

SCOTT ENTERPRISES
Peek’N Peak
EMPLOYEE HANDBOOK

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WELCOME

We welcome you to our family of companies and we wish you every success in your professional and personal life.

We believe that each associate contributes directly to the growth and success of our businesses and our collective purpose is rooted in the spirit of our mission statement:

“Our mission is to exceed our guests’ expectations by providing memorable experiences that reflect the care, pride and expertise of our management and associates.”

Please join us every day with the attitude of “I promise to CARE and DELIVER!” Our goal is to go beyond what others might expect by seizing opportunities to give extraordinary service to our guests, fellow associates, and in the community we serve.

It is our hope you find working here an interesting, challenging and rewarding experience and we hope you take pride in being a valued member of our team. We urge you to learn as much as you can about the hospitality industry because we care about your future and ours! No matter how much we spend on buildings, inventory, etc., you are our #1 asset – you make the difference and we trust you will share your expertise by performing at your best every day.

Warm Regards,

Nick Scott Sr., Chris Scott and Nick Scott Jr.

Note: Where the word "associate" appears throughout this booklet, reference is made to individuals who are employed by and work directly for Peek ‘n Peak Resort.

Where the word “Resort” appears throughout this booklet, reference is made to Peek ‘n Peak Resort.

Provisions labeled “New York State” apply to the location of the Resort only, NOT to the state where you reside.



The Scott Enterprises Mission...

Our mission is to exceed our guest's expectations by providing memorable experiences that reflect the care, pride and expertise of our management and associates.



The Scott Promise - CARE

1. TEAMWORK - Practice teamwork and treat each other with respect. We stand by our Company belief that if we take care of each other, we will take better care of our guests.

4. APPEARANCE - Be sure your uniform always looks sharp! A smile is an important part of your uniform. Use appropriate language at work.

7. SUGGESTIONS - Share suggestions for improvement with your team, and be open to feedback. Share ideas to improve experiences.

10. GIVE BACK - Get involved in company events, volunteer your time and Promise to Care for your fellow employees and your work community.

13. LISTEN - Take the time to listen to your coworkers suggestions or concerns. Thank them; let them know you care, and that they were heard.

2. SAFETY - A top priority for both guests and fellow team members. Know all job safety procedures and how to respond to any emergency. Immediately report incidents, accidents, and hazards to your supervisor.

5. ACKNOWLEDGMENT - Encourage other team members, coworkers and leaders. Everyone needs positive feedback.

8. KNOW YOUR JOB - Attend all training courses required for your position and take time to learn new skills.

11. GOALS - Set personal goals for yourself. It's not about perfection, but about being better than yesterday and better than the competition.

14. CONSERVE - Turn off equipment and lights. Reduce waste! This helps the company and the environment

3. CARE - Pay attention to detail. This is a great place to work. Always be a good ambassador of our company. Clean as you go.

6. HELP - Offer assistance to a new team member or someone who is in a new position. Make it a positive experience and let them know you are available to help.

9. EXTRA MILE - Take the time to have genuine conversation with a coworker or guest, or remember someone's special day.

12. SMILE - Welcome a coworker with a smile. It's contagious!

15. HAVE FUN! Take pride in what you do. Let's make it fun, and help provide a positive experience to others. Share a laugh, a joke or a smile!

The Scott Promise - DELIVER

1. SMILE - Welcome guests with a smile. Acknowledge them and assist them with questions. Practice hospitality every day.

4. PRAISE - Praise Publicly. Thank your team for their assistance, and for successful guest interactions. Communicate compliments from guests so that others may hear.

7. GOALS - Post daily and weekly goals where the team can see their progress. Make sure each team member knows the end result we hope to achieve together.

10. WIN THEM BACK - Make sure the guest knows we listened. Express that you would love for them to come back to see that we have corrected their concerns.

13. QUICK ACTION - If you can show the guest that you handled a concern while they are on property, they know you care and that they were heard.

2. EMPOWER - You are empowered to "Make it Right" for each guest. Take ownership of concerns and resolve them quickly.

5. NAMES - A guest appreciates when you use their name in conversation. Interacting with their children or their guests is just as important in leaving a great impression.

8. ONGOING TRAINING - Remember, we can always improve. Keep an open mind to new procedures. If you see a coworker struggling with new systems, jump in to help.

11. SHARE - Share a positive story, a letter from a guest, or positive feedback from ownership.

14. COMMUNICATE - Take responsibility to tell a supervisor about equipment issues. Understand that it may not be fixed immediately, but ask for an update.

3. SAFE AND CLEAN - Address visible concerns immediately-Safety and cleanliness are important to our guests and our team.

6. EXTRA MILE - A guest will really appreciate when you show them the way, take time to have genuine conversation, or remember their special day.

9. FOLLOW UP - Make sure to DELIVER on what is promised. Take guests' cues to make sure you meet their expectations.

12. THANK - Thank guests for their business and sincerely invite them to return.

15. ASK - Take ownership in finding out any items we may be out of, or services that may not be available each workday. This allows you to give accurate information to guests.

ABOUT THIS HANDBOOK

This handbook applies to all Resort associates. It is intended to provide associates with a general understanding of our Resort, including information about working conditions, associate benefits, and policies affecting employment. It describes associate responsibilities and outlines the programs developed by the Resort to benefit associates. Associates are encouraged to familiarize themselves with the contents of this handbook, for it will answer many common questions concerning employment with the Resort. Associates are responsible for reading, understanding, and complying with all provisions of the handbook.

This handbook is not an employment contract and is not intended to create contractual obligations of any kind, nor does it guarantee employment for any specific period of time. No contract of employment exists unless it is a separate written document that is expressly stated to be an employment contract and is signed by an authorized member of senior management.

Employment with the Resort is at-will. Either the associate or the Resort may end the employment relationship at any time, with or without notice or cause. Nothing in this handbook is intended to alter the at-will nature of the employment relationship.

One of the Resort's objectives is to provide a work environment that is conducive to both personal and professional growth. In order to retain necessary flexibility in the administration of policies and procedures, the Resort reserves the right to change, revise, or eliminate any of the policies and/or benefits described in this handbook from time to time, as it deems appropriate, in its sole and absolute discretion. Associates will be notified of any changes.

This document supersedes any and all previous versions of the handbook and any separate policies regarding issues addressed in this handbook, whether written or oral. The only recognized deviations from the stated policies are those authorized by senior management. No statement or promise by a supervisor or co-worker may be interpreted as a change in policy nor will any statement or promise by a supervisor or co-worker bind the Resort.

The policies in this handbook are intended to be in accordance with all applicable local, state and federal laws. If anything in this handbook is inconsistent with local, state or federal law, the applicable law will control. Nothing in this handbook is intended to or should be interpreted to preclude or interfere with associates' discussions about terms and conditions of employment or any other legally protected rights.

This handbook is not intended to be all-inclusive. No handbook can anticipate every situation or answer every question about employment. Please contact management or Human Resources with questions concerning the policies or procedures addressed in this handbook, or any other aspect of employment with the Resort.

EMPLOYMENT

Equal Employment Opportunity

The Resort is an equal opportunity employer and is dedicated to providing a work environment that is free of unlawful discrimination of any kind. In order to provide equal employment and advancement opportunities to all individuals, employment decisions are based on merit, qualifications, abilities and business needs. The Resort does not discriminate in employment opportunities or practices on the basis of age, race, color, religion, creed, citizenship status, national origin, ancestry, sex, gender identity, sexual orientation, pregnancy or childbirth, physical or mental disability, marital/familial status, veteran/military status, political affiliation, criminal history, source of income, domestic violence victim status, genetic information or any other legally protected characteristic or because an individual's engaging in legally protected activities. This policy applies to all aspects of employment, including, but not limited to recruitment, hiring, job assignments, working conditions, scheduling, compensation, benefits, training, education, transfers, promotions, layoff/recall, leaves, disciplinary action and terminations.

The Resort will not tolerate any form of unlawful discrimination. Any associate who has experienced or observed unlawful discrimination in violation of this policy, or who has questions or concerns about any type of discrimination in the workplace, should bring these issues to the attention of management or Human Resources immediately.

Associates who report unlawful discrimination or who assist in the investigation of a complaint of unlawful discrimination will not be subject to retaliation, intimidation or reprisals of any kind. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment. For additional information regarding the Resort's commitment to maintaining a discrimination-free work environment, please see the Resort's policy on Sexual and Other Unlawful Harassment.

Disability Accommodation

In accordance with the Americans with Disabilities Act and related federal and state laws, the Resort will make reasonable accommodations for qualified individuals with known disabilities unless such accommodation places undue hardship on the Resort or poses a direct threat to the health and safety of the associate, other associates, guests or the public. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, promotions, and access to benefits and training.

Religious Accommodation

The resort will reasonably accommodate an employee's religious beliefs and practices unless doing so would cause an undue hardship on the conduct of our business.

Immigration Law Compliance

The Resort is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

Employment At-Will

Employment at the Resort is at-will. An associate's employment may be terminated with or without cause and with or without notice at any time by either the associate or the Resort.

Philosophy Concerning Unions

The Resort's success is founded on the skills, abilities and efforts of its associates. Recognizing this fact, the Resort has policies to deal with associates fairly and honestly and to recognize and treat each associate as an individual. Management is available to accept questions and to give or receive information that will assist in meeting legitimate associate needs.

The Resort makes every effort to provide salaries, benefits, and working conditions for its associates that bear a fair and reasonable relationship to those existing in the industry and community. The Resort believes that the unionization of any sector of its associates may interfere with the principle of individual treatment and recognition.

The Resort believes that union representation would not be in the interest of its associates or guests. The Resort believes that unionization would stifle individual merit and achievement and undermine the spirit of mutual understanding and respect which the Resort wants to foster between it and its associates.

A union is a third party serving its own interests and has proven to be a divisive force that interferes with employer and associate relationships. Over the years, associates have recognized the value of a union-free environment and have elected to keep it that way.

Introductory Period

All new and rehired associates work on an introductory basis for the first ninety (90) calendar days after their date of hire. Associates who are promoted or transferred within the Resort may be required to complete an introductory period in their new position. During the introductory period, an associate's performance will be evaluated to determine whether further employment in a specific position is appropriate. If the Resort determines that the designated introductory period does not allow sufficient time to thoroughly evaluate the associate's performance, the introductory period may be extended or the associate's employment may be terminated, in the sole discretion of management.

In cases of promotions or transfers within the Resort, an associate who is not successful in the new position may be removed or terminated from that position at any time during the introductory period. If this occurs, the associate may be allowed to return to his/her former job

or to a comparable job for which he/she is qualified, depending on the availability of such positions and the Resort's needs. During the initial introductory period, associates are eligible only for those benefits required by law.

Orientation & Training

The Resort provides each associate with the skills and materials necessary to do the job. Management will provide department-specific training as necessary. Orientation and training are paid at minimum wage, unless the associate is informed otherwise by management. During the orientation and/or training, associates are required to complete all of the duties and procedures assigned to them; this will help establish them as a knowledgeable and productive member of the staff.

Employment of Minors

The Resort has limited employment opportunities for minors and complies with all federal and state child labor laws. The hours that minors can work depend on age, the type of work, and whether the minor is attending school. Minors employed by the Resort will need a "work permit" issued through their school district (or Clymer School District for minors working in New York State and residing in another state). Contact Human Resources for the work permit application or additional information.

Employment of Relatives

The employment of relatives in the same area of an organization may cause serious conflicts and problems with real or perceived favoritism and associate morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried into day-to-day working relationships. Therefore, relatives of persons currently employed by the Resort may be hired only if they will not be supervising a relative or working under the direct supervision of a relative, nor will associates be transferred into such a reporting relationship. In addition, no associate may audit, verify, receive or be entrusted with money handled by a relative. For purposes of this policy, a relative is any person who is related to the associate by blood or marriage, or whose relationship with the associate is similar to that of persons who are related by blood or marriage. This policy applies to all associates, at any level, who have the authority to review employment decisions.

If the relative relationship is established after employment, the individuals may be given transfer options. If a decision is not made by the affected associates within ten (10) calendar days, management will make the decision based on business needs. If there are no vacancies for which the individuals are qualified, the employment of one or both individuals may be terminated.

In cases where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment.

Exceptions Based on Existing Reporting Relationship

With the acquisition of new properties, it is possible that associates may already be functioning in a reporting relationship that is restricted within the guidelines of this policy. Associates who have functioned in these roles, seasonally or year-round, will be “grandfathered in” and permitted to continue in this reporting structure as long as no issues arise. If the associate makes a voluntary move or terminates employment, this exception will no longer apply. Notwithstanding this exception, managers/supervisors are encouraged to take reasonable steps to move the relative into another position or reporting structure within the Resort. Management reserves the right to discontinue an existing reporting structure at any time for any reason.

Exceptions Based on Business Need

On occasion, and with prior approval from Senior Management and Human Resources, associates may be permitted to work in a department that is managed or supervised by a relative. Such exceptions will be considered only if no other alternative exists. In such situations, whenever possible, relatives will not be scheduled to work the same shift.

Outside Employment

An associate may hold a job with another organization as long as he/she satisfactorily performs his/her job responsibilities with the Resort, and provided it does not create a conflict of interest. All associates will be judged by the same performance standards and will be subject to Resort scheduling demands, regardless of any existing outside work requirements. If the Resort determines that an associate's outside work interferes with job performance or the ability to meet the requirements of the Resort, as may be modified from time to time, the associate may be asked to terminate the outside employment if he or she wishes to remain with the Resort. Outside employment will present a conflict of interest if it has an adverse impact on the Resort.

Conflict of Interest

Associates must avoid any relationship or activity that might impair, or even appear to impair, an ability to make objective and fair decisions when performing job duties. Business actions may conflict with personal or family interests when the course of action that is best for an associate personally may not also be the best course of action for the Resort. Associates must never use Resort property or information for personal gain or personally take an opportunity that is discovered through their position with the Resort.

The following are examples of potential conflicts of interest:

- An associate or his/her close family member being employed by, or acting as a consultant to, a competitor or potential competitor, supplier or contractor, regardless of the nature of the employment, while employed with the Resort.
- Hiring or supervising family members or closely related persons.
- Serving as a board member for an outside commercial company or organization.
- Owning or having a substantial interest in a competitor, supplier or contractor.
- Having a personal interest, financial interest or potential gain in a transaction.

- Placing Resort business with a firm owned or controlled by an associate or associate's family.
- Accepting gifts, discounts, favors or services from a customer/potential customer, competitor or supplier, unless equally available to all employees.

Determining whether a conflict of interest exists is not always easy. Associates with a conflict of interest question should seek advisement from Human Resources before engaging in any activity, transaction or relationship that might give rise to a conflict of interest.

Job Postings, Transfers and Promotions

The Resort encourages associates to apply for higher-level positions or lateral transfers for which they qualify. The Resort has an Internal Job Posting Program that offers associates the opportunity to bid for certain positions within Scott Enterprises:

- Generally, associates must have completed a minimum of six (6) consecutive months in a position (or 90 consecutive days for seasonal associates) before applying for a change in position.
- Associates applying for transfer must be in a “good standing” with no formal written disciplinary action in the past (90) days of employment. Management and Human Resources will review performance, attendance and punctuality records prior to approving a transfer.
- Interested associates should complete an internal job posting form including position of interest, have this signed by department manager and submit to Human Resources.
- Associates requesting a transfer will be considered for the new position along with all other applicants.
- Transfer applications and promotions are evaluated on an individual basis, depending on the needs of both departments involved.
- All final decisions regarding transfers and promotions will be made by management, in conjunction with the Human Resources Department, and based on business need.

Associates who wish to apply for a transfer should discuss it first with their supervisor/manager and Human Resources so that it may be determined if their skills fit the requirements of the desired job. Associates should also feel free to discuss their career aspirations with their supervisor/manager or Human Resources at any time. If an associate fits the basic criteria for the position, Human Resources will make arrangements to set up an exploratory interview with the other department or property.

Performance Evaluation

Generally, each associate’s performance is formally reviewed and evaluated at least annually. Performance evaluations do not necessarily result in a change in rate of pay.

Employment Separation

Separation of employment is an inevitable part of personnel activity within any organization, and many of the reasons for separation are routine. Below are examples of some of the most common circumstances under which there is a separation of employment:

- **Resignation** – Voluntary separation initiated by an associate. At least two (2) weeks' prior written notice to Human Resources and the associate's Department Manager is appreciated. The associate is expected to work the entire resignation period.
- **Job Abandonment** – Voluntary separation initiated by an associate when an associate fails to report to work or call to notify his/her manager before the start of two (2) consecutive regularly scheduled work shifts, or fails to return to work after an approved leave of absence or a layoff on the date specified by the Resort.
- **Discharge** – Involuntary separation initiated by the Resort.
- **Layoff** – Involuntary separation for non-disciplinary reasons initiated by the Resort based on business need.
- **Seasonal Exit** – Involuntary separation initiated by the Resort based on business need due to the seasonal nature of the business.

The Resort will consider an associate to have voluntarily terminated employment if he/she resigns; fails to return from an approved leave of absence on the date specified by the Resort; or fails to report to work or call to notify his/her manager before the start of two (2) consecutive regularly scheduled work days.

Employment may be terminated for poor performance, misconduct, excessive absences, early departure/late arrival, discrimination, harassment, or other violations of the Resort's policies. However, since employment with the Resort is based on mutual consent, both the associate and the Resort have the right to terminate employment at-will, with or without notice or cause.

Termination Notice

Within five (5) working days of separation, regardless of the reason for or nature of the separation, associates will receive written notice of the exact date of termination and the exact date of cancellation of benefits.

Return of Property

Associates are responsible for all property, materials, or written information issued to them or in their possession or control during the course of their employment. Associates must return all property immediately upon request or upon termination of employment. Where permitted by applicable laws, the Resort may withhold from the associate's check or final paycheck the cost of any items that are not returned when required. The Resort may also take all action deemed appropriate to recover or protect its property.

Access to Resort Discounts (including Events Calendar and 'On Duty' Employee Menu) will be immediately discontinued effective on the last day of work regardless of the reason for

separation. It is considered "theft of services" for a terminated associate to continue to present an Employee Photo ID/Photo Season Pass or Transfer Pass to access Scott Enterprises or Resort Discounts, and is punishable by law.

Rehire Policy

In the case of a planned departure, a two (2) week written notice is required, with the exception of seasonal exits. If an associate does not provide the required notice, the associate will be considered ineligible for rehire at all Scott Enterprises properties. Depending on the circumstances, associates who have been determined by management to have a performance issue, even if written notice of resignation was submitted or a seasonal exit occurred, may be considered ineligible for rehire at all Scott Enterprises properties. Associates discharged for misconduct are ineligible for rehire at all Scott Enterprises properties.

Requests for re-employment with the Resort will be reviewed and considered on a case-by-case basis. However, eligibility for rehire or submission of a request for re-employment does not imply or guarantee a change of status. **There is no guarantee or promise of rehire. Seasonal associates will need to reapply for a job each season.** The hiring manager/supervisor may consider the former associate's performance records and the circumstances surrounding termination of previous employment with the Resort. Rehire in any seasonal or regular position requires a new introductory period and qualifying periods for benefits in accordance with Resort policy and benefit plan requirements.

WORKING HOURS AND COMPENSATION

Employment Categories

The purpose of this policy is to clarify the definitions of employment classifications so that associates understand their employment status and benefit eligibility. These classifications do not imply or guarantee employment for any specified period of time, rate of pay, or level of benefits. The right to terminate the employment relationship at-will at any time is retained by both the associate and the Resort.

Full-Time

Full Time associates are those who are not in a temporary or introductory status, who are regularly scheduled to work 35 hours or more per week, and have been informed of their full-time status in writing. Generally, full-time associates are eligible for the Resort benefit package, subject to the terms, conditions, and limitations of each benefit program, and for all benefits required by law.

Part-Time

Part Time associates are those who are not in a temporary or introductory status and who are regularly scheduled to work fewer than 30 hours per week. Part-time associates receive all legally mandated benefits, but they generally are not eligible for the Resort's other benefit programs.

Seasonal

Seasonal associates (which includes temporary and interns) are scheduled to work an indefinite number of hours each week to perform specific job duties over a limited period of time. Individuals in seasonal positions may be hired for full or part-time weekly hours. Seasonal associates do not become "regular" associates because they have worked a certain number of hours or for a certain length of time. Any seasonal assignment that extends beyond the close of the season must be reviewed and approved by management and Human Resources. A seasonal associate's status will not change to regular part-time or full-time unless the associate is informed of such by the Resort in writing. Seasonal associates receive all legally mandated benefits, but they are not eligible for any of the Resort's other benefit programs.

Exempt or Non-Exempt

Each associate is classified as either "exempt" or "non-exempt" based on a variety of factors, including the nature and responsibilities of the job and relevant requirements of federal and state law. Associates will be advised of their exempt or non-exempt status.

Exempt employees include managers and other professional staff whose duties and responsibilities exempt them from the overtime pay provisions of the Fair Labor Standards Act (FLSA) and applicable state laws. Exempt employees are paid on a salary basis unrelated to actual hours worked.

Non-exempt employees are paid an hourly rate and are entitled to overtime pay for hours worked in excess of forty (40) hours in a workweek.

Hours of Work

The workweek begins at 12:00 a.m. on Monday and ends at 11:59 p.m. on Sunday. Associate work hours may vary according to the needs of the Resort. The Resort will advise associates of the hours they are expected to work. This policy should not be construed as a guarantee of a specific work schedule or number of hours of work per week.

Managing Work Schedule (Ceridian Dayforce)

Associates have electronic access to their work schedule from work, home or mobile device using Ceridian Dayforce. Associates have the ability to enter their availability, view their work schedule, request schedule changes and request time off.

Entering Availability

Associates are required to enter their availability (2) weeks in advance using the "Calendar" feature in Ceridian Dayforce. Management uses this information to create a work schedule, while

attempting to accommodate associate availability restrictions. Manager approval is required for reoccurring changes to availability.

Viewing Work Schedule

Management will typically post a printed schedule one to two weeks in advance. Associates are responsible for accessing the schedule using Ceridian Dayforce or by viewing the printed schedule at work. Associates with questions regarding their schedule are advised to contact management, as being unaware of the work schedule is not considered a valid excuse for not reporting to work.

Schedule Changes

Non-exempt (tipped/hourly) associates have the ability to trade, post and/or swap shifts with qualified employees who have a matching primary or secondary work assignment in the same department.

- **Shift Trading:** Associate picks up another associate's posted shift.
- **Posting Shifts:** Associate posts one of their scheduled shifts for pick up by a designated associate or any associate with the same work assignment within the same department.
- **Swapping Shifts:** Associate swaps one of their shifts for the shift of another associate. Unlike trading/posting shifts, after a swap, each associate is still scheduled for the same number of shifts as they were beforehand.

Ceridian Dayforce requires schedule change requests to be submitted 48 hours prior to the designated shift(s). *Manager approval is required for all schedule changes and the associate will receive a Ceridian Dayforce alert that the change was approved or rejected.* Associates are responsible for working shift trades, posts or swaps not picked up by another associate and schedule change requests unapproved/rejected by management. Associates who pick up shifts with manager approval are responsible for working the shift. Associates are limited to one schedule change per pay period.

Requesting Time Off from Work

Time off for personal reasons (paid or unpaid) must be submitted using Ceridian Dayforce. Associates who do not have a Paid Time Off (PTO) or Sick balance can submit unpaid time off requests by indicating they are unavailable for a designated date/time using the Calendar Feature in Ceridian Dayforce. Requests for Paid Time Off, Unpaid Time Off or Availability Changes are permitted only with the prior approval of the manager in Ceridian Dayforce. Requests for time off will be honored when possible. However, management must consider the needs of the business when scheduling. Staffing needs are greatest during weekends, holidays and special events.

Attendance

Associates are expected to be reliable and punctual when reporting for scheduled work. Variations from the work schedule are recorded in Ceridian Dayforce, including unexcused absences, early departures and/or late arrivals.

Reporting an Absence/ Late Arrival

In the rare instance when an associate cannot avoid being late to work or is unable to work as scheduled, it is the associate's responsibility to notify the department manager with a phone call in advance. Associates must report an absence at least (4) hours prior to their scheduled start time and provide an anticipated return to work date. If an emergency situation prohibits the associate from providing advance notice or personally calling the department manager, the associate must contact the manager as soon as reasonably possible. Associates must speak directly to their manager to call-off from their shift, inquire about their schedule, or to discuss work-related issues. Texting for such purposes is prohibited.

Absences not reported to the manager following the appropriate procedure are considered a "no call, no show" and may result in suspension for three scheduled shifts, with future violations within a (30) day probationary period immediately following the suspension resulting in termination.

Absence Due to Illness

If an absence exceeds (3) consecutive work days due to illness, associates may be required to provide his/her manager with a medical release from attending physician(s) on or before the day of the associate's return to work. The purpose of the medical release, if required, is to verify the associate's absence and properly authorize a safe return to work.

A medical release from the associate's attending physician(s) also may be required under the following circumstances:

- If the associate has been absent due to any type of work-related injury
- If the associate has been absent due to any type of extended medical leave
- If a pattern of absenteeism has been established

Failure to comply may result in corrective action up to and including termination and discontinuation of benefits in accordance with the Attendance Policy.

Time Keeping

Associates must be enrolled in the time clock by an authorized manager/supervisor. Enrollment permits associates to clock in/out using a combination of a 5-digit clock number and a fingerprint scan. Accurately recording time worked using the time clock is the responsibility of every associate. Federal/State laws require the Resort to keep an accurate record of time worked in order to calculate associate pay and benefits. The associate's manager or supervisor will review and approve the time record before submitting it for payroll processing. If corrections or modifications are necessary, associates must submit a Missed Punch Form to their manager to verify the accuracy of the changes.

It is the associate's responsibility to ensure they are clocking appropriately for scheduled shifts, meal periods and using the appropriate primary/secondary work assignment (as required). Associates are only permitted to clock in on their own time record. Recording time on another

associate's time record; or altering, falsifying, or tampering with time records may result in disciplinary action, up to and including termination of employment.

Ceridian Dayforce requires associates to clock within the confines of their schedule and will restrict early clock in to no more than three (3) minutes prior to scheduled start time. If an associate needs to clock in early, an authorized manager or supervisor must override the punch at the time clock or the associate must complete a Missed Punch Form.

Break Periods

Paid break periods (usually between 5 and 15 minutes) may be provided at manager discretion. Break times will be assigned by department managers only and are considered time worked.

Meal Periods

Associates are required by New York State Law to take either an unpaid 30-minute meal period between 11:00am and 2:00pm for shifts (6) hours or longer QR, if the shift is more than (6) hours and starts between 1:00pm and 6:00am, an unpaid 45-minute meal period at the midpoint of the shift. Associates also may be entitled to an additional paid 20-minute meal period between 5:00pm and 7:00pm on days the associate works from before 11:00am until after 7:00pm. Meal periods will be scheduled by department managers to accommodate operating requirements. Associates must clock in/out for meal periods; failure to do so can result in disciplinary action, up to and including termination of employment.

Meetings & Training

Mandatory, compensated meetings and training are held on a regularly scheduled basis and it is the associate's responsibility to attend as scheduled. Failure to report for meetings or training will be treated as an absence from work.

Overtime

Overtime compensation is paid in accordance with federal/state labor laws to non-exempt associates at 1½ times the associate's regular rate of pay for all hours worked over (40) in a work week. The overtime rate for tipped associates is calculated by multiplying the tipped wage by 1.5 and then subtracting the tip credit.

The workweek begins at 12:00 a.m. on Monday (the first day of the pay period) and ends at 11:59 p.m. on Sunday (the last day of the pay period). In general, "hours worked" includes all time an associate is required to be on duty or on Resort premises, or at any other prescribed place of work. Overtime pay is based on actual hours worked. Paid time off (PTO) is not considered hours worked for purposes of calculating overtime pay.

Associates are required to obtain approval from their supervisor before working overtime. This policy should in no way be interpreted as an invitation or instruction to work "off the clock" to

avoid overtime. All hours worked and meal periods should be recorded in the time keeping system. Employees who fail to obtain approval prior to working beyond their scheduled hours will be subject to disciplinary action, up to and including termination.

Hospitality and Miscellaneous Wage Orders

The Hospitality Wage Order applies to all associates working in New York State for the hotel/restaurant industry. The Miscellaneous Wage Order applies to all other associates working in New York State. These orders establish requirements for minimum wage, tip allowances, overtime, extra pay, notice of pay rate/pay day and deductions from pay. See the basic requirements outlined below.

Call-In Pay

Call-in pay is an additional wage owed to associates who, by request or permission of the Resort, report to work on any day (even if they are sent home early or not assigned to actual work). Call-in pay requires that non-exempt associates be paid a minimum number of hours for reporting to work. Associates who voluntarily leave work or who are suspended or terminated for misconduct are not entitled to call-in pay. See the applicable wage order or Human Resources for additional details.

Day of Rest

Associates covered under the Hospitality Wage Order are entitled to 24 hours of consecutive rest in a seven (7) day calendar week.

Deductions and Expenses

Wages will not be subject to deductions, except as dictated by federal, state and local Laws. Examples of prohibited deductions in New York State include those for spoilage/breakage, cash shortages and fines or penalties for policy violations.

Minimum Wage

Associates will be paid at least the basic minimum hourly rate as dictated by federal and state law.

Notice of Pay Rate

The Resort will provide written notice to associates of their rate(s) of pay, designated pay day, the intent to claim allowances (like tip or meal allowances) as part of the minimum wage, and the basis of wage payment (whether paying by hour, shift, day, week, etc.) The notice will be provided at the time of hire, with a wage increase for associates covered by the Hospitality Wage Order and at least seven (7) days prior to a reduction in pay. All wage increases will be reflected on the associate's pay statement the following pay period. Associates must sign/date the completed notice and will be provided with a copy.

Split Shift and Spread of Hours Pay

Spread of hours pay is owed to associates when the length of time between the beginning and end of a workday is greater than 10 hours, there is a split shift or both. The length of time includes

any time off-duty, including meals, rest periods or time between shifts. Associates who work a spread of hours or split shift in a single workday are entitled to one additional hour's pay at minimum wage for that day.

Uniforms

The Resort dress code/uniform requirements may vary based on department. In accordance with federal/state laws and department specific policies, the Resort will either provide a reasonable number of "wash and wear" uniforms for each associate or an associate may wear ordinary clothing of a designated style.

Tipped Associates

A tip is money given by a customer to an associate for service provided to the customer. Customers can give a tip in the form of cash, check, credit card or any other form of payment. Charges made to the customer in addition to charges for food, drink, lodging, and other specified materials or services is presumed to be a tip, and must be given to the associate who provides customer service.

Associates are considered tipped when any portion of their income is earned through tips. Federal and state laws require that associates report all of the tips they receive. Associates are required to record their tips upon completion of each shift; management will instruct associates on the procedures to be followed. Tips are considered income and are, therefore, subject to federal, state, and local income taxes, which will be deducted from each paycheck. All tips will subsequently be recorded on the associate's W-2 received at the end of each calendar year. Reporting anything less than 100% of tips received could result in owing substantial taxes, penalties and interest to the Internal Revenue Service and will result in corrective counseling, up to and including termination.

Tip Credit

The Resort takes a tip credit towards the minimum wage based on an associate's ability to earn tips and gratuities. If tipped associates do not receive enough tips over the course of a week, payroll will adjust wages to minimum hourly rates for the first 40-hours and 1½ times that amount per hour for hours over (40) in the work week to make up the difference.

Gratuities

The Resort will not demand or accept, directly or indirectly, any part of the gratuities received by an associate, or retain any part of a gratuity or of any charge purported to be a gratuity for an associate.

Tip Sharing and Tip Pooling

Tip sharing is the practice where a tipped associate gives a portion of his/her tips to another eligible associate who participated in providing service to customers.

Tip pooling is the practice where tipped earnings are intermingled in a common pool and redistributed to eligible associates. Eligibility of associates to receive tipped income is based on regular job duties.

The Resort does not require directly tipped associates to contribute a greater percentage of tips to indirectly tipped associates through tip sharing or tip pooling than is customary or reasonable.

Working Tipped and Non-Tipped Occupations on the Same Day

On any day that a tipped associate works a non-tipped occupation for 2 hours or more than 20 percent of the work shift (whichever is less), the wages of the associate shall not be subject to a tip credit for the day.

Pay Periods & Payday

Associates are paid weekly on Friday, for all work performed through the end of the previous payroll period. Payroll periods begin on Monday and end on Sunday.

In the event that a regularly scheduled payday falls on a holiday, associates may receive their pay on the weekday immediately prior to the regularly scheduled payday.

On the receipt of the associate's first pay, it is recommended that the associate review all the pertinent information to make sure that it was correctly entered into the system. The Resort will maintain payroll records in accordance with all applicable federal, state and local laws. In addition, paystubs are available online using Ceridian Dayforce.

Option to Use Direct Deposit or Paycard

In an effort to promote a convenient and paperless payroll process, the Resort encourages all associates to choose electronic deposit. To enroll in direct deposit, associates must complete an enrollment form in orientation or on Ceridian Dayforce and provide bank certified verification of account and routing numbers.

For associates who do not have a bank account, the Resort offers a "paycard" that works like a debit card. Additional details can be found in the "paycard" user guide and cardholder agreement available from Human Resources.

If it is the associate's preference, funds may still be received via paper check. Paper checks are not available for onsite pickup and will be mailed each week by Payroll to the address on file in Ceridian Dayforce.

Check Cashing

The Resort will not accept and/or cash either personal checks or paychecks/paycards. No exceptions.

Lost or Expired Paychecks

It is the responsibility of every associate to cash their pay check in a timely manner. Do not hold onto checks until end of employment or season and attempt to cash, as they will expire after 6 months. Associates should promptly notify Human Resources or Payroll if a paycheck was lost or stolen. No replacement checks will be issued until it can be confirmed that the original check was not deposited or cashed.

Payroll Deductions

The law requires that the Resort make certain mandatory deductions from every associate's pay, including, but not limited to, Federal Withholding Tax, Social Security Tax, Medicare Tax, State/City Withholding Tax, and court ordered deductions (e.g. Child Support). This list is not all-inclusive. Other deductions, as determined by federal and state law, will be made when necessary.

Since the Resort offers additional programs and benefits, eligible associates may voluntarily authorize deductions from their pay to cover the costs of participation in these programs, where applicable by law. If a timely election is made to participate in any of the Resort's benefit programs, the payroll deductions will begin with the pay period in which the effective date of the elected benefit occurs.

All mandatory and voluntary deductions will be itemized on the associate's pay stub.

Pay Corrections

It is the intent of the Resort to ensure that associates receive the correct amount of compensation in each pay period and that associates are paid promptly on the scheduled payday. In the unlikely event that there is an error in the amount of pay, the associate should promptly bring the discrepancy to the attention of management for resolution by Payroll.

Accessing Tax Information on Ceridian Dayforce

Annual and historical W-2s are available on Ceridian Dayforce, which can be accessed by current and former employees. Please use the following steps to view/print W-2:

1. Log into Ceridian Dayforce (www.dayforcehcm.com) using credentials
2. Select Earnings using drop down menu on upper left side of Home Screen
3. Select Year End Forms (tab on right of "Earning Statements")
4. Click on "W-2 - Scott's Peek 'n Peak LLC"
5. To print, select the blue Print Icon on the upper right side of screen

If you have never logged into Dayforce or are experiencing difficulty, please review the Employee Instructions for Dayforce on page 71 in the Resort Handbook.

ASSOCIATE CONDUCT AND WORK STANDARDS

Associate Conduct and Work Standards

Associate conduct and work standards have been established to promote a productive and safe work environment. All associates are expected to adhere to certain standards of behavior and rules of conduct while at work and at Resort-sponsored events. It is an associate's responsibility to be aware of, understand and comply with these standards. If you have any questions concerning any Resort policy, or any of the unacceptable activities listed below, please see your supervisor, manager or Human Resources for an explanation. Nothing in this policy is intended to or should be interpreted to preclude or interfere with associates' discussions about terms and conditions of employment or any other legally protected rights.

The following list of unacceptable activities does not include all types of conduct that may result in corrective counseling or disciplinary action, up to and including termination of employment. Nothing in this list alters the at-will nature of employment. Either the associate or Resort may terminate the employment relationship at any time and in the absence of any violation of these rules:

- A) Violation of any Resort policy.
- B) Unsatisfactory performance or conduct.
- C) Poor attendance, including excessive absenteeism or habitual absences, absences without justification, late arrival for work shifts, meetings or training, failure to timely report an absence or any absence without notice, and/or leaving the job before the end of a shift without permission.
- D) Excessive or habitual missed punches (forgetting to clock in or out), or failure or refusal to clock out for meal periods and/or other time away from work.
- E) Improper or unauthorized use of time clock, meal periods, paid time off or leave.
- F) Failure to follow policies/procedures relative to shift trading, posting and swapping in Ceridian Dayforce.
- G) Sleeping or wasting time during work hours.
- H) Failure to report to work in uniform or otherwise meet dress and grooming requirements (i.e. projecting a clean and neat appearance, wearing uniform, name tag, protective equipment, and appropriate footwear).
- I) Lying, intentionally deceiving, or improperly withholding information.
- J) Falsifying or misrepresenting any information provided on employment applications, records of attendance, timekeeping records or other employment documents.
- K) Falsifying, concealing or unauthorized taking, copying or destruction of Resort records.
- L) Unauthorized release of confidential information, including sharing sensitive or proprietary information about the Resort or its clients, franchise partners, or employees (current or former).
- M) Engaging in outside employment or other activities which create a conflict of interest, as defined by policies on Outside Employment and Conflicts of Interest.

- N) Deliberate or reckless damage to, or theft, attempted theft or inappropriate removal or possession of any property, services or assets of the Resort, its associates or guests, including failure to report knowledge or suspicion of aforementioned behavior. LEGAL ACTION WILL BE TAKEN AGAINST ANY ASSOCIATE CAUGHT IN THE ACT OF THEFT.
- O) Providing goods or services to friends, employees or guests at no cost or discounted cost without written authorization from management.
- P) Unauthorized or illegal entry into a guest's room or other Resort property.
- Q) Unauthorized, negligent or improper use of Resort property, equipment, software, funds, vehicles, or documents.
- R) Engaging in criminal conduct or acts of violence, fighting or provoking a fight, or threatening violence toward anyone while on Resort property.
- S) Possession, transportation or use of dangerous or illegal weapons, including but not limited to explosives, guns, knives, Tasers and/or pepper spray, while on Resort property or while on working time, regardless of whether or not licensed.
- T) Notwithstanding subsection (U) below, testing positive for, or being under the influence of alcohol, legal drugs, illegal drugs, or any substance which impairs workplace performance.
- U) Being under the influence of medical marijuana Testing positive for medical marijuana will not result in discipline or termination, unless the employee comes to work while still under the effects and impairment caused by medical marijuana.
- V) Possession, distribution, sale, transfer or use of alcohol or illegal drugs on Company property, including Company vehicles, or anywhere while on duty.
- W) Possession, distribution, sale, transfer or use of medical marijuana on Company property, including Company vehicles, or anywhere while on duty.
- X) Insubordination or other disrespectful conduct.
- Y) Bullying, as defined by the Bullying in the Workplace Policy.
- Z) Sexual or other unlawful or unwelcome harassment, as defined by Sexual & Unlawful Harassment Policy.
- AA) Using obscene or abusive language.
- BB) Violation or neglect of safety rules.
- CC) Engaging in pranks or horseplay.
- DD) Violation of the Operation of Company Vehicle Policy, including, but not limited to, failure to report traffic violations, failure to maintain a valid driver's license, speeding, careless driving and/or abuse of Resort vehicles.
- EE) Failure to report an injury or making a false report of an injury.
- FF) Smoking or use of smokeless tobacco (including electronic cigarettes/vapes) in unauthorized areas, within guest view, in company vehicles, or in private vehicles used for company business, or taking unauthorized breaks to smoke.
- GG) Posting, removing or altering notices on any bulletin board on Resort property without permission.
- HH) Any off-duty conduct which reflects poorly on the Resort, has the effect of jeopardizing or damaging the Resort's interests, and/or impairs an associate's ability to perform his/her position safely and effectively.

- II) Violation of Internet Use Policy or Data Security Policies, including but not limited to improper use of company equipment, connecting personal devices to the company network for unauthorized and/or unlawful purposes, connecting personal devices to Point of Sale Terminals, improper/illegal recording, storing and/or sharing of credit card information or other sensitive personal information of customers or employees.
- JJ) Using a cell phone or the internet for non-business purposes during working time, including but not limited to, making non-emergency phone calls, sending text messages, gaming and/or interacting on social media.
- KK) Failure to follow procedures for cash handling, including using POS System to maintain accurate records of sales transactions and ensuring there are no overages or shortages in the cash drawer.
- LL) Treatment of guests or other visitors which is discourteous, inappropriate or in any way below the Resort's standard of customer care.
- MM) Receipt of a guest complaint in result of poor performance or conduct.
- NN) Inefficient, incompetent or negligent performance of duties, failure to perform duties, or failure to perform duties in a prompt and reasonable manner. Refusal or inability to improve job performance within a reasonable period.
- OO) Insubordination or refusal/failure to carry out a directive of a supervisor, except where compliance may result in a violation of policy/law or jeopardize an associate's health/safety.
- PP) Behavior that disrupts the harmonious and cooperative working environment or interferes with the job performance of others.
- QQ) Behavior that is contrary to the interests or inconsistent with the sound business practices maintained by the Resort.
- RR) Socializing at a company-owned establishment in uniform or immediately before/after (or during) work shift, including being seated at the bar and/or not making payment for all food and beverages.

Disciplinary actions are approached on a case-by-case basis for each individual. Some incidents of severe misconduct, incompetence, or negligence may result in immediate termination.

Sexual and Other Unlawful Harassment

The Resort is committed to maintaining a workplace free from sexual harassment. Sexual harassment is a form of workplace discrimination. All employees are required to work in a manner that prevents sexual harassment in the workplace. This policy is one component of the Resort's commitment to a discrimination-free work environment. Sexual harassment is against

the law¹ and all employees have a legal right to a workplace free from sexual harassment. Employees are urged to report sexual harassment by filing a complaint internally with Human Resources. Employees can also file a complaint with a government agency or in court under federal, state or local anti-discrimination laws.

Policy:

This policy applies to all employees, applicants for employment, interns, whether paid or unpaid, contractors and persons conducting business, regardless of immigration status, with the Resort. In the remainder of this policy, the term "employees" refers to this collective group.

Sexual harassment will not be tolerated. Any employee or individual covered by this policy who engages in sexual harassment or retaliation will be subject to remedial and/or disciplinary action (e.g., counseling, suspension, termination).

Retaliation Prohibition: No person covered by this Policy shall be subject to adverse action because the employee reports an incident of sexual harassment, provides information, or otherwise assists in any investigation of a sexual harassment complaint. The Resort will not tolerate retaliation against anyone who, in good faith, reports or provides information about suspected sexual harassment. Any employee who retaliates against anyone involved in a sexual harassment investigation will be subject to disciplinary action, up to and including termination. All employees, paid or unpaid interns, or non-employees working in the workplace who believe they have been subjected to retaliation should inform a supervisor, manager, or Christine Simon, HR Director. All employees, paid or unpaid interns or non-employees who believe they have been a target of retaliation may also seek relief in other available forums, as explained below in the section on Legal Protections.

Sexual harassment is offensive, a violation of our policies, unlawful, and may subject the Resort to liability for harm to targets of sexual harassment. Harassers may also be individually subject to liability. Employees of every level, who engage in sexual harassment or who allow such behavior to continue, will be penalized for such misconduct.

The Resort will conduct a prompt and thorough investigation that ensures due process for all parties whenever management receives a complaint about sexual harassment, or otherwise knows of possible sexual harassment occurring. The Resort will keep the investigation confidential to the extent possible. Effective corrective action will be taken whenever sexual harassment is found to have occurred. All employees, including managers and supervisors, are required to cooperate with any internal investigation of sexual harassment.

¹ While this policy specifically addresses sexual harassment, harassment and/or discrimination on the basis of any protected classes is prohibited. In New York State, such classes include age, race, creed, color, national origin, sexual orientation, military status, sex, disability, marital status, domestic violence victim status, gender identity and criminal history. In Pennsylvania, protected classes include race, color, age, sex, ancestry, national origin, religion, disability and the use of guide or support animals for a disability. Local laws prohibiting harassment and/or discrimination also may apply. See the Resort's policy on Equal Employment Opportunity for additional information regarding the Resort's commitment to maintaining a discrimination-free work environment.

All employees are encouraged to report any harassment or behaviors that violate this policy. The Resort will provide all employees a complaint form for employees to report harassment and file complaints.

Managers and supervisors are required to report any complaint that they receive, or any harassment that they observe or become aware of, to Human Resources.

This policy applies to all employees, paid or unpaid interns, and non-employees and all must follow and uphold this policy. This policy is provided to all employees and is posted prominently in all work locations to the extent practicable.

What Is "Sexual Harassment"?

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.

Sexual harassment includes unwelcome conduct of a sexual nature, or which is directed at an individual because of that individual's sex, when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, which interfere with the recipient's job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called "quid pro quo" harassment.

Any employee who feels harassed should report the harassment so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

Examples of Sexual Harassment

The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited:

Physical acts of a sexual nature, such as:

- Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body or poking another employee's body;
- Rape, sexual battery, molestation or attempts to commit these assaults.
- Unwanted sexual advances or propositions, such as:
 - A) Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion or other job benefits or detriments;
 - B) Subtle or obvious pressure for unwelcome sexual activities.
 - C) Sexually oriented gestures, noises, remarks or jokes, or comments about a person's sexuality or sexual experience, which create a hostile work environment.
 - D) Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
 - A) Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
 - B) Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity and/or the status of being transgender, such as:
 - C) Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
 - D) Sabotaging an individual's work;
 - E) Bullying, yelling, name-calling.

Who can be a target of sexual harassment?

Sexual harassment can occur between any individuals, regardless of their gender. The law protects employees, paid or unpaid interns, and non-employees, including independent contractors, and those employed by companies contracting to provide services in the workplace. Harassers can be a superior, a subordinate, a coworker or anyone in the workplace, including an independent contractor, contract worker, vendor, client, customer or visitor.

Where can sexual harassment occur?

Unlawful sexual harassment is not limited to the physical workplace itself. It can occur while employees are traveling for business or at employer-sponsored events or parties. Calls, texts, emails, and social media usage by employees can constitute unlawful workplace harassment,

even if they occur away from the workplace premises, on personal devices or during non-work hours.

Retaliation

Unlawful retaliation can be any action that could discourage a worker from coming forward to make or support a sexual harassment claim. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g., threats of physical violence outside of work hours).

Such retaliation is unlawful under federal, state, and (where applicable) local law. The New York State Human Rights Law and applicable laws of other states protect any individual who has engaged in "protected activity." Protected activity occurs when a person has:

- made a complaint of sexual harassment, either internally or with any anti-discrimination agency;
- testified or assisted in a proceeding involving sexual harassment under the Human Rights Law or other anti-discrimination law;
- opposed sexual harassment by making a verbal or informal complaint to management, or by simply informing a supervisor or manager of harassment;
- reported that another employee has been sexually harassed; or
- encouraged a fellow employee to report harassment.

Even if the alleged harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of harassment.

Reporting Sexual Harassment

Preventing sexual harassment is everyone's responsibility. The Resort cannot prevent or remedy sexual harassment unless it knows about it. Any employee, paid or unpaid intern or non-employee who has been subjected to behavior that may constitute sexual harassment is encouraged to report such behavior to a supervisor, manager or human resources. Anyone who witnesses or becomes aware of potential instances of sexual harassment should report such behavior to a supervisor, manager or human resources.

Reports of sexual harassment may be made verbally or in writing. A form for submission of a written complaint is available from human resources, and all employees are encouraged to use the complaint form. Employees who are reporting sexual harassment on behalf of other employees should use the complaint form and note that it is on another employee's behalf.

Employees, paid or unpaid interns or non-employees who believe they have been a target of sexual harassment may also seek assistance in other available forums, as explained below in the section on Legal Protections.

Supervisory Responsibilities

All supervisors and managers who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing behavior or for any reason suspect that sexual harassment is occurring, are required to report such suspected sexual harassment to human resources.

In addition to being subject to discipline if they engaged in sexually harassing conduct themselves, supervisors and managers will be subject to discipline for failing to report suspected sexual harassment or otherwise knowingly allowing sexual harassment to continue.

Supervisors and managers will also be subject to discipline for engaging in any retaliation.

Complaint and Investigation of Sexual Harassment

All complaints or information about sexual harassment will be investigated, whether that information was reported in verbal or written form. Investigations will be conducted in a timely manner, and will be confidential to the extent possible. All persons involved, including complainants, witnesses and alleged harassers will be accorded due process, as outlined below, to protect their rights to a fair and impartial investigation.

Any employee may be required to cooperate as needed in an investigation of suspected sexual harassment. The Resort will not tolerate retaliation against employees who file complaints, support another's complaint or participate in an investigation regarding a violation of this policy.

While the process may vary from case to case, investigations will generally be completed in accordance with the following:

- Upon receipt of a complaint, the Resort will conduct an immediate review of the allegations, and take any interim actions (e.g., instructing the respondent to refrain from communications with the complainant), as appropriate. If the complaint is verbal, the individual will be encouraged to complete a "Complaint Form" in writing.
- Relevant documents, emails and/or phone records will be obtained, reviewed and preserved to the extent possible.
- All parties involved, including any relevant witnesses, will be interviewed;
- The investigation will be documented (e.g. in a letter, memo or email) and will contain the following:
 - A) A list of all documents reviewed, along with a detailed summary of relevant documents;
 - B) A list of names of those interviewed, along with a detailed summary of their statements;
 - C) A timeline of events;
 - D) A summary of prior relevant incidents, reported or unreported; and
 - E) The basis for the decision and final resolution of the complaint, together with any corrective action(s).

- Written documentation and associated documents will be maintained in a secure and confidential location.
- The individual who reported and the individual(s) about whom the complaint was made will be notified promptly of the final determination and corrective actions will be implemented.
- The individual who reported the harassment will be informed of his/her right to file a complaint or charge externally as outlined in the next section.

Legal Protections and External Remedies

Sexual harassment is not only prohibited by the Resort but is also prohibited by state, federal, and, where applicable, local law.

Aside from the internal process at the Resort, employees may also choose to pursue legal remedies with the governmental entities described below. While a private attorney is not required to file a complaint with a governmental agency, you may seek the legal advice of an attorney.

In addition to those outlined below, employees in certain industries may have additional legal protection.

New York State Human Rights Law (HRL)

The Human Rights Law (HRL), codified as N.Y. Executive Law, art. 15, § 290 et seq., applies to all employers in New York State with regard to sexual harassment, and protects employees, paid or unpaid interns and non-employees, regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with the Division of Human Rights (DHR) or in New York State Supreme Court.

Complaints with DHR may be filed any time within one year of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three years of the alleged sexual harassment. An individual may not file with DHR if they have already filed a HRL complaint in state court.

Complaining internally to the Resort does not extend your time to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment.

You do not need an attorney to file a complaint with DHR, and there is no cost to file with DHR.

DHR will investigate your complaint and determine whether there is probable cause to believe that sexual harassment has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If sexual harassment is found after a hearing, DHR has the power to award relief, which varies, but may include requiring your employer to take action to stop the harassment, or redress the damage caused, including paying of monetary damages, attorney's fees and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458. You may call (718) 741-8400 or visit: www.dhr.ny.gov.

Contact DHR at (888) 392-3644 or visit dhr.ny.gov/complaint for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for DHR's regional offices across New York State.

Civil Rights Act of 1964

The United States Equal Employment Opportunity Commission (EEOC) enforces federal anti-discrimination laws, including Title VII of the Civil Rights Act of 1964 (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint, and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court.

The EEOC does not hold hearings or award relief, but may take other action, including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC.

An employee alleging discrimination at work can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at www.eeoc.gov or via email at info@eeoc.gov.

Administrative complaints filed with state agencies (DHR or PHRC) are dual filed with the EEOC to preserve the right to proceed in federal court.

Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists.

Contact the Local Police Department

If the harassment involves unwanted physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the local police department.

Bullying in the Workplace

Workplace bullying refers to repeated, unreasonable actions of an individual (or a group) directed toward an associate (or group of associates) which are intended to intimidate, degrade, humiliate or undermine, or which create a risk to the health or safety of the targeted individual(s). In an effort to provide a safe workplace, bullying is unacceptable and the Resort will not tolerate it

under any circumstances. Any associate, supervisor or manager who violates this policy will be subject to disciplinary action, up to and including termination of employment.

Examples of conduct prohibited by this policy include, but are not limited to:

- Purposeful social or physical exclusion from work-related activities (ex: electronic/written communications, important discussions, meetings, etc.);
- Gestures that convey threatening messages;
- Manipulating or interfering with the ability of an associate to perform his/her job duties;
- Unwanted physical contact or conduct of a threatening, intimidating or humiliating nature, such as pushing, shoving, kicking, poking, tripping, physically assaulting or threatening physical assault, and/or damaging a person's work area or property; and/or
- Verbal or online (via e-mail, internet, social media or text message) abuse, including, but not limited to, spreading malicious rumors and gossip; slandering, ridiculing or maligning an associate or associate's family; persistent name calling that is hurtful, insulting or humiliating; making abusive, derogatory and/or offensive remarks; or yelling at or reprimanding publically with the intent to humiliate.

The Resort encourages associates to report workplace bullying immediately to their supervisor, manager or human resources. All complaints of workplace bullying will be treated seriously and investigated promptly, ensuring confidentiality to the extent possible. Retaliation against any individual who makes a complaint or participates in the investigation of a complaint is strictly prohibited.

Workplace Violence

The Resort strives to maintain a safe work environment free from intimidation and workplace violence which may include, but are not limited to, hostile behavior or threats, physical or verbal abuse, vandalism, arson, sabotage, use of weapons and/or carrying weapons of any kind onto Resort property. Resort associates, guests, vendors and business associates should be treated with professional courtesy and respect at all times. Associates are expected to refrain from conduct that may be dangerous to themselves or others. Conduct that threatens, intimidates or coerces another associate, guest, vendor or business associate will not be tolerated.

Resort resources may not be used to threaten, stalk or harass anyone at or outside the workplace. The Resort reacts to threats coming from an abusive personal relationship as it does other forms of violence. Associates should promptly inform management and Human Resources of any protective or restraining order they have obtained that lists the workplace as a protected area. Associates are encouraged to report safety concerns with regard to violence. The Resort is committed to supporting victims of violence by providing referrals to community resources and providing time off for reasons related to violence.

Indirect or direct threats of violence, incidents of actual violence and suspicious individuals or activities should be reported as soon as possible to a Manager/Supervisor, Human Resources and Security. When reporting a threat or incident of violence, the associate should be as specific and detailed as possible. Associates should not place themselves in peril, nor should they attempt to intercede during an incident.

Investigations and Enforcement

The Resort will promptly and thoroughly investigate all reports of threats of violence or incidents of actual violence and of suspicious individuals or activities. The Resort will not retaliate against associates making good-faith reports of violence, threats or suspicious individuals or activities. To maintain workplace safety and the integrity of its investigation, the Resort may suspend associates suspected of workplace violence or threats of violence, either with or without pay, pending results of investigation.

Anyone found to be responsible for threats of or actual violence or other conduct that is in violation of this policy will be subject to prompt disciplinary action, up to and including termination of employment. The Resort encourages associates to bring their disputes to the attention of management or Human Resources before the situation escalates or becomes a safety concern.

Corrective Counseling Policy

Poor performance or violation of Resort policies and/or rules of conduct may subject the associate to disciplinary action, up to and including termination of employment. Each occurrence will be handled on a case-by-case basis according to the circumstances. The Resort will consider the nature and severity of the infraction, and may consider the associate's work record, including prior conduct and discipline, when determining appropriate disciplinary action. In some cases, the severity of the misconduct, and/or repeated incidents of misconduct (even if different infractions), may result in termination of employment.

COMMUNICATION

Associate Relations

The Resort has an "Open Door" policy and is sincerely interested and committed to the best possible resolution of any associate's work related problem. No problem is too small or unimportant and will be given the utmost consideration.

The Resort believes that the working conditions, wages, and benefits it offers to its associates are competitive with those offered by other employers in this area and in this industry. If associates have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to their supervisor/manager or Human Resources.

Experience has shown that when associates deal openly and directly with management, the work environment can be excellent, communications can be clear, and attitudes can be positive. The Resort demonstrates its commitment to associates by responding effectively to associate concerns.

Bulletin Boards

Bulletin boards located near the time clocks or in another designated area of Resort, are an important resource for communicating federal and state labor laws and other Resort information. In order to remain in compliance and keep these areas organized, associates are not permitted to post, remove or alter anything on Resort bulletin boards without authorization. Bulletin boards should be updated by Human Resources, management or with prior approval only.

Employment Records & Data Changes

The Resort maintains a personnel file on each associate through the Human Resources Department. Personnel files are the property of the Resort and access to the information they contain is restricted. Generally, only managers with a legitimate reason to review information in a file are allowed to do so. With reasonable advance notice, associates may review their own personnel files in the presence of an individual appointed by the Resort. Medical records, if any, will be kept in a separate, confidential file.

It is the responsibility of associates to use Ceridian Dayforce to change the following information: personal mailing addresses, telephone numbers, number and names of dependents, federal/state tax information, marital status, change in beneficiaries for insurance or other benefits (as applicable), individuals to be contacted in the event of emergency. The accuracy of this information is vital to the proper administration of paychecks and any applicable benefits.

Internet Use Policy

Internet Use Policy outlines the acceptable and unacceptable use of the internet and related technologies within our organization. The purpose of this policy is to ensure the proper use of company resources, protect the security and integrity of our systems, and mitigate risks associated with internet usage.

Associates are expected to use company-provided internet access and related resources responsibly and in an ethical manner that aligns with their job responsibilities. Internet usage for work-related activities such as research, communication, and accessing company systems is permitted and encouraged. Care must be taken by all associates to ensure that accessing the Internet does not jeopardize performance. Ethical usage of the internet resources by associates is expected.

Internet usage will be monitored, and site restriction enforced depending on content to ensure appropriate use and compliance with this policy. Associates should have no expectation of

privacy in using company internet resources. Scott Enterprises reserves the right to monitor internet usage, including website visits, emails and other online activities conducted on company-owned devices or networks. Violation of this policy subjects the associate to immediate revocation of system privileges and may result in further disciplinary action, up to and including termination of employment.

Associates are expected to be knowledgeable of the Internet Use Policy.

Any questions should be directed to management, Human Resources or the Information Technology (IT) Department.

Authentication Process

Access to company computers, network, and email require authentication. Associates with a company email are assigned a user account. The associate is responsible to create and maintain a secure password. The associate will also be required to setup Multifactor authentication for increased security of their account. The username and password is the responsibility of the individual to whom it is assigned and should not be shared with any other individual. Use of the username and password by other individuals (e.g., family members) to gain access to the Scott's network and internet makes the associate responsible for any and all actions of those individuals.

Ethical Use of Internet

All electronic communications are the property of Scott Enterprises and, as such, at any time and without prior notice, management reserves the right to examine e-mail, personal file directories, and other information stored on company resources or sent through the network. This examination helps to ensure compliance with internal policies, supports the performance of internal investigations, and assists the management of information systems. Management may monitor access to the Internet. Use of the Internet constitutes acceptance of such monitoring. Associates are prohibited from engaging in any illegal activities, including but not limited to the unauthorized distribution of copyrighted material, accessing or distributing pornography, and engaging in activities that violate local, state, or federal laws. Associates are also prohibited from visiting websites or engaging in activities that are offensive, discriminatory, or harassing to others based on race, gender, religion, sexual orientation, disability, or any other protected characteristic. Associates are forbidden from using profanity or vulgarity when sending emails or posting to public forums (i.e., social media, newsgroups). The Internet and email access may not be used for transmitting, retrieving or storing any communication of a defamatory, discriminatory or harassing nature or materials that may be viewed as obscene or pornographic. The associate must abide by all federal and state laws regarding information sent through the Internet. This policy strictly prohibits unauthorized release or disclosure of any proprietary information through the Internet or through any other means. Associates are also prohibited from using company resources for personal financial gain, including but not limited to online gambling, trading stocks, or conducting personal business activities unrelated to work.

Downloading Software

Associates are prohibited from downloading software from the Internet without prior approval from the IT department. Downloading games, videos and/or music files from the Internet is prohibited. Installing unauthorized software or downloading files that may contain malware, viruses, or other harmful software that could compromise the security of company systems. Any unauthorized software or files found on company owned systems may be removed by the IT Department without warning. If the associate finds that any damage occurred as a result of downloading software or files, the incident should be reported immediately to the IT Help Desk.

Data Security Policy

All associates are responsible for complying with the PCI Security Standard Council's regulations relative to data security, including actively protecting customer cardholder information.

Recording Data

- Never record, copy, or store cardholder data, such as: Account Number, PIN, 3-Digit Security Code or Magnetic Strip Information on any computer, thumb-drive, CD, DVD etc. It is permissible to record the last 4-digits of account number only.
- Electronic and physical copies of cardholder data not prohibited by this policy (ex: last 4-digits of account number) may be stored only, if necessary, for as long as necessary. Data prohibited by this policy must not be recorded, copied or stored.

Storing Data

- Records of cardholder data must be treated like cash and kept in a locked and restricted area.
- Records must not be removed from the secure area without formal management approval, accompanied by a log of these transactions.

Sharing Data

- Never share cardholder data with anyone outside of the company or with anyone inside the company who does not have management approval to access.
- No computers (other than Point of Sale Terminals) may be used to transmit or share cardholder data.
- Computers and/or other electronic devices that are not company-owned are prohibited from connecting to the company's computer network without formal management approval.

Point of Sale Terminals

- Connecting computers and/or other electronic devices to Point of Sale Terminals is prohibited.
- Physical access to Point of Sale Terminals is restricted without formal management approval.

In the event of suspicious behavior, or a security problem, contact the IT Help Desk immediately.

Social Media

Scott Enterprises views social media and networking sites as powerful tools to strengthen company brands and to positively impact the communities we serve. For purposes of this policy, “social media” is defined as communicating or posting information or content of any sort on the Internet, including blogs/forums, chat rooms, email, instant messaging, online profiles, pictures, video, personal websites, podcasts, social networking and all other forms of electronic communication, whether or not associated or affiliated with the Resort.

Examples of social media applications include Facebook/Messenger, Flickr, Foursquare, Google+, Instagram, Kik, LinkedIn, Periscope, Pinterest, Reddit, Snap Chat, YouTube, Tumblr, Twitter, Yelp, Wikipedia and ZoomInfo.

Social media can be a fun and rewarding way to share life experiences and opinions with family, friends, co-workers and the world. It is not the Resort's intention to restrict an associate's ability to have an online presence. However, use of social media presents certain risks and carries with it user responsibilities. The Resort has established guidelines to assist associates with making responsible decisions regarding use of social media. Associates should carefully consider these guidelines and ensure postings are consistent with Resort policies, including those on Internet Use, Bullying, Discrimination, Sexual/Unlawful Harassment and Workplace Violence.

Associates are reminded that individuals who declare their opinions publicly in social media forums are legally responsible for their commentary and may be held personally liable for anything they write or present online. Content placed on the Internet or transmitted via social or other electronic media may never be used to abuse, threaten, harass, or otherwise discriminate against any individual or cause injury to Scott Enterprises, its staff, customers, vendors, suppliers, or any organizations associated with or doing business with Scott Enterprises, or any members of the public, including website visitors who post comments about other social media content.

Associates who choose to participate in social media discussions about the Resort or Scott Enterprises should disclose their employment with the Resort. Associates who identify themselves as employees of the Resort on social media or other public forum are strongly encouraged to state explicitly, in a prominent place, that the views expressed are the associate's own and not those of Scott Enterprises, its representatives or any affiliates. Unless permission is given by the President of Scott Enterprises, in writing, an associate using social media websites is not authorized to speak on behalf of Scott Enterprises or to represent that he/she does so. Do not use work email addresses to register on social networks, blogs or other online tools utilized for personal use.

Associates may not read or post information to social media sites while on work time including, but not limited to, postings made via personal smartphone or other device, unless it is directly related to the performance of the associate's position and has been authorized by management in writing. If the Resort approves or sponsors the use of any social media on its behalf, only

associates designated or authorized by the Resort may prepare content for, delete, edit or otherwise modify content on approved social media. However, even if an associate is not on work time or using equipment provided by the Resort, the associate is still responsible for complying with the guidelines set forth in this policy. Any questions regarding the restrictions and applicability of this policy to any given set of circumstances should be directed to Human Resources.

Associates are prohibited from disclosing any confidential or proprietary information regarding Scott Enterprises, its affiliates and related entities to any unauthorized third party. "Confidential or proprietary information" includes unpublished details about current projects, marketing plans, business strategies, customer lists, pricing, research and development activities, and trade secrets. Associates' posts on social media also must comply with confidentiality obligations imposed by law, including HIPAA. Please see human resources if you have any questions regarding confidentiality. Nothing in this policy is intended, and should not be interpreted, to interfere with, restrict, or prevent employee communications regarding wages, hours, working conditions or other terms and conditions of employment, or any other legally protected rights. Resort associates have the right under the National Labor Relations Act (NLRA) to engage in these types of protected activities.

When an associate is participating in social networking, he/she is representing both themselves personally and the Resort. Ultimately, individuals are responsible for what they choose to post online. Violation of this policy, including, but not limited to, online conduct that adversely affects personal job performance or adversely affects team members, customers, suppliers, people who work on behalf of the Resort or the Resort's legitimate business interests, may result in corrective action up to and including termination.

Phones and Mobile Devices

Business phones are for business use only. No personal calls are permitted during working hours. All personal business should be conducted during the associate's off-hours. Emergency phone calls are acceptable. Guests are welcome to place personal, local phone calls on the Resort phones.

Unless being used for work purposes, cell phones and other electronic devices (mp3/music players, e-readers, gaming devices, etc.) are not to be used while on duty. Associates are only permitted to use their cell phone or other electronic device while on an approved break or meal period, and must be away from guest view in a back room/backstage area. The Resort's Internet Use Policy applies to any cell phone or other electronic device provided by the Resort, as well as to personal cell phones or electronic devices when being used to conduct Resort business.

Additionally, any associates who are required to operate a Resort or personal vehicle in the performance of their duties are prohibited from using a cell phone in any capacity while driving, unless using a hands-free Bluetooth device. Regardless of the circumstances, associates are strongly encouraged to pull off to the side of the road and safely stop the vehicle before placing or accepting a call. Texting or typing while driving is strictly forbidden, even if waiting in traffic.

Under no circumstances are associates allowed to place themselves or others at risk to fulfill business needs. Associates who are charged with traffic violations resulting from the use of a cell phone while driving will be solely responsible for all liabilities that result from such actions.

GENERAL PERSONNEL POLICIES AND PROCEDURES

Drug and Alcohol Policy

The Resort recognizes that services, safety and the overall performance of the organization can be improved by eliminating substance abuse in the workplace. The Resort is committed to maintaining a drug and alcohol free workplace to ensure a safe and productive work environment.

During work time, while on Resort property or in Resort vehicles, or while engaged in work-related activities off Resort premises, it is a violation of this policy for any associate to use, possess, distribute, purchase, receive, sell, solicit or be under the influence of alcohol, illegal drugs, or any drug which impairs an associate's ability to perform his/her position safely and effectively.

Off-duty illegal drug use and/or the use of any substance which results in impaired work performance is strictly prohibited. Behavior or events which may constitute suspicion of impairment may include, but are not limited to:

- Inability to focus or Concentrate
- Unsteadiness
- Delayed Reaction Times
- Slurred speech
- Bloodshot eyes/dilated pupils
- Sudden mood changes
- Etc.

Associates are prohibited from possessing, using, or being under the influence of medical marijuana while on Company premises, in Company vehicles, or anywhere while conducting duties on behalf of the Company. Those associates are specifically prohibited from engaging in certain activities while under the influence of medical marijuana, including, but not limited to, the following:

- Performing any employment duties at heights or in confined spaces;
- Operating or being in physical control of chemicals which require a permit issued by the federal government or a state government, or an agency of the federal government or a state government;

- Performing any task deemed by the Company to be life-threatening;
- Performing any duty which could result in a public health or safety risk;
- Engaging in any conduct which falls below the standard of care normally accepted for the associate's position.

The Company reserves the right to test associates for illegal drug use and/or alcohol use prohibited by this policy. It is a violation of this policy for any associate to:

- test positive for illegal drug use at any time
- test positive for alcohol at a Blood Alcohol Content level of .01% or greater when reporting for duty or while on duty;
- consume alcohol within four (4) hours of a scheduled work shift; be under the influence of medical marijuana while at work or performing any duties for the Company.
- refusal to participate in a drug or alcohol test, deliberately attempt to alter the results of a test, or submit a diluted sample. Refusal to participate in testing will be considered a positive test.

Associates are encouraged to seek help for substance abuse problems before it begins impacting job performance. The Resort may assist with opportunities for rehabilitation to the extent it deems practical. Associates who request assistance must continue to meet all established standards of conduct and job performance. An associate cannot avoid discipline by requesting treatment at the time of an incident. Any associate who violates this policy will be subject to disciplinary action, up to and including termination of employment.

Smoking and Vaping

In keeping with the Resort's intent to provide a safe and healthy work environment, and consistent with New York's Clean Indoor Air Act, smoking and vaping in the workplace is prohibited, without exception. This includes all indoor facilities and Resort vehicles. Smoking also is prohibited in private vehicles when being used for Resort business where at least one non-smoker is present in the vehicle. Smoking and use of chewing tobacco, electronic cigarettes or use of other tobacco products shall continue to be permitted outdoors in designated areas, but may not be used in guest view or as an excuse for a break from work. "Smoke breaks" are not permitted and no more breaks may be taken by smokers than non-smokers.

Appearance Standards

Dress, grooming and personal cleanliness standards contribute to the morale of all associates and affect the business image the Resort presents to customers and visitors. Associates are expected to be neat, well-groomed and appropriately dressed for the requirements of their position. Associates who appear for work inappropriately dressed will be sent home and directed to return to work in proper attire. Under such circumstances, associates will not be compensated for any time away from work.

The following guidelines represent the minimum approved standards of appearance. Associates may be required to meet additional standards set forth by management or the supervisor of a particular work environment. In addition to compliance with the Resort's appearance standards, associates are expected to be familiar with and adhere to department-specific uniform policies.

1. Clothing must be neat, clean and in good repair.
2. Shirt should be free of wrinkles and tucked into pants. Long sleeve or undershirts may be worn if they are white or black with no print or embroidery. Outerwear may not be worn indoors if it covers the uniform shirt.
3. Pants, capris, shorts and skirts should be khaki, black or navy and follow the style guidelines for the work area. If pants have belt loops, then a belt must be worn. Unless specifically outlined in the department uniform policy, jeans are not permitted.
4. No tight fitting or revealing apparel is permitted.
5. Socks and other undergarments are required.
6. Footwear should be consistent with the nature of position and, if applicable, meet safety requirements. Shoes must be clean, in good repair and follow the style guidelines for the work area.
7. Name tag must be visible and worn in designated location at all times.
8. Hair should be clean and neatly styled. In most cases radical hairstyles or colors are not acceptable. Facial hair must be well groomed.
9. Associates are expected to observe good personal hygiene practices. Excessive odors resulting from poor hygiene or perfume/cologne will not be tolerated.
10. Tattoos or other forms of "body art" are generally prohibited and should be concealed by clothing.
11. Generally, associates are not allowed to wear any visible body piercings while at work unless a clear spacer is worn. Associates may wear earrings on the earlobe as long as they are consistent with a professional appearance, do not present a safety concern and are not a distraction.

Uniform items are the property of the Resort. Associates are responsible maintaining their "wash and wear" uniform in good condition, including laundering. All property and materials issued to an associate must be returned immediately upon request or termination of employment. Where permitted by applicable laws, the Resort may withhold from the associate's final paycheck the cost of any items that are not returned when required. The Resort may also take all action deemed appropriate to recover or protect its property.

Consult the department manager or Human Resources with questions as to what constitutes appropriate attire.

Resort Information and Confidentiality

All requests for Resort information must be directed to the manager. Only senior management will communicate with media personnel on any topics related to the Resort or concerning Resort operations. The Resort, in turn, respects the privacy of each associate.

In the course of their employment with the Resort, associates may become aware of confidential and proprietary information of the Resort, including, but not limited to, unpublished details about the business or operations of the Resort, and/or the products, notes, media lists, drawings, plans, processes, or other data of the Resort (“Confidential Information”). To protect the Resort’s Confidential Information, associates are not permitted to disclose Confidential Information to others, directly or indirectly, unless authorized to do so in writing by the Resort. Further, associates are prohibited from reproducing the Confidential Information or using the Confidential Information for any purpose other than in the performance of their duties with the Resort. Any associate who violates this policy is subject to discipline, up to and including termination of employment.

Gossip and Rumors

Rumors are always destructive to all concerned as they benefit no one. For information about the Resort or other actions that may affect employment, ask management or Human Resources. Please be sure to get the facts from the proper source. As team members, all associates are expected to discourage the practice of starting or spreading rumors and to refrain from being a part of gossiping.

Socialization at Resort Establishments

Alcohol use, or the appearance of alcohol use, is strictly prohibited while working (refer to the Resort’s Drug and Alcohol Policy for additional information). Associates who are socializing off-duty at a Resort-owned establishment must be out of uniform. Socialization cannot occur immediately before, during or immediately after an associate’s shift. Off-duty associates are prohibited from using seating at the bar area or walking behind the bar. Associates are required to purchase all food and beverages (any available discounts are published in Employee Discounts). There is no discount for beverages that contain alcohol. While socializing at a Resort establishment, associates are encouraged to be mindful of the work environment and follow rules of conduct as outlined in the associate handbook. Managers and supervisors should not socialize with subordinates.

Non-Fraternization Policy

In order to avoid hiring pressures, favoritism, morale problems and claims of unwelcome advances, the Resort strictly prohibits supervisory associates from dating or engaging in romantic or sexual relationships with non-supervisory associates. Also, the Resort strongly discourages all associates from engaging in romantic or sexual relationships with other associates. If a relationship develops, it must be disclosed to the Human Resources Department so immediate steps can be taken to resolve conflict with this policy.

Solicitation and Distribution

In an effort to ensure a productive and harmonious work environment, persons not employed by the Resort may not solicit or distribute literature in non-public areas at any time for any purpose.

The Resort recognizes that associates may have interests in events and organizations outside the workplace. However, associates should not engage in solicitation of any kind of another associate while either the associate doing the soliciting or the associate being solicited is on working time. Distribution of any materials by an associate during his/her working time or the working time of the associate receiving such materials is prohibited. Distribution of materials at any time in work areas is prohibited.

Visitors in the Workplace

To provide for the safety and security of associates and the facilities of the Resort, associates should not have visitors while working. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards associate welfare, and avoids potential distractions and disturbances.

Gifts

An associate may not accept gifts from agents, salespersons, or suppliers. Tips from guests are not considered gifts.

Guest Complaints

In the event of a complaint, associates should notify the manager immediately. Do not argue or question the guest. Associates should always ask how to correct the situation when accepting a complaint. Associates may politely excuse themselves to discuss the issue with the manager, after notifying the guest that they are more than happy to rectify the situation. Advise the manager of all complaints, no matter how trivial the complaint may seem.

Operation of Resort Vehicles

All associates who operate a Resort-owned vehicle must comply with Scott Enterprises policies and state law for the safe operation of motor vehicles. The Resort wants associates to drive with caution since the safety of our associates, guests, and the public are of paramount importance. The following is a list of responsibilities that associates are expected to follow when operating personal or Resort vehicles in the performance of their duties:

- Associates must follow the "Use of Company Owned/Personal Vehicles for Company Business" policy (HR 022).
- Associates must be at least 21 years of age and possess a current, valid driver's license and proof of insurance.
- The Resort will obtain driving records annually for all associates who operate Resort owned vehicles.
- Only designated individuals employed by the Resort may operate a Resort vehicle.
- Drivers must qualify and remain eligible for coverage under the Resort's motor vehicle insurance.

- Drivers must notify the Resort immediately of any traffic violations incurred while operating a Resort vehicle or a personal vehicle for Resort business. Associates are responsible for payment of any fines, moving or parking violations assessed against them as a result of their operation of a vehicle. The Resort is not responsible for any citation an associate may receive as a result of his/her violation of laws or ordinances while driving.
- Vehicles must be operated in a safe manner in accordance with Resort policies and state law.
- Associates are not permitted to use a Resort vehicle for personal reasons; operation of Resort vehicles is strictly for business purposes.
- Seat belts must be used by the driver and all occupants of the vehicle.
- Drivers must drive with headlights on in daylight to increase visibility.
- Smoking and/or the use of alcohol or any substance which impairs performance are prohibited in Resort vehicles. Smoking is also prohibited in private vehicles when being used for Resort business when at least one non-smoker is present in the vehicle, unless permission from the occupants is given.
- Texting or using a cell phone (without a hands-free device) while driving is strictly prohibited. If a cell phone is to be used, the vehicle must be stopped in a safe area.
- Associates should take care to keep the vehicle clean, both inside and out.
- Daily inspections of the Resort vehicle are required prior / after use by a brief walk around. All defects should be reported to management immediately.
- Associates should not leave a vehicle unlocked or unattended while running or with keys in the ignition.
- Any associate who is requested to use his/her personal vehicle for Resort business will receive mileage reimbursement to assist with gas, vehicle maintenance and insurance premiums, subject to the Resort's Expense Reimbursement policy.

Violation of this policy can subject the associate to disciplinary action, up to and including termination of employment.

Parking

Associates are asked to park their vehicles far enough away from the building to allow guests convenient parking closer to the Resort. Please consult a manager as to where the designated parking is area located.

Expense Reimbursement

The Resort will reimburse associates for reasonable business expenses incurred in the performance of their duties on behalf of the Resort, in accordance with the following:

- Any associate who uses his or her personal vehicle for Resort business will be reimbursed for mileage at the rate established by the Resort.

- Expenses on behalf of the Resort must be authorized before they are incurred. Unauthorized expenses may not be reimbursed.
- Expenses of a personal nature are not permitted.

All expense reimbursement requests must be completed fully, accompanied by receipts and other appropriate documentation, and submitted to Accounting by month end. Late or deficient submissions may not be reimbursed. Approved expenses will be reimbursed to the associate. The Resort will not pay such expenses directly to a vendor.

Any questions regarding this policy should be directed to management or Human Resources. Abuse of this policy, including, but not limited to, falsifying expense reports to reflect costs not incurred by the associate, may result in disciplinary action, up to termination of employment.

SAFETY AND SECURITY

General Safety

The Resort will provide information to associates about work safety and health issues through regular internal communication channels, such as manager-associate meetings, bulletin board postings, memos, or other written communications. Each associate is expected to obey safety rules and to exercise caution in all work activities.

Associates and supervisors will receive periodic workplace safety training. The training covers potential safety and health hazards and safe work practices and procedures to eliminate or minimize hazards. Those associates with ideas, concerns, or suggestions for improved safety in the workplace are encouraged to bring them to management or Human Resources.

Associates must immediately report any unsafe conditions, and all accidents and injuries that occur on the job, no matter how minor, to the appropriate supervisor. Associates may report workplace accidents and injuries, or raise any health or safety concerns, without fear of retaliation.

Emergencies

The Resort has established an Emergency Action Plan to outline procedures for emergencies such as active shooter, fire, theft, power outages and/or severe weather conditions. Associates will receive required training to effectively evacuate or respond to emergency issues at the time of hire and annually thereafter. Associates are able to access the Emergency Action Plan by reviewing the red safety binder located in designated areas of operation or by visiting Human Resources.

Hazard Communication Plan

The Resort has established a Hazard Communication Plan to eliminate or minimize dangers associated with occupational exposure to hazardous chemicals. The Hazard Communication Plan assists with implementation and compliance in determining employee exposure, controlling exposure, establishing universal precautions, engineering and work practice controls, providing personal protective equipment, ensuring post exposure evaluation/follow up, communicating hazards and providing training to employees, recordkeeping of safety data sheets and evaluating circumstances surrounding exposure incidents.

Associates are able to access the Hazard Communication Plan and corresponding Safety Data Sheets for chemical products by reviewing the red safety binder located in designated areas of operation or by visiting Human Resources.

Blood Borne Pathogen and Emergency Control Plan

The Resort has established a Blood Borne Pathogen Emergency Control Plan to eliminate or minimize occupational exposure to blood-borne pathogens. The Blood Borne Pathogen Emergency Control Plan assists with implementation and compliance in determining associate exposure, controlling exposure, establishing universal precautions, engineering and work practice controls, providing personal protective equipment/vaccinations, ensuring post exposure evaluation/follow-up, communicating hazards and providing training to associates, recordkeeping and evaluating circumstances surrounding exposure incidents.

Associates will receive required training at the time of hire and annually thereafter. Personal protective equipment and vaccinations are provided at no cost to associates performing job duties with a risk of occupational exposure. Training in the use of the appropriate personal protective equipment for specific tasks or procedures is provided by Department Management.

Associates are able to access the Blood Borne Pathogen Emergency Control Plan by reviewing the red safety binder located in designated areas of operation or by visiting Human Resources.

Food Safety Certification

The Resort provides certification programs and training for associates working in Food & Beverage Operations, including the importance of food safety, wearing gloves while prepping food, good personal hygiene, time/temperature control, preventing cross contamination, safe food preparation, receiving and storing food, methods for thawing/cooking/cooling/reheating, Hazard Analysis and Critical Control Points (HACCP) and associated regulations. Associates are expected to comply with state regulatory requirements for food safety.

Responsibility Code (On Snow) – Peek ‘n Peak Resort

The National Ski Areas Association (NSAA) believes education, helmet use, respect and common sense are important with skiing/riding any mountain. NSAA developed a Responsibility Code to

help identify elements of risk in snowsports and encourage personal awareness to help reduce “on snow” injuries, as outlined below:

- Always stay in control, be able to stop and avoid other people/objects.
- People in front have the right of way.
- Do not stop where you obstruct a trail or are not visible from above.
- Whenever starting downhill or merging into a trail, look uphill and yield to others.
- Always use devices to prevent runaway equipment.
- Observe all posted signs and warnings. Keep off closes trails and out of closed areas.
- Load, ride and unload lifts safely.

Peek 'n Peak Resort does not mark all potential obstacles or hazards. When marked, poles, flags, fencing, signage, padding, or other forms of marking are used to inform the skier/rider of the location of a potential obstacle or hazard. These markers do not guarantee your safety.

It is part an associate's responsibility under the Responsibility Code to avoid all obstacles and hazards. Learn more about safety on the mountain at www.nsa.org.

Collision Safety

Collisions are the number one cause of death and debilitating injury in the ski industry. Peek 'n Peak Resort associates are encouraged to help keep the slopes safe and enjoyable by taking the following proactive steps to avoid collisions:

Be Ready. Ski/ride safely to remain in control regardless of conditions. Slow down and avoid objects or other people encountered on the run, groomed or otherwise.

Stay Alert. Be aware of changing conditions and surroundings, especially other skiers and riders.

Plan Ahead. Pay attention to spots on the run where traffic merges, watch for blind spots, and check uphill when merging onto trails. If unfamiliar with a run, take it easy the first time down it and make note of places where it will be necessary to slow down (such as cat tracks and rollers). Provide other skiers and riders with adequate space, especially when passing - there's plenty of mountain, so no need to crowd each other!

Helmet Policy

Peek 'n Peak Resort associates are encouraged to not only follow the NSAA’s Responsibility Code, but to act as “Safety Ambassadors” when on snow. If an associate witnesses unsafe behavior, there is an obligation to report it immediately to Ski Patrol, Security or other Manager on Duty.

Use of Resort Equipment

When using Resort equipment, associates are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards (including use of helmet, when applicable) and guidelines.

Please notify management if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to associates or others. Management can answer any questions about an associate's responsibility for maintenance and care of equipment or vehicles used on the job.

Housekeeping

Teamwork is essential to and plays a vital part in the operation of the Resort. "Clean as you go" not only keeps the Resort a safer place to work, but reduces work load as well. All side work and line cleaning must be completed and checked by the manager prior to leaving at the end of shift.

Sanitation

All equipment and work areas must be maintained in clean and sanitary condition at all times. Unclean or unsanitary conditions will not be tolerated. Gloves must be worn while prepping food. Designated associates are trained in food safety and all are expected to comply with local and state regulatory requirements.

Liquor Liability

We encourage guests to "enjoy in moderation," but if a guest shows signs of visible intoxication, stop serving alcohol and notify management or security. The Resort will provide taxi service to any guest who may have over-consumed.

Guest Injury or Accident

All guest-related incidents are to be reported as soon as reasonably possible. In the case of injury or illness to a guest, please take all precautions to ensure the safety of the guest and the associate. Notify the appropriate supervisor as well as emergency personnel, if needed. Complete the necessary incident forms and forward to the appropriate parties.

Reporting Work-Related Accidents and Injuries

All work-related accidents and injuries should be reported to management immediately (within 24 hours), no matter how minor. Management will assist the injured associate with completion of an Injury Report and forward this paperwork to Human Resources. Hotel policy requires that all injuries are reported, even if the associate is not seeking medical attention. Workers' Compensation Insurance is available to all associates who are injured at work. Associates injured at work may be required to submit to a mandatory alcohol/drug screen, where permitted by law. Injured associates should not use personal insurance or pay bills from a treating physician/facility. If the Worker's Compensation Claim is not disputed, medical expenses will be covered by the insurance carrier. Associates covered by Worker's Compensation Insurance will be issued a claim number and an adjuster, who will follow up regarding recovery and return to work. Associates are responsible for submitting work restrictions, medical excuses, reports and bills to Human

Resources. Associates must communicate work-related restrictions (if applicable) and ability to return to work to management and Human Resources. For more details, please refer to the Workers' Compensation Reporting Procedures.

Keys and Locks

Associates should consult management for information on key distribution, lock procedures and use policies. Generally, keys must be "checked out" from a designated area at the start of an associate's shift and "checked in" at the same area at the conclusion of the shift. All keys must be accounted for and returned immediately upon request or at termination of employment. Removal, duplication or transferring possession of Resort keys is prohibited. Master keys should never be used to gain access to unauthorized areas.

Lockers

Associates who bring personal items to work are encouraged to use lockers designated for associate use and secure these items with a combination lock. Associate locker rooms are not to be used by friends, relatives or others. By using a Resort locker, associates consent to opening the locker by request of management, Human Resources or security (see policy on "Security Inspections"). In the event the locker is not vacated at the close of season or end of employment, the Resort may open the locker and dispose of its contents. The Resort assumes no liability for lost or stolen items.

Personal Property / Lost and Found

The Resort is not responsible for any associate's personal property. Associates are encouraged to leave their valuables at home and to take special precautions with personal items they bring to work. Associates must deliver all found items and refer all inquiries to a designated location or management.

Video Surveillance

The Resort may use electronic surveillance in the work place, subject to applicable federal and state laws.

Security Inspections

The Resort reserves the right to conduct searches and inspections of Resort and personal property to monitor compliance with rules concerning the security of the Resort and individual property, and to detect unlawful drugs and alcohol or other prohibited items. Inspections also may be conducted where misappropriation of property may have occurred. At any time, with or without notice, Resort management and/or authorized search and inspection specialists may conduct searches and inspections of Resort property and personal property located on Resort premises. Property subject to search includes, but is not limited to, purses, wallets, book bags or other baggage, lockers, offices, desks and clothing. Personal vehicles on Resort property also are

subject to search. Any associate who wishes to avoid inspection of any articles or materials should not bring such items onto the Resort’s premises.

The Resort’s conducting a search should not be viewed as an accusation that associates have stolen anything or otherwise engaged in misconduct. Any associate who refuses to submit to a search will be subject to disciplinary action, up to and including termination.

BENEFITS

Benefits Overview & Eligibility

The Resort offers eligible associates a comprehensive package of benefits, provided they have met all eligibility criteria listed in the description of each respective benefit. These benefits provide a substantial supplement to associates’ compensation and are provided to them at significant cost to the Resort.

This portion of the handbook contains a general description of the benefits to which associates may be entitled. This general explanation is not intended to and does not provide associates with all the details of these benefits. The Resort Handbook does not change or otherwise interpret the terms of the official plan documents. To the extent that any information contained in this Handbook is inconsistent with the official plan documents, the provisions of the official documents will govern in all cases.

Please note that nothing contained in the benefit plans described shall be held or construed to create a promise of employment or future benefits, or a binding contract between the Resort and its associates, retirees or their dependents, for benefits or for any other purpose. All associates shall be subject to discipline or discharge to the same extent as if these plans had not been put into effect.

Also, the Resort reserves the right to alter, modify, add or delete benefits and change eligibility. Every effort will be made to advise associates of any changes in a timely manner. Associates should contact their manager or the Human Resources Department for additional information or questions regarding benefits.

Benefit	Availability	Eligibility
Health Insurance*	On the first of the month after ninety (90) calendar days which includes a (30) day orientation period and thereafter during Open Enrollment.	Required to average 30+ hours per week year round
Dental Insurance		
Voluntary Insurance Plans		

Sick Pay	Must be used in increments of 4 or 8 hours, up to 56 hours per year. It is accrued weekly and starts accruing at hire.	Every associate earns 1 hour for every 30 hours worked.
Paid Time Off (PTO)	January 1 each year	Required to average 35+ hours per week year round
Bereavement Pay	After ninety (90) days	
401K	After one (1) year of employment	At least 21 years of age, Minimum 1,000 hours worked, or long-term part time employees who worked at least 500 hours during 3 consecutive 12 month periods
Flexible Spending Account (FSA)	During open enrollment	Required to average 30+ hours per week year round
Associate Family Activities Summer Picnic & Holiday Party	Immediately	Full-Time, Part-Time, Seasonal / Temporary
Associate Discounts		
Uniforms		
<i>(Please note: Some benefit programs require contributions from the associate.)</i>		

Health Insurance

The Resort offers its eligible associates a group health insurance plan. In order to meet eligibility requirements, the associate must be a full-time associate with ninety (90) calendar days of continuous employment and average thirty (30)* or more hours per week. Please refer to the summary plan description for more details.

The Resort will contribute a portion of the cost of the associate's health insurance. The associate will be responsible for the other portion of the cost through payroll deductions. Please contact department manager or Human Resources Department for the current cost of the program.

Associates have up to thirty (30) days from their eligibility date to make a medical plan election. Once made, the election is generally fixed for the remainder of the plan year. However, if an associate undergoes a change in family status (as defined by the Plan Document), then a change may be made in coverage (i.e., associates can change coverage from individual to family, add or delete dependents, or revoke coverage), provided this is done within thirty (30) days from the

date of change in family status. Please contact the Human Resources Department to determine if a family status change qualifies under the Plan document and IRS regulations.

At the end of the plan year, during open enrollment, associates are free to change their medical elections for the following plan year, whether or not they have a change in family status.

Dental Insurance

The Resort offers eligible associates a comprehensive dental plan which allows associates to select a dentist from a network in order to receive discounted rates to the providers. Certain services are covered at 100%, while other services are at either 80% or 50%, and there is a maximum annual benefit of \$1,000 per individual. Dependent orthodontia (under age 19) is also included up to an additional lifetime maximum benefit of \$1,000 per dependent.

In order to meet eligibility requirements, the associate must be a full-time associate with three (3) months of continuous employment and an average of thirty-five (35) or more hours per week. Please refer to the summary plan description for more details.

Termination and Continuation of Coverage

Under the Consolidated Omnibus Budget Reconciliation Act of 1985, better known as COBRA, if an associate's employment with the Resort terminates, the associate is entitled to continue participating in the Resort's group health plan for a prescribed period of time, usually 18 months. (In certain circumstances, such as an associate's divorce or death, the period of coverage may be longer for qualified dependents.) COBRA coverage is not extended to associates terminated for gross misconduct.

Under the Uniformed Services Employment and Reemployment Rights Act of 1994, better known as USERRA, an associate who is out on a military leave of absence will retain their health insurance coverage for the first 31 days of uniformed service. Associates out on military leaves of absence which extend beyond the 31 days, will be eligible for COBRA benefits for up to 24 months.

If a former associate chooses to continue group benefits under COBRA, he/she must pay the total applicable premium plus a 2 percent administrative fee. Coverage will cease if the former associate fails to make premium payments as scheduled, becomes covered by another group plan that does not exclude pre-existing conditions or become eligible for Medicare.

For detailed information or questions on COBRA, associates are requested to check with the Human Resources Department.

Voluntary Insurance Plans

The Resort offers associates an opportunity to purchase a variety of voluntary insurance plans (e.g. short-term disability, long term disability, accident/sickness, cancer, life and other policies)

at group rates. In order to meet eligibility requirements, the associate must be a full-time associate with six (6) months of continuous employment. Please refer to the summary plan description for more details.

Workers' Compensation

The Resort provides, at no-cost, Workers' Compensation Insurance for associates who sustain work-related injuries or illnesses. Associates who sustain any work-related injuries, no matter how minor, must inform their supervisor immediately. It is important that it be reported immediately so that we can fulfill the requirements mandated by law. Failure to immediately report an injury may delay coverage.

Neither the Resort nor the insurance carrier will be liable for injuries that occur during an associate's voluntary participation in any off-duty recreational or social activity sponsored by the Resort or any injuries that have occurred after the associate has punched out and is off duty.

401(k)

The Resort offers eligible associates the opportunity to invest in a 401k retirement plan. In general, an associate must be employed for at least one (1) year with a minimum of 1,000 hours, or long-term part time employees who worked at least 500 hours during 3 consecutive 12-month periods and must be at least 21 years old. There is also a discretionary company matching component. Refer to the summary plan description for more details.

Flexible Spending Account (FSA)

The Resort offers the opportunity for full and part time associates to enroll into a Flexible Spending Account (FSA). The Flexible Spending Account allows associates to pay, on a pretax, salary reduction basis, eligible expenses (1) not covered by medical or dental plans (copays, deductibles, glasses, contacts, etc.); and/or (2) eligible dependent care expenses (ex: daycare). Full time and part time associates can only take advantage of the FSA during the annual Open Enrollment period. Refer to the Summary Plan Description for more details.

Paid Time Off (PTO)

Paid Time Off (PTO) is a combined time-off benefits program which provides associates with the flexibility to use time off to meet personal needs, while recognizing individual responsibility to manage paid time off. Eligible associates will accumulate a specified amount of PTO each pay period worked and it is up to the associate to allocate how to use the time off - for vacation, illness, caring for children, school activities, medical/dental appointments, leave, personal business or emergencies. The Resort may require associates to use any accumulated paid time off during disability or family medical leave, or any other leave of absence where permitted by law. The amount of PTO earned will depend on the associate's classification and length of service with the Company.

Eligibility

Associates are eligible to receive PTO if they are a full-time associate or salaried manager who works an average of at least 35 hours per week. Seasonal and part-time associates do not earn PTO hours.

Deposits into PTO Account

Length of service determines the rate at which the associate will accrue PTO, according to the accrual time table below. Associates become eligible for the new higher rate of accrual in the pay period immediately following their anniversary.

Availability

Beginning in the first pay period in January, associates will be awarded, in one lump sum, the total hours accrued from the previous 12 months.

Carry Over

The policy is administered on a calendar year basis (January 1 - December 31). Unused time will be carried over until January 31st 2025, there after PTO must be used within the calendar year or it will be forfeited.

Termination

Associates who have been employed for at least one year, and who provide a minimum of two weeks' advance notice of their separation, and work the entire notice period, may request payment for their unused earned PTO for the current year. Such time may be paid if, in the unreviewable discretion of the Resort, the associate is leaving on good terms. If granted, payment of PTO will be at 50% of its value. Any PTO that may have been carried forward from the prior year will not be paid. Any paid benefits such as PTO or Sick/Safe leave may not be used during your resignation period. Employees who are involuntarily separated from their employment by the Resort will not be paid for any PTO at the time of separation.

Management of PTO

Associates are responsible for managing their PTO account. It is important to plan ahead for how it will be used and when. This means developing a plan for taking holidays, vacations, as well as doctor's appointments and personal business. It also means holding some time in "reserve" for the unexpected, such as emergencies and illnesses.

Unpaid Time Off

Associates are required to use all available accrued PTO before any unpaid time will be granted.

Exception: If there are extenuating circumstances and an associate only has enough PTO left to allocate for holidays, the associate may take unpaid PTO to save their PTO hours for any remaining holidays.

Example: Associate A has 32 hours in their PTO account and there are 4 holidays remaining (Fourth of July, Labor Day, Thanksgiving Day and Christmas Day). Associate A needs to take 2 days off due to an unforeseen emergency. Associate A will be able to take those 16 hours unpaid in order to allocate their 32 hours for those 4 holidays.

Change in Classification/Employment Status

In the event of a promotion, demotion or reassignment from a salaried position to an hourly position (or vice versa), all available PTO, less PTO allocated due to the remaining holidays within the calendar year, will not be lost but the accrual rate may change on the effective date of the status change.

Minimum Increments of PTO

The minimum amount of PTO an associate may take is in half-day (4 hours) increments.

Use of, Notice and Scheduling

PTO may not be used as missed time because an associate failed to report to work (no call no show), reports late to work or to include additional hours in the work week. PTO is paid at the associate's current base rate of pay. Associates are required to obtain approval by their immediate supervisor/manager prior to using PTO. This allows for associates and managers to prepare for time off and assure that all staffing needs are met. PTO should not be scheduled during peak periods when business needs must be met (refer to divisional/departmental policies). Supervisors/managers reserve the right to refuse payment of PTO because of improper advance notice. There may be occasions, such as sudden illness, when associates cannot notify their manager in advance. In those situations, the associate must inform the manager of his/her circumstances prior to the start of the shift, per divisional/departmental guidelines, and submit a PTO Request within 24 hours. Failure to submit a PTO Request will result in nonpayment of time off. Associates will not accrue PTO time while on leave of absence or unpaid suspension nor will they be permitted to use PTO while on unpaid suspension by the Resort.

Holidays and PTO

All holidays are included in the PTO time-off "bucket"; there is not a separate holiday benefit. This allows associates to have a greater degree of flexibility in scheduling time off. If an associate wishes to schedule a PTO day on or around a particular holiday, it must first be approved by the immediate supervisor/manager. Designated holidays are: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

Bereavement and PTO

Associates are not required to use PTO in place of Bereavement (refer to Bereavement Policy). If additional time off is needed, then PTO could be chosen for that purpose.

Recording Paid Time Off

Associates must complete a PTO Request Form through Ceridian Dayforce. The immediate manager is required to approve the PTO request. No other process will be permitted since accurate and timely recordkeeping is mandated by Department of Labor regulations. Furthermore, the Resort is required to track absences for illness, work-related illness/injury, and

legal compliance reasons. The amount of PTO available and used will appear on the associate's pay statement.

PTO Donation

Any associate may voluntarily donate PTO time to another associate who has exhausted all of their available PTO time due to an emergency situation per the PTO Donation Policy. The donor associate must provide written authorization for PTO hour donation up to a maximum of 40 hours. The total regular hours worked and donated hours credited during any pay week cannot exceed the associate's weekly average hours worked. An associate who wishes to donate PTO time to another associate must complete the PTO Donation Authorization Form (HR 072). The completed form should be submitted to Human Resources. HR will verify that the associate has the available PTO time that they intend to donate. HR will also verify that the associate receiving the donated time is (or will be) in an unpaid status and verify the associate's emergency situation with the supervisor. Once the confirmation is made, the Human Resources Manager or designee will approve the donation and submit it to Payroll for processing.

Donated PTO time may not be used in cases where the associate is receiving any financial payments from workers' compensation, disability, paid leaves or other sources. It may be used in waiting periods for disability, where necessary.

Donated time is restricted for associates in the same pay classification. However, a salary associate may donate PTO to an hourly associate, but not vice-versa.

The Human Resources Manager or designee will evaluate the circumstances of each situation and determine whether or not to accept donated time.

PAID SICK/SAFE LEAVE

After January 1, 2021, associates may use accrued leave following a verbal or written request for the following reasons impacting the employee or a member of their family for whom they are providing care or assistance with care:

SICK LEAVE:

- For mental or physical illness, injury, or health condition, regardless of whether it has been diagnosed or requires medical care at the time of the request for leave; or
- For the diagnosis, care, or treatment of a mental or physical illness, injury or health condition; or need for medical diagnosis or preventive care.

SAFE LEAVE:

- For an absence from work when the employee or employee's family member has been the victim of domestic violence as defined by the State Human Rights Law, a family offense, sexual offense, stalking, or human trafficking due to any of the following as it relates to the domestic violence, family offense, sexual offense, stalking, or human trafficking:

- to obtain services from a domestic violence shelter, rape crisis center, or other services program;
- to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members;
- to meet with an attorney or other social services provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding;
- to file a complaint or domestic incident report with law enforcement;
- to meet with a district attorney's office;
- to enroll children in a new school; or
- to take any other actions necessary to ensure the health or safety of the employee or the employee's family member or to protect those who associate or work with the employee.

LEAVE INCREMENTS

Upon completing 120 hours worked, 4 hours of sick/safe time is available for immediate use. Leave must be taken in increments of 4 or 8 hours per day. Resort employees are eligible to earn and use up to 56 hours per calendar year of paid sick/safe time (based on hours worked- 1 hour for every 30 hours worked will be accrued).

RATE OF PAY

Associates/Managers will be paid at their normal rate of pay for any paid leave time, or the applicable minimum wage rate, whichever is greater.

UNUSED TIME

Any accrued sick/safe time that is unused each calendar year will carry over to the following year. Upon separation of employment any unused time will not be paid out.

RECORD KEEPING

The Human Resource Department and Payroll Departments will be responsible for administration of your earned/used sick/safe time. Employees can request information regarding their accrued/used balances at any time by contacting the HR Department at 716-355-4141 ext 7320 at any time. We will obtain the requested information within 3 business days. Employees can also find their sick time balances on Ceridian Dayforce.

REQUIREMENTS

The Human Resource Department may require up to seven (7) days of advance notice, in writing, of the need to use safe or sick leave for foreseeable reasons. If the need for sick or safe leave is unforeseeable, we may require as much notice as practicable.

The Human Resources Department may require documentation for leaves exceeding 3 consecutive workdays as safe or sick leave, no less than 7 days upon the return to work. Failure to provide such documentation may result in loss of benefit.

Bereavement

If an eligible (full-time) associate wishes to take time off due to the death of an immediate family member, the associate should notify his or her supervisor immediately. The Resort defines “immediate family” as the associate’s spouse, children, parents, grandparents, grandchildren, in-laws or siblings.

Up to three (3) days of bereavement pay will be provided after successful completion of the ninety (90) day introductory period. Such leave may be used from the day of death until the day following the funeral, and is only available for actual time away from work for the funeral or its arrangements. In other words, if the associate was not otherwise scheduled to work, bereavement pay is not available. Payment for bereavement leave will be at the associate’s regular base rate of pay for up to eight (8) hours per day.

Military Leave

The Resort will comply with federal and state laws and regulations applicable to military leave. Questions should be directed to Human Resources.

Jury Duty / Subpoenaed Witness

The Resort believes every citizen has the right and responsibility to serve on a jury if called. Associates may request unpaid jury duty leave for the length of the absence. If desired, associates may use any available paid time off to supplement their wages.

An associate must immediately notify his/her supervisor upon receipt of a jury summons so that arrangements can be made to accommodate the absence. Associates are expected to report for work whenever the court schedule permits.

If a court authority subpoenas an associate, the associate will be reimbursed for one day of regular pay if he/she is participating in Resort-related litigation. Where applicable by law, associates will not be reimbursed for participating in non-Resort-related litigation.

Jury Duty

For an associate who is required to serve jury duty in New York State, the Resort’s Jury Duty / Subpoenaed Witness policy applies, except that the Resort will pay the associate either \$40 per day or his/her regular daily wages (whichever is less) for the associate’s first three days of service, but only if the jury duty is on the associate’s regularly scheduled work day(s). If not, New York State is obligated to pay the daily fee of \$40. If an associate’s daily wage is less than \$40, the State will pay the difference between the associate’s daily wage and the \$40 fee for the first three

days of service. After three days, the State will pay the \$40 jury fee for each additional day the associate is required to serve on a jury.

Voting

The Resort encourages associates to fulfill their civic responsibilities by voting in elections. Associates should be able to find time to vote either before or after their regular work schedule. Where permitted by law, the Resort will not compensate associates to take time off to vote. Associates also have the option of utilizing an absentee ballot.

Voting

If a registered voter does not have sufficient time outside of his working hours to vote in any election, the Resort will allow the associate up to (3) hours to vote without loss of pay at either the beginning or end of the associate's shift. "Sufficient time" to vote is considered to be four consecutive hours either between the opening of the polls and the beginning of the associate's work shift, or between the end of the associate's work shift and the closing of the polls.

An associate may request as much work time as necessary (when added to available voting time outside of work hours) as will enable him/her enough time to vote, but the associate may only request work time at the beginning or end of a scheduled shift, unless other arrangements are approved in advance.

If the associate requires time off to vote, the associate must notify Human Resources Department at least two work days before the day of the election.

TIME AWAY FROM WORK

Disability

New York State mandates providing temporary disability insurance to compensate for wages lost as a result of a non-work related disability. Statutory Disability Benefits are payable for any non-work related injury or illness (including disability due to pregnancy) beginning with the 8th consecutive day of disability. Benefits are payable for up to 26 weeks. Benefit payments are based on average weekly wages for the eight weeks immediately prior to disability, and are subject to the maximum allowable by the law in effect on the initial day of disability.

TO CLAIM BENEFITS, associates should file written notice and proof of disability (Claim Form DB-450) with the Resort or its insurance carrier within (30) days from the first day of disability, or all or part of disability claim may be rejected. Associates can obtain Form DB-450 from the Human Resources Department, the Resort's Insurance Carrier, the associate's Health Care Provider or any office of the Workers' Compensation Board. Claim filing is the responsibility of the associate. Associates are entitled to be treated by any physician, chiropractor, dentist, nurse-midwife,

podiatrist or psychologist of their choice. Disability Benefits are to be paid directly to the associate by the insurance carrier, except in cases where the employer is self-insured.

If the Resort or its insurance carrier contend that an associate is not entitled to the payment of Disability Benefits, the associate will be sent a Notice of Rejection within 45 days of the filing of the claim explaining the reason(s) for denial of benefits. The associate has the right to request a review of the rejection by the Workers' Compensation Board.

IMPORTANT: If, within 45 days of filing a claim, the associate has not received benefits and did not receive a Notice of Rejection (Form DB-451), the associate should promptly contact any office of the Workers' Compensation Board at 800-454-7020. Associates cannot be discharged or discriminated against for filing a claim for disability benefits.

Family and Medical Leave Act Leave

This policy is issued in compliance with the Family and Medical Leave Act of 1993 (FMLA) and shall be interpreted consistently with that law and any applicable regulations. The Resort maintains government-mandated FMLA postings at its worksite. The notice provisions of those postings are incorporated by reference as part of this policy. All terms within this policy are defined in accordance with the FMLA and its regulations. Questions about this policy should be directed to Human Resources.

Eligibility for Leave

To be eligible for FMLA leave, all of the following criteria must be met:

- The associate must have been employed by the Resort for at least 12 months;
- The associate must have worked at least 1,250 hours during the 12 months immediately preceding the leave; and
- The associate must be employed at a worksite where 50 or more associates are employed by the Company within 75 miles of that worksite.

Types of Leave Available

Eligible associates may take FMLA leave for one or more of the following reasons:

- 1. Birth or Placement for Adoption or Foster Care:** For the birth of the associate's child or for placement of a child with the associate for adoption or foster care, if taken within 12 months of the child's birth or placement.
- 2. Serious Health Condition of Associate:** For the associate's own serious health condition rendering the associate unable to perform the functions of his/her job. A "serious health condition" generally occurs when an associate:
 - Receives inpatient care in a hospital, hospice or nursing home;
 - Suffers a period of incapacity accompanied by continuing outpatient treatment/care by a healthcare provider; or
 - Has a history of a chronic condition that may cause episodes of incapacity.

The need for leave must be documented by a treating healthcare provider through the Company medical certification process (see below).

- 3. Serious Health Condition of the Associate's Immediate Family Member:** To care for the associate's son, daughter, spouse or parent who experiences a serious health condition. The need for leave must be documented by the family member's treating healthcare provider through the Company medical certification process (see below).
- 4. Qualifying Exigency Associated with Active Duty in the U.S. Armed Forces:** To assist with or attend to a "qualifying exigency" arising out of the fact that the associate's spouse, son, daughter, or parent is on active duty, or has been notified that they will be called or ordered to active duty in the U.S. Armed Forces in support of a contingency operation. The need for leave must be documented by a certification in a form and in such manner as the US Department of Labor and the Secretary of Defense prescribe (see below).
- 5. Covered Military Service Member:** To care for a covered service member who is the associate's spouse, son, daughter, parent or next of kin and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness incurred in the line of duty while on active duty, or who is otherwise in outpatient status or on the temporary disability retired list.

Amount of Leave Available

Eligible associates are entitled to up to 12 weeks of unpaid leave within a rolling twelve-month period, measured backward from the date the qualifying leave is scheduled to begin. If the associate has not used all 12 weeks of FMLA leave during the previous 12-month period, he/she would be eligible to take the balance of the leave for that period.

Spouses employed by the Resort are jointly entitled to a combined total of 12 weeks of leave during the 12-month period if leave is taken for the birth of the associate's child or to care for the child after birth, for the placement of a child with the associate for adoption or foster care or to care for the child after placement, or to care for the associate's parent who has a serious health condition.

Leave for the birth of a child or the placement of a child with the employee for adoption or foster care must be taken during the 12-month period immediately following the birth, adoption or placement. Unused leave may not be carried over from year-to-year.

An eligible associate who is the spouse, son, daughter, parent or next of kin of a covered service member may take up to a total of 26-work weeks of unpaid leave during a single 12-month period to care for the covered service member. Military Caregiver Leave is available only once per covered illness or injury. In the single 12-month period in which the 26 weeks of Military Caregiver Leave is taken, the combined regular FMLA and Military Caregiver Leave cannot exceed 26 weeks. However, an associate's regular FMLA leave (i.e. annual 12-week entitlement) is not subject to the "one time only limit." If spouses are both employed by the Resort and would be entitled to the one-time 26-week Military Caregiver Leave, all FMLA leaves of the spouses are combined to determine the annual limits.

Military-Related FMLA Leave

The National Defense Authorization Acts of 2008 and 2009 (NDAA) amended the FMLA to expand leave rights and obligations to provide for additional military-related FMLA leave. The following provisions apply to our associates who are related to members of the United States Armed Forces, which includes members of the National Guard and Reserve.

Qualifying Exigency Leave

Associates who otherwise are eligible for FMLA leave are entitled to take FMLA leave for a "qualifying exigency" arising out of the fact that the associate's spouse, son, daughter or parent either is on covered active duty or has been notified of an impending call or order to covered active duty as a member of the United States Armed Forces, provided that the active duty involves deployment to a foreign country. For purposes of this policy, a "qualifying exigency" is defined in accordance with FMLA and NDAA regulations and may fall within one of the following categories:

- Short-notice deployment;
- Military events and related activities;
- Childcare and school activities;
- Financial and legal arrangements;
- Counseling;
- Rest and recuperation;
- Parental care;
- Post-deployment activities; and
- Additional activities not encompassed in the other categories, but agreed to by the Resort and associate.

Leave taken for a "qualifying exigency" will be counted against an employee's 12-week FMLA entitlement. Intermittent or reduced schedule leave may be available for a leave taken for a "qualifying exigency."

Where the leave arises out of a call or impending call to active duty in the Armed Forces which is foreseeable, the employee must provide as much notice as is reasonable and practicable under the circumstances.

Military Caregiver Leave / Covered Service Member Leave

An eligible employee who is the spouse, son, daughter, parent or next of kin (i.e. nearest blood relative) of a covered service member is entitled to take FMLA leave to care for the covered service member. A "covered service member" is a member of the Armed Forces who is undergoing medical treatment, recuperation, therapy or is in "outpatient status" or otherwise on the temporary disability retired list for a serious injury or illness. A "covered service member" also may include a veteran of the Armed Forces who is undergoing medical treatment, recuperation, or therapy for a serious illness or injury and who was a member of the Armed Forces at any time during the five (5) year period preceding the first date the eligible employee takes FMLA leave to care for the covered veteran. A "serious injury or illness" means any injury

or illness that occurred in the line of active duty or a pre-existing condition that was aggravated in the line of duty which renders the member medically unfit to perform the duties of the member's office, grade, rank or rating in the Armed Forces, and in the case of covered veterans, as otherwise defined by applicable law and regulation. All other terms in this policy are defined in accordance with FMLA regulations. Military Caregiver Leave may be taken on an intermittent or reduced leave schedule when medically necessary.

Notification of and Requests for FMLA Leave

Where the necessity for leave is foreseeable, you must provide at least 30 days' notice of your intention to take leave. If 30 days' notice is not possible, you are expected to notify the Human Resources Department of the need for FMLA leave as soon as practicable under the circumstances. If the need for leave is unforeseeable, associates should follow the Resort's usual call-in procedures and policies and provide an explanation of the need for leave, absent unusual circumstances. In all cases, notice should be given as soon as practicable under the circumstances. If an associate fails to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay or otherwise fails to satisfy FMLA notice obligations, the Resort may delay approval of FMLA leave. Any unapproved absences during this period will be handled according to the Resort's usual attendance policies and procedures.

Medical Certification Process

The Resort will require medical certification to support a request for leave because of the serious health condition of the associate or his/her family member. A request for medical leave must be supported by timely written certification issued by the associate's or his/her family member's health care provider to support a request for leave due to the associate's own serious health condition or the serious health condition of the associate's family member. The certification must provide the approximate date the serious health condition commenced, the probable duration of the condition, the necessity for the employee's leave, and other appropriate medical facts regarding the condition. In the case of an employee's own serious health condition, the health care provider should certify that the employee is unable to work or perform his/her essential job functions. Forms are available from Human Resources.

The associate must provide the required medical certification within five (5) business days of being notified that such certification is required. If the associate is unable to obtain certification within five (5) business days, despite his/her good faith effort to do so, the time for providing certification may be extended to fifteen (15) days. Failure to provide medical certification within fifteen (15) days may result in the delay or denial of leave until the certification is provided. Any absence during this period will be handled according to the Resort's usual attendance policies and procedures.

The Resort reserves the right to require second or third opinions from health care providers designated by the Resort and/or periodic re-certification, at the Resort's expense, under certain circumstances. We also may require periodic reports during the leave regarding the associate's status and intent to return to work.

Certification of Qualifying Exigency

When leave is requested because of a qualifying exigency, the associate will be required to complete a Certification of Qualifying Exigency for Military Family Leave form, in addition to providing any certification that the associate's family member is issued regarding their active duty or call to active duty in the Armed Forces.

Use of Paid Time Off

Any earned paid time off an associate has at the time of his/her leave will be applied to the leave. Once the associate has used his/her available paid time, any remaining time off for FMLA leave is unpaid.

When an associate is on a workers' compensation leave of absence due to a work-related illness or injury that meets the definition of a serious health condition, the absence also will be counted against the associate's FMLA leave entitlement. In other words, the associate is using FMLA leave concurrently with the workers' compensation absence. An associate is not required to substitute paid time off for an absence covered under workers' compensation.

An associate may be paid for all or part of a medical leave to the extent he/she is eligible for benefits, such as short-term disability.

Non-Continuous Leave

Intermittent and/or reduced leave will be permitted only when it is medically necessary or for a qualifying exigency/call to active duty as explained above. In all cases, the total amount of leave taken may not exceed the associate's total allotment as defined earlier in this policy.

Intermittent and reduced schedule leave must be scheduled with minimal disruption to an associate's job. To the extent an associate or family member has control, medical appointments and treatments related to an associate's or family members serious health condition should be scheduled outside of working hours or at such times that allow for a minimal amount of time away from work.

If an associate requests non-continuous FMLA leave which is foreseeable based on planned medical treatment for purposes of providing care to a child, spouse or parent with a serious health condition, for the associate's own serious health condition, or for service member family leave, the associate may be required to transfer temporarily to an available alternative position offered by the Resort for which he/she is qualified and which better accommodates recurring periods of leave than his/her regular employment position. The associate will be entitled to equivalent pay and benefits, but will not necessarily be assigned the same duties in the alternative position.

Benefit Continuation While on Leave

The Resort will maintain group health and/or dental insurance coverage and other employment benefits (such as group life insurance, AD&D, health and dependent flexible spending accounts, etc.) while an associate is on leave whenever such insurance was provided before the leave was taken, and on the same terms as if the associate had continued to work. An associate will be

required to pay his/her regular portion of insurance premiums (contact Human Resources for an explanation of options). The Resort's obligation to continue coverage during leave will end if the associate's premium payment is more than thirty (30) days late. An associate may choose not to continue coverage. Even if an associate does not continue coverage during leave, the Resort will restore regular coverage under the terms and conditions of the policy if the associate returns to work.

Benefits that are accumulated based upon hours worked will not accumulate during the period of FMLA leave. Associates do not accrue seniority while on leave. All benefit pay will be calculated using the hours worked prior to the FMLA leave.

Returning to Work

If the reason for leave is for an associate's own serious health condition, he/she will be required to present a Fitness-For-Duty Certification from his/her physician prior to being allowed to return to work. The Resort may deny reinstatement until the associate submits the required certification.

In order to return to work before the scheduled expiration of a leave, the associate must notify the Resort of his/her intention to return to work as soon as possible, but no later than two (2) working days prior to the desired return date.

An associate who fails to return to work immediately after the expiration of the leave period will be considered to have voluntarily abandoned employment.

Rights Upon Return from Leave

Upon return from FMLA leave, associates generally will be restored to the position they held immediately prior to the leave or, if the position is not vacant, an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. Certain exceptions exist for "Key Employees," as defined by law.

The law provides that an associate has no greater rights upon a return from leave than the associate would have had if the associate had continued to work. Therefore, an associate may be affected by a layoff, termination or other job change if the action would have occurred had the associate remained actively at work. In other words, reinstatement may be denied if the associate would not otherwise have been employed at the time reinstatement is requested or if the associate's position no longer exists and the position would otherwise have been eliminated.

If an associate does not qualify for the types of leave described in this policy, the Resort may approve a Personal Leave of absence, depending on circumstances, in its sole discretion. Except where mandated by law, the Resort cannot guarantee that benefits will continue or that an associate's position will remain open in absence from work.

Paid Family Medical Leave

Eligible associates working in New York State are permitted to take Paid Family Medical Leave (PFL) for certain qualifying events. This policy is issued in compliance with PFL and

shall be interpreted consistently with that law and any applicable regulations. The Resort maintains state-mandated PFL postings at the work site. The notice provisions of those postings are incorporated by reference as part of this policy. All terms within this policy are defined in accordance with PFL and corresponding regulations.

New York's Paid Family Leave program provides wage replacement to employees to help them bond with a child, care for a close relative with a serious health condition, or help relieve family pressures when someone is called to active military service. Eligible associates are guaranteed to be able to return to their job and continue their health insurance coverage, provided the associate continues to pay his/her portion of the insurance cost while out on PFL.

Eligibility

Associates who work a regular schedule of 20 hours or more per week are eligible after 26 consecutive weeks of employment. Associates with a regular schedule of fewer than 20 hours per week are eligible after 175 days worked.

Types of Leave Available

Maternity and Paternity Leave: Leave may be taken during the first 12 months following the birth, adoption or fostering of a child. Paid Family Leave only begins after birth and is not available for prenatal conditions.

Caring for a Close Relative with a Serious Health Condition: Leave may be taken to care for a close relative with a serious health condition. "Close relatives" include the associate's spouse, domestic partner, child, parent, parent-in-law, sibling, grandparent or grandchild. "Serious health conditions" are illnesses, injuries, impairments or physical/mental conditions that involve:

- inpatient care in a hospital, hospice, or residential health care facility; or
- continuing treatment or continuing supervision by a health care provider.

If spouses are both employed with the Resort, the Resort may deny leave to more than one associate at the same time to care for the same family leave recipient or to bond with a child.

Active-Duty Deployment: Paid Family Leave is available for families eligible for time off under the military provisions of the Family and Medical Leave Act when a spouse, child, domestic partner or parent of the employee is on active duty or has been notified of an impending call or order of active duty. Paid Family Leave cannot be used for an associate's own disability or qualifying military event.

Amount of Leave Available and Payment for Leave

Employees taking Paid Family Leave receive 67% of their average weekly wage, up to a cap of 67% of the current New York State Average Weekly Wage (NYSAWW). For 2024, the NYSAWW is \$1,718.15, which means the maximum weekly benefit is \$1,151.16.

Payment for leave is calculated based on a percentage of the associate's average weekly wage up to a maximum corresponding percentage of the average weekly wage in New York State, which is set annually by the New York State Department of Labor. For example, in 2024:

- The average weekly wage in New York State in 2024 is \$1,718.15.

- An associate who makes an average of \$1,000 a week would receive a benefit of \$670 a week (67% of \$1,000).
- An associate who makes an average of \$2,000 a week would receive a benefit of \$1,151.16 because 67% of \$2,000 is equal to \$1,340, which is higher than the maximum weekly benefit of \$1,151.16.

Associates combined total disability and PFL may not exceed 26 weeks in any 52-week period.

Associates are not eligible to claim Worker's Compensation Wage Benefits concurrently with Disability/PFL leave.

Requesting Leave

Where the necessity for leave is foreseeable, you must provide at least 30 days' notice of your intention to take leave. If 30 days' notice is not possible, you are expected to notify the Human Resources Department of the need for PFL leave as soon as practicable under the circumstances. If the need for leave is unforeseeable, associates should follow the Resort's usual call-in procedures and policies and provide an explanation of the need for leave, absent unusual circumstances. In all cases, notice should be given as soon as practicable under the circumstances. If an associate fails to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay or otherwise fails to satisfy notice obligations, the Resort may delay approval of PFL leave or the leave may be partially denied. Any unapproved absences during this period will be handled according to the Resort's usual attendance policies and procedures.

When requesting PFL, you will need to complete a Request for Paid Family leave form and submit it, with supporting documentation, to the Human Resources Department. You also may be required to submit medical certification from a health care provider.

Use of Paid Time Off

Associates do not have to exhaust paid time off (PTO) before using Paid Family Leave. However, associates may choose to use their available PTO as a supplement to paid family leave and/or disability.

Non-Continuous Leave

Paid Family Leave is only available in full day increments, but it can be taken intermittently.

Concurrency of FMLA and PFL Leave

Any PFL leave which also qualifies as FMLA leave will be counted against the associate's FMLA leave entitlement

Personal Leave

An associate who is not eligible for FMLA leave, or if the associate has exhausted his/her available FMLA leave, the associate may request an unpaid leave of absence if he/she has completed six (6) months of continuous employment. The need for leave must be demonstrated. A personal

leave of absence is defined as a leave that exceeds ten (10) working days. All paid time off (if applicable) must be exhausted prior to taking personal leave. Both the associate's needs and those of the Resort will be evaluated in determining whether the request for personal leave will be approved, and the associate and the Hotel must agree on an acceptable date for returning to work. Personal leave may be granted or denied at the sole discretion of the Resort. Personal leaves of absence beyond ten (10) days may be extended in one (1) week increments not to exceed twelve (12) weeks, or ninety (90) days.

To request leave, the associate must notify his/her supervisor in writing at least thirty (30) days in advance of the requested leave date, if possible. The request must include the reason for the absence and the anticipated return date.

If the associate fails to return to work by the specified return to work date, the Resort will assume the position has been abandoned. All Resort-paid benefits will be continued while the associate is on personal leave. However, the associate must continue to pay his/her share of the cost of the health, dental and/or voluntary insurance premiums on a monthly basis. If the payment is not submitted in a timely manner, the insurance coverage(s) will be cancelled. Upon the associate's availability to return to work, the Resort will make every attempt to find a comparable position, and the associate will be given the first opportunity for any such position. Standard pre-employment procedures will apply if your personal leave extends beyond thirty (30) days.

As required by law you may be entitled to a leave of absence of up to 6 months. Contact Human Resources for additional information.

PROMISE TO CARE FOR TEAM & COMMUNITY

Scott Enterprises Promise to Care Fund

The Promise to Care Fund is a non-profit (501c3) organization managed by associates which accepts charitable contributions to provide short-term financial assistance for Scott Enterprises team members who experience an emergency event resulting in a major financial burden.

An "emergency event" is an unforeseeable circumstance with the magnitude to dislocate, cause significant damage to residence, or an extraordinary, non-recurring personal/medical crisis. A "major financial burden" is a debt that cannot be paid by resources established in the Application for Assistance/Recovery Plan, including but not limited to, insurance (required), personal savings, federal/state organizations, loans, existing benefit programs or other private donations.

Examples of emergency events that may qualify for assistance from the Promise to Care Fund include natural disasters, vehicle accidents, residential fires, critical illness/injury, non-routine medical expenses or domestic abuse. Examples of events that do not qualify include loss of employment, household/living expenses, past due bills incurred prior to/or unrelated to a

qualifying emergency event, ongoing medical costs or an event that is the result of an action by the associate.

Grant Eligibility

Applicants must be an employee of Scott Enterprises or a surviving immediate family member (spouse, child or parent). Grant awards are based on available funds, to a maximum of \$1,000.00. Associates cannot apply for the same financial hardship more than once. Grant awards are limited to one request per family per year (rolling 12-months).

Application Procedure

- Confidential applications are available by contacting Management or Human Resources.
- A completed Application for Assistance/Recovery Plan, with supporting documentation, should be submitted to: PromiseToCareFund@visitscott.com. Incomplete applications will be returned and may cause processing delays.
- The Promise to Care Fund Board will convene as required to review applications within (72) business hours of receipt and determine whether the Application for Assistance/Recovery Plan and supporting documentation meets program criteria.
- The associate or his/her immediate family will be notified of grant approval or denial in writing.
- The grant award will be distributed as soon as practical. Associates are not required to repay the grant.

Donations and Fundraising

100% of donations received are deposited into an account that is used exclusively for Promise to Care Fund grants. Tax deductible donations are accepted in the form of cash, check or payroll deduction. Donation forms can be obtained by contacting the Promise to Care Fund Hotline at (814) 868-9577 or (814) 868-9500 ext. 2107. Fundraising suggestions can be submitted to the Scott Enterprises Care Committee.

Associate Discounts

Active associates who are available for a minimum of 12 hours per week and who are in good standing are eligible for Employee Discounts/Event Calendars. Employee Discounts are for employees only unless otherwise specified. The employee must be present to authorize discounts for immediate household members (spouse, children, parents or siblings). Ultimate Gift Cards may not be used in conjunction with any employee discount, including reduced rates or employee meals.

"Promise to Deliver" and Guest Priority

Please remember the Scott Enterprises "Promise to Deliver" – guests always take priority. Employees are encouraged to plan in advance, considering high volume operations, especially evenings, weekends and holidays. Restaurants typically experience increased guest traffic for

lunch (12:00pm-2:00pm) and dinner (5:00pm-7:00pm). Availability of employee discounts is subject to change at manager discretion, without notice, based on business need.

Identification Required to Use Discounts

Access to Employee Discounts/Event Calendar will not be authorized without a valid Employee Photo ID or Employee Photo Season Pass, current pay statement or business card, without exception.

After successfully completing new/rehire orientation at Peek 'n Peak Resort, associates may visit the Guest Services Desk (Annex Building; Upstairs) to obtain a Free Employee Photo ID or \$10 Employee Photo Season Pass (Winter Only) following receipt of clock number from management.

Season Pass Applications are available at the Guest Service Desk and must be signed by the employee's department manager, verifying that the employee is active, in good standing and available to work at least 12 hours/week. Employees should plan to get the Season Pass Application authorized and purchase the season pass prior to visiting the resort with the intention of using discounts. Season pass applications cannot be signed/authorized by supervisors or other members of the management team.

The Employee Photo ID/Season Pass is issued to reflect employment status (Year Round or Seasonal) – this status determines what discounts are available to the associate. Seasonal Photo ID/Season Passes will expire and must be renewed each season.

Employees who do not wish to carry cash as a form of payment are welcome to load a dollar amount onto the Employee Photo ID Card or Photo Season Pass. Any unused funds at the close of the season or end of employment will be refunded by Guest Services.

Reservations Required

Select Employee Discounts require advance reservations. The employee must identify him/herself as a Resort associate at the time of the reservation and provide valid identification prior to payment before a discount will be authorized.

Receipt of Payment Required

Employees are required to purchase all food and beverages without exception. Receipt of payment is required prior to picking up an employee meal from designated areas, including the kitchen. Managers or authorized representatives are permitted to validate receipts.

Designated Break Areas

Since time spent traveling or waiting for an employee meal is done off the clock, employees are encouraged to enjoy an "on duty" employee meal in the building closest to their work location. Management can provide details on designated employee break areas in various areas of the Resort. Employees are not permitted to eat an "on duty" meal at the bar area or designated guest seating areas.

Scott Enterprises Restaurant Discount

Active employees with proper identification are eligible to receive a 20% discount on their own meal (excluding alcohol) at any restaurant operated/owned by Scott Enterprises. The associate must show a current pay statement, business card or valid employee photo identification /season pass.

Splash Lagoon "Free" Days

Resort associates can enjoy a free day at Splash Lagoon Indoor Water Park as well as discounted admission for up to three (3) other family members or friends during designated times of the year. Resort associates who are employed seasonally may receive a voucher for Splash Lagoon if designated "free days" are not offered during the associate's period of employment. See offer for all details. Restrictions may apply.

Ultimate Gift Cards

Ultimate Gift Cards may not be used as a form of payment in conjunction with any employee discount, including employee meals. Employees who do not wish to carry cash as a form of payment are welcome to load a dollar amount onto their Employee Photo ID Card or Photo Season Pass.

Employee Discounts and Suspension

For associates who have been suspended in connection with a disciplinary matter, access to Scott Enterprises/Resort Discounts and Season Pass at Peek 'n Peak Resort will be discontinued from the time of suspension through conclusion of the 30-day probationary period. It is considered theft, punishable by criminal law, for a suspended associate to continue to present an Employee Photo ID/Photo Season Pass or Transfer Pass to access Scott Enterprises or Resort Discounts.

Employee Discounts and Termination

Access to Scott Enterprises/Resort Discounts and Season Pass at Peek 'n Peak Resort will be discontinued effective on last day of work, regardless of the reason for separation. It is considered theft, punishable by criminal law, for a terminated associate to continue to present an Employee Photo ID/Photo Season Pass or Transfer Pass to access Scott Enterprises or Resort Discounts.

CERIDIAN DAYFORCE

What is Ceridian Dayforce?

Ceridian Dayforce is an online tool that provides Scott Enterprises employees with access to:

- ✓ View Work Schedules
- ✓ Update Personal Information
- ✓ Input/Change Availability using a Shared Calendar
- ✓ Check Time Worked / Attendance and Makes Notes for Manager Review
- ✓ Print Paystubs and Tax Information
- ✓ Access Benefits and PTO
- ✓ Careers Website for Internal Job Search (Coming Soon!)

Ceridian Dayforce is available on the computer or at the time clock and by downloading the mobile app (Dayforce HCM) for iOS or Android devices.

How do you log into Ceridian Dayforce?

1. Enter Ceridian Dayforce link into your web browser (www.dayforcehcm.com) or download the Dayforce HCM Mobile App from the store on mobile device.
2. You will be prompted to enter the following credentials:
 - Company:** Scott
 - User Name:** First Initial + Last Name
 - Password:** Temp + Last 4 digits of Social Security Number (Initial Login ONLY)
3. When you have successfully logged into Ceridian Dayforce, you will be required to create a personalized password.

What should you do when logged in?

Please complete the following tasks from your personalized Ceridian Dayforce Home Page:

1. **Review Profile and Settings** to ensure personal and employment information is correct; changes can be processed by the employee at any time using 'Forms.'
2. **Permit Company Communications and Alerts:**
 - Select 'Edit' in the Contact Information Section under Profile & Settings
 - Check the box for 'Alerts' next to e-mail address.
 - Click 'Save' and follow the link received via e-mail to confirm
3. **Enter Availability using the Shared Calendar**
Availability must be entered a minimum of (2) weeks in advance; you will not be able to enter availability on the current week.
4. **Explore Employee Timesheet and Earnings** to review time worked and payroll information.
5. **Click the Help (?) Icon** to watch video tutorials and learn more about Ceridian Dayforce!

What if you forget password or get locked out?

1. Notify Human Resources immediately to reset your password.
2. Your password will be updated to: Temp123
3. Log into Ceridian with username and temporary password (Temp123)
4. You will be prompted to enter a new, personalized password.

CONTACT INFORMATION

Benefits

HR & Benefits Manager– Corporate Office (814) 868-9500 x 2100

Corporate Payroll Office

Payroll Concerns: (814) 868-9500 x 2517

Paycard Information

Comdata Customer Service: (888) 265-8228

Comdata Website: www.cardholder.comdata.com

Corporate Human Resources Office (814) 868-9500 x 2104

Peek ‘n Peak Resort Human Resources Staff

HR Specialist at Peek ‘n Peak (716) 355-4141 x7320

HR Specialist at Corporate (814) 868-9500 x2101

Email: PeekHR@visitscott.com

Fax (716) 355-6459

Worker’s Compensation & Safety

Peek’n Peak Safety & Workers Comp (716) 355 4141 x7320

Corporate Safety & Workers Comp (814) 868-9500 x 2104 or 2103