within the Company, Confidential Information should only be revealed to those specific Team Members who have a need to know that information in order to carry out their work duties and responsibilities.

In addition, the Health Insurance Portability and Accountability Act ("HIPAA") imposes specific requirements with respect to the collection, use, and disclosure of certain health information protected under the Act. This protected health information should not be disclosed to third parties or Team Members who do not have a need to know that information in order to carry out their work duties and responsibilities.

The Payment Card Industry and Payment Application Data Security Standards ("PCI-DSS" and "PA-DSS") impose specific requirements with respect to the collection and transmission of

payment card information as well as the underlying technology systems. Payment card information (including, but not limited to, credit and debit card account or security code numbers) should not be written down, copied, accessed, used, shared, or retained in any way in violation of PCI-DSS or PA-DSS.

The Company's Confidential Information (as defined above) should not be downloaded from a Domino's system to a personal or supplier computer, device, or private or public website unless specifically authorized in advance by the Information Security Department.

Nothing in this policy prohibits Team Members from using Confidential Information for the limited purposes of reporting any suspected violation of applicable federal, state, or local law to any federal, state, or local governmental agency.

Team Members who have questions regarding this policy should contact their Store Manager, Area Supervisor or the President of M Pizza, Inc.

### **VIDEOTAPING, PHOTOGRAPHY, AND AUDIO RECORDING PROHIBITED**

Unless expressly authorized in writing by the President of M Pizza, Inc., Team Members are strictly prohibited from engaging in videotaping, photography, or audio recording during working time. Work time includes the time that either the Team Member who is engaging in videotaping, photography, or audio recording or the Team Member being videotaped, photographed, or audio recorded is supposed to be working. This rule does not apply if involved team members are on breaks, lunch, or non-working hours.

Team Members are also strictly prohibited from engaging in videotaping or photography involving Domino's trademarks and logos in a manner that would mislead or confuse the public or customers regarding product quality, intentionally damage the Company's goodwill associated with the trademarks or logos, or unlawfully interfere with the Company's ability to effectively use its trademarks or logos in its business operations.

The Company prohibits the recording of conversations with a tape recorder or other recording device (including a cell phone or other electronic device) during working time. The purpose of this policy is to eliminate a chilling effect to the expression of views that may exist when one person is concerned that his or her conversation with another is being secretly recorded. This concern can inhibit spontaneous and honest dialogue especially when sensitive or confidential matters are being discussed.

Any video, photograph, or audio recording taken in violation of this policy becomes the sole and exclusive property of the Company. Team Members who violate this policy will be subject to disciplinary action up to and including termination of employment. This policy is not intended to interfere with, restrict, or otherwise infringe upon team members' rights under applicable federal, state, or local law, including any and all rights under Section 7 of the National Labor Relations Act to engage in concerted activities for collective bargaining or other mutual aid or protection. Such concerted activities may include, for example, team members recording images of employee picketing, documenting unsafe workplace equipment or hazardous working

conditions, documenting and publicizing discussions about terms and conditions of employment, or documenting inconsistent application of employer rules.

## **APPEARANCE GUIDELINES**

M Pizza, Inc. store Team Members should portray a professional image at work by wearing appropriate apparel and maintaining proper personal hygiene and appearance. Non-compliance with the guidelines will result in disciplinary action up to and including termination of employment. Store Managers have the discretion to determine what is and what is not a violation of this policy.

### **Hygiene**

Because of close personal proximity with other Team Members and the public, personal cleanliness is of primary importance. Team Members are to report to work clean and having taken the proper precautions to ensure that body odor will be kept at a minimum. Team Members should use perfumes and lotions with restraint, knowing that working conditions exist for close personal contact. Due to various health department regulations, all Team Members working in the preparation areas are not to wear lotions, creams, oils, etc. on their hands or arms.

- Team Members must scrub hands with soap and Sanitizer each time the production area is entered.
- Fingernails must be neatly trimmed and clean. **Fingernail polish is not allowed.**
- Team Members must exercise reasonable personal hygiene so that exposed parts of the body (face, neck, arms and hands) do not constitute a threat to exposed food.
- No person having infected sores, wounds, open abrasions, skin diseases that pose a health threat, or respiratory infections will be allowed to handle raw or finished goods.
- Team Members are not to eat in the food preparation area, nor store any articles for such in the production area (including the soda reach-in cooler.) Team Members must keep hands and fingers away from their mouths, hair and faces while working. If touched, they must re-scrub their hands.

### **Dress Standards**

- The Domino's cap/visor is to be worn at all times (including while driving) while in uniform. Approved pins or buttons cannot cover the logo on the hat/visor.
- The uniform shirt may be worn tucked in or untucked. If tucked in and the pants have belt loops, a black or brown belt must be worn.
- Black pants/shorts are to be worn. No denim-like material, corduroys, sweat pants, or pants with stripes are to be worn. Pants that would be considered faded are not acceptable. Pants that are stained, ripped, frayed, or otherwise considered in disrepair will be asked to be replaced. Shorts must have a minimum 6" inseam and may be no more than 2" below the knee.
- Shoes are to be clean and in good condition (no holes/rips.) Rubber sole shoes are required. No open-toed or open heeled shoes are allowed. This includes sandals, flip flops, slip-ons, etc.

- Socks are required and must cover the ankle.
- A bib-type apron is used to protect and distinguish food preparation personnel. If you are making or cutting pizzas, you must wear an apron.
- A Domino's Pizza jacket (only) may be worn as an over garment (supplied by the store). Drivers (upon achieving 2,500 deliveries) are given their own jacket with their name embroidered).
- Optional undershirt may be worn. If a shirt is visible under the uniform, it must be white, black, red or navy blue. Any undershirt must not have any visible printing and must be tucked in if it extends below the hem of the uniform shirt.

## **Appearance Standards**

### **Hair**

- Hair longer than the top of the uniform shirt must be secured under the cap or be suitably restrained with a hairnet, rubber band or barrette. Restrained hair that is not tucked under the hat must be restrained behind the shoulders. Dyed hair in unnatural colors (green, pink, blue, etc.) and extreme hairstyles will not meet standards.

### **Facial Hair**

- Team Members are permitted to maintain facial hair up to (1) inch in length that is clean and neatly trimmed. **This is not an excuse to randomly neglect shaving.** Team Members must appear neatly groomed at all times.
- Team members may be required to wear a beard net or snood while preparing food.
- Team Members may request an accommodation on beard length for religious/cultural reasons.

### **Jewelry**

Jewelry is limited to the following:

- Non-food preparation Team Members – stud earrings (limit of two earrings per ear,) inexpensive watches, a simple necklace and wedding bands may be worn. No other visible body piercings are permitted. Hoop earrings are not permitted.
- Food preparation Team Members – Wedding rings and a simple necklace only. No other visible body piercings are permitted. No watch or earrings are permitted or allowed in the food preparation areas. No bracelets are permitted. Specifically, macramé bracelets do not meet hygiene standards and are not permitted.

### **Makeup**

- Makeup must be discrete and not overdone.

### **Tattoos**

- Team Members may be required to cover visible tattoos deemed offensive to Customers (a swastika, for example) or other Team Members.

## **ATTENDANCE POLICY**

It is your responsibility to be on time and working each scheduled day. You must be at work and ready to contribute no later than your scheduled start time. Pulling into the parking lot, walking into the store or premises, or putting your personal items away does not constitute as ready to work. If you are unable to arrive for work on time or must be absent, you must notify your store manager as soon as you are aware of this, but at least 30 minutes prior to your start time unless extenuating circumstances prohibit you from being able to provide such notice. Sending an email or text message is not acceptable. Speaking to or leaving a message with someone other than your Store Manager is not acceptable. Having your mother or significant other call off on your behalf is not acceptable (may typically be construed as a lie.) If you are absent for two consecutive scheduled days without notifying your Store Manager of the reason for the absence, and the expected return date, you will be considered as having voluntarily resigned from employment at Domino's. Team Members who fail to maintain good attendance will be subject to disciplinary action up to and including termination of employment.

## **TEAM MEMBER PAY**

It is Domino's policy and practice to accurately compensate Team Members and to do so in compliance with all applicable federal, state, and local law. To ensure that you are paid properly for all time worked and that no improper deductions are made, you must record correctly all work time and review your pay stubs promptly to identify and to report all errors. You also must not engage in "off-the-clock" or unrecorded work. The Office also should be informed of any changes in address to mail the W-2 to you at the end of the year, in the event you are no longer employed by M Pizza, Inc. Please be advised to keep your pay stubs as they may be needed (personally) for proof of earnings, at some future point. Failure to do so will typically result in delays in getting this information reproduced by the Office.

## **WAGE PAYMENT**

Employees of M. Pizza, Inc. are paid on a biweekly basis with the pay period ending on Sunday. You will be paid by midnight Monday a week following, for that two-week period. M Pizza, Inc. does not "hold" any portion of your paycheck. Paychecks are generally available after 3:00 p.m. on Monday of pay weeks. Upon termination of your employment, you will receive your last paycheck at the store in the normal course of operations unless you give the office prior written instructions to have your check mailed to you. Neither paychecks nor personal checks may not be cashed at the store unless there is money owed to the store and that money is being paid *back* to the store out of the cashed check. Loans, advances, or IOUs are not allowed.

## **TIP REPORTING**

Team members are required by the IRS and Company policy to report all tip income to M Pizza. All tips received must be reported daily. Failure to report tips may subject the team member and Domino's to additional taxes and penalties. Team members who fail to report their tips will also be subject to disciplinary action up to and including termination of employment. Please contact your Store Manager for the tip reporting procedures for your store.

## **SOLICITATION AND DISTRIBUTION**

To ensure orderly performance of daily work, cleanliness of the premises, customer service, convenience, safety and security, and the overall successful operation of Domino's, the following policy applies to solicitation and distribution:

- Solicitation and/or distribution during work time are prohibited.
- Distribution is prohibited in work areas even during non-work time.
- Work time includes the time that either the Team Member who is soliciting/distributing or the Team Member being solicited/distributed is supposed to be working. This rule does not apply if involved Team Members are on breaks, lunch, or non-working hours.
- Work areas include kitchen, office, customer service, and customer selling areas.
- Solicitation and/or distribution by non-team members on Domino's property are prohibited at all times.

## **BULLETIN BOARDS**

Bulletin boards are owned by the Company and are considered Company property. Only authorized representatives of the Company are allowed to post notices on the bulletin boards. Team Members are expected to read the bulletin boards and are considered to have knowledge of all information posted by the Company. Team Members are prohibited from removing, altering, or defacing any posting on the bulletin boards. The bulletin boards will include postings required by applicable federal, state, and local laws as well as relevant contact information for your store.

## **OPEN-DOOR COMMUNICATION**

When you have a question or concern about your job or work environment, we encourage you to take the following steps:

- Talk to your Store Manager about your question or concern. We prefer to allow your Store Manager to have the first opportunity to resolve your question or concern
- If your question or concern is still unresolved, contact the President of M Pizza, Inc.

## **ARBITRATION**

Domino's prides itself on treating its team members fairly and has implemented extensive procedures to ensure that any team member issues that are brought to our attention are resolved quickly and appropriately. However, for those rare situations where we cannot resolve employment disputes through these internal procedures, Domino's has introduced the Domino's Arbitration Program and M Pizza has reserved the right to utilize this program. If a team member or the Company have a dispute subject to arbitration which was not able to be resolved satisfactorily by the team member's managers, or through the other internal procedures available, the President of M Pizza, Inc., in his sole discretion, may opt to utilize arbitration.\

## **HOW TO QUIT YOUR JOB**

One of the most frustrating things to deal with, at Domino's Pizza, is to have someone "quit without notice." Most if not all of you will move on to another job sooner or later. How you handle leaving employment at M Pizza will say a lot about your personal integrity as well as possibly have a positive or negative impact on your life.

For some of you, working for Domino's Pizza is your career. For many of you this job is merely a part-time job to fill a short term financial need in your life. For others, working here is a stepping stone to your next career.

I expect some people to stay with the company for long periods of time but realistically, I know, that no one will have the commitment to Domino's Pizza that I do: I'm in it for life! It is my hope, though, that you will value whatever time you do spend here and I also hope that most of you will stay for a long time. And part of what I expect is that you will have enough respect for your store manager and Domino's Pizza to leave under the most admirable and a respectable terms. This means letting us know, basically, two things:

- 1) What is your purpose for being here (one of three that I mentioned above.)
- 2) Give adequate notice as to when it is time to move on.

When someone "quits without notice," it puts your store manager and M Pizza in the difficult position of trying to get the shifts/work that you do covered without advance-notice. By failing to give notice, you send the message, to your manager, that:

- 1) I have no respect for you or the job.
- 2) I don't care what you think or if this leaves you in a bind.

It is my belief that none of you necessarily want to project the image that I've just expressed but this is how "quitting without notice" is received! It is very discouraging and frustrating to be treated this way especially when we feel like we've gone out of our way to treat you right.

Aside from how we feel about it, here are some other considerations that you should make when it's time to go.

- 1) If you ever apply for rehire (which happens frequently), a "quit without notice" does not speak well of you. How you go about leaving speaks volumes about your personal integrity and we want people of integrity working for us.
- 2) If you "quit without notice" you could be denied unemployment benefits (at least for 13 weeks) and your employer will not be charged for what you eventually receive after that. When a company responds to an unemployment application with "the employee quit without notice" the response from unemployment is; "you protest has been allowed and your account has and will be relieved from all charges."

These are just some of the drawbacks and consequences of quitting the wrong way. I want to encourage you to consider giving the appropriate notice of two (2) weeks when you leave employment with M Pizza. How you leave is how you will be remembered.

—Mike Clise, Franchisee

# Team Member Acknowledgement

This Handbook provides you with a basic understanding of the culture, organization, policies, and practices of M Pizza, Inc. and Domino's Pizza LLC ("Domino's" or the "Company"). Your acknowledgement confirms that you have reviewed, understand, and agree with the statements listed below:

- I understand where to locate the full statement of Domino's policies, ethics and compliance standards, and benefits information, including the Company's HIPAA Privacy policy and Policy Manual.
- I understand that this Handbook supersedes all previous handbooks, manuals, and memos.
- I acknowledge that I had the opportunity to request that my Store Manager review this Handbook with me and/or answer any of my questions regarding the Handbook.
- I understand that Domino's reserves the right to modify, suspend, or terminate any of the policies, procedures, and/or benefits described in this Handbook with or without prior notice to Team Members, and that regardless of the date of hire, all Team Members are subject to these updates.
- I understand that my employment with the Company is at-will. This means that I or the Company may unilaterally terminate my employment at any time for any lawful reason or for no reason at all with or without notice. Similarly, the policies included in this Handbook, whether standing alone or combined, are intended to be guidelines only and are in no way to be interpreted as a contract between the Company and me. Therefore, nothing in this Handbook should be construed as an express or implied contract or a guarantee of continued employment. At-will employment cannot be changed by any oral statement; it can only be changed pursuant to a written agreement covering employment status signed by the President of M Pizza, Inc.
- If I am a Driver or Management Team Member, I acknowledge that I have read the IRS requirement on "tip income" described within this Handbook and posted in my store and I understand my responsibility to report all tips. I also acknowledge that I have completed the Safe Delivery Test with a score of at least 80%.
- I acknowledge that if I have a concern regarding a possible violation of any Company policy or procedure, I will promptly report the concern to my Store Manager or the President of M Pizza, Inc.
- Nothing in this Handbook is intended to interfere with, restrict, or otherwise infringe upon Team Members' rights under applicable federal, state, or local law, including any and all rights under Section 7 of the National Labor Relations Act to engage in concerted activities for collective bargaining or other mutual aid or protection.

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Signature of Witness

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Signature of Team Member

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Printed Name of Witness

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Printed Name of Team Member

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Date

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Date



Our Pizza Theater store on Featherbed Ln. in Winchester, VA

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