



**SIERRA
AT TAHOE**



Sierra-At-Tahoe
18/19 EMPLOYEE HANDBOOK

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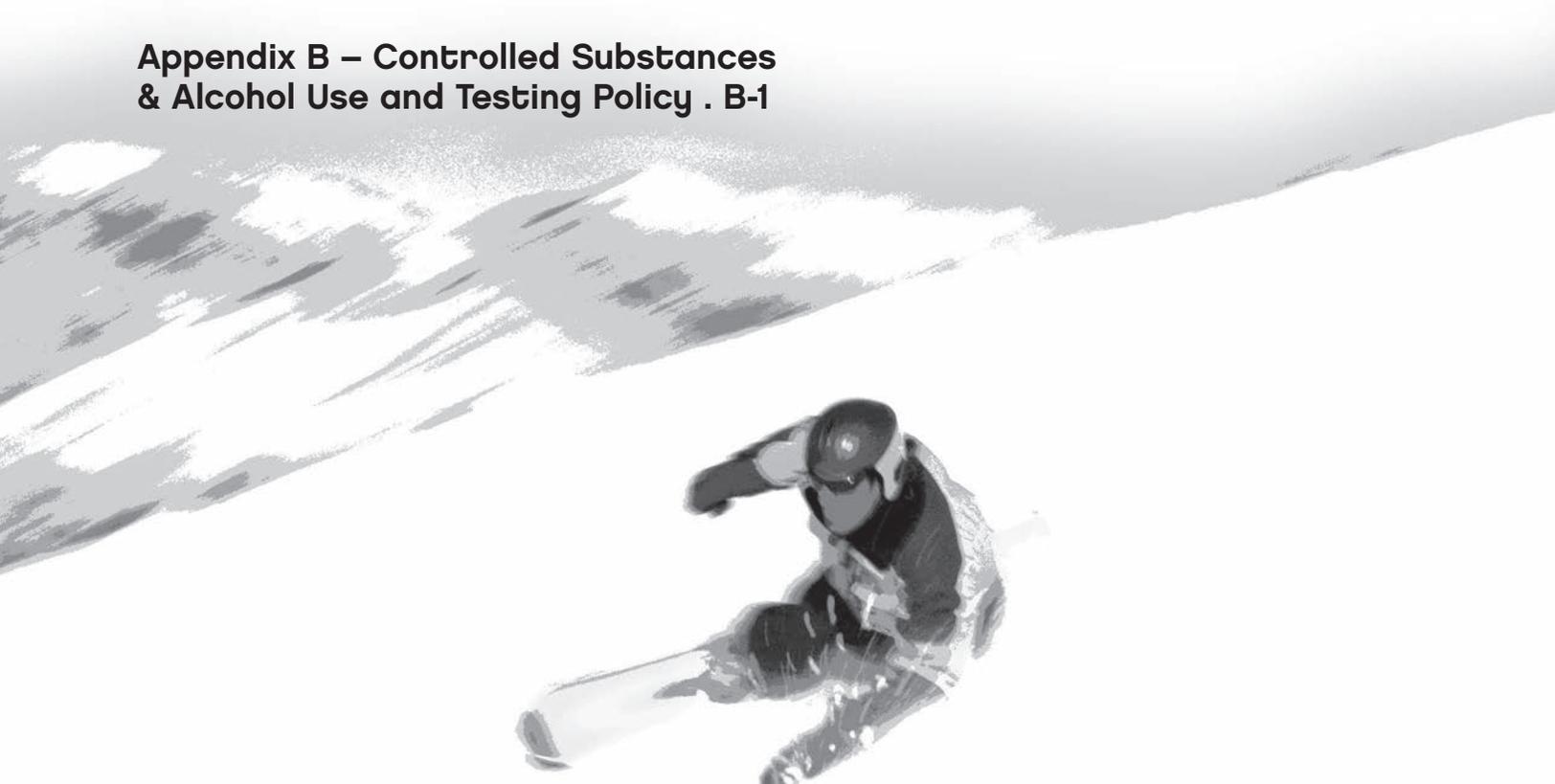
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SIERRA AT TAHOE





Welcome to
Sierra-At-Tahoe

You have chosen to work and play at one of Lake Tahoe's finest resorts, known for our welcoming, friendly, convenient service. Sierra Resort is where many skiers and riders first learned to enjoy winter sports, and our loyal guests have their reasons why they love us. We are blessed with abundant snowfall, beautiful mountain scenery, and awesome location in the Tahoe region. Sierra has become a favorite choice of Northern California, local South Lake Tahoe and destination visitors who know us as the best choice for a day trip to the mountains.

Our success is no secret, we have the best people! Friendly, outgoing, energetic, dedicated employees create a vibe that our guests love. We have a strong sense of values and commitments to the environment, to our communities, and to each other, which sets us apart. We believe Respect Gets Respect. We know that loyal guests come from happy, empowered employees. We strive to exceed our guests' expectations, and deliver on our promise of **Great Mountain, Great Service, Great People!**

Congratulations on becoming a productive member of our team. Our leadership will commit to providing a work environment that is safe, fun, and challenging. We will provide you with the tools and resources to be successful and help us achieve our goals. We hope that you have found a home where you can do what you love, and love what you do! Here's to a great winter season, and I will see you on the slopes!

John A. Rice

Vice President and General Manager

“We know that loyal guests come from happy, empowered employees.”

mission

Mission

Great Mountain, Great Service, Great People!

People come to our mountain to have fun. We believe that satisfied, loyal, returning guests come from happy, empowered, rewarded employees, which drives profitability.

Commitments & Values

These are things that make us get up in the morning. Light up our lives. Make us proud. You get the picture! 1. Guest experience – we're committed to making it great. 2. Employees – when you're happy, we're happy. 3. Responsible resort operations – integrity top to bottom, in equipment, in people, in how we do business. 4. Financial performance – money not only talks, it builds us a better mountain.

True North Direction

When we sat down to define and describe our company's culture and our dream for the ultimately cool workplace, one word stood out above all others. Kindness. Surprised? It isn't often corporations talk about kindness, let alone use it to describe one of its guiding principles. True North on our compass is to do what's right to get and keep our guests. Consider "get and keep guests" your working mantra. When in doubt, be kind.

Being Flexible

Our businesses are often subject to variables like weather, road conditions and fluctuations in guest and business volume; things that are outside of our control. That's why we look for and hire people who are adaptable and flexible. There may be extra long workdays or very short workdays, depending on demand. Thanks for being flexible. It says a lot about your character both professionally and personally.

Reduce, Reuse, Recycle

Sierra-at-Tahoe believes that the environment is our livelihood. We encourage employees to reduce, reuse, and recycle. Become part of the solution and get involved. Check with your local Human Resource department for more details.

Get Guests and Keep Them

Without our guests, we're nothing. Zip. Zero. Nada. You either interact directly with guests or you support someone who does. No matter what your job is, add marketer to your title. We get guests here by promoting our events, services and product (and it's a pretty spectacular product if we do say so ourselves). We keep them coming back by giving them more than they expected and doing it with relish and pleasure.

The Golden Rule

This will serve you in work and in life: Treat others the way you would like to be treated.

Branded Delivery

In order to get and keep guests, we want guests to experience Sierra at its best. That experience comes from our employees delivering on the Sierra personality. The definition of a brand is a product with a personality, and Sierra's personality is what sets us apart from other winter resorts. Sierra's personality (or brand) is fun, welcoming, quirky, easy/hassle-free, and value-oriented. These are some of the qualities we look for when we hire employees since we know it is the employees who bring this experience to life. Every interaction we have with a guest should be thought of with the brand personality in mind. So, now that you're here, get your fun on!

Make The Guest Right

If we've learned one thing in dealing with people, it's that "yes" is always a better answer than "no." Keep this in mind when you're problem solving for our guests. Our "Make The Guest Right" program and philosophy will show you how to break down barriers and provide excellent guest service. Your supervisor will explain the process and give you forms and information. Always use your best judgment. Make people happy. Get to "yes."

expectations

Exceeding Our Guests Expectations

You hear a lot about people and businesses “going the extra mile.” At Sierra, it’s more than a catchy slogan, it’s how we do business. Think about your own experiences. For the price you pay for services, you expect quality, value, service, cleanliness, and timely delivery. If you do not have your expectations met, you most likely will not return and will tell others about your bad experience. If your expectations are exceeded, you most likely will return and will tell others how great it was. Sierra has a reputation for exceeding the expectations of our guests, so it’s no wonder a large percentage of our business is from return guests and referrals. Our goal is to set the standard in our industries. We want to be known for legendary service. That’s where you come in. Let’s work together to go above and beyond and dazzle our guests with impeccable service. Creating a moment of magic for our guests is as simple as going above and beyond the call of duty. Order takers simply fill guests’ requests, while our staff asks if the guest would like another product or service to complement their requests. Here are some ways to create a moment of magic.

- Engage the guest immediately with warmth and enthusiasm.
- Use the guests’ name if you recognize them and personalize their experience.
- Anticipate what the guest will need to have a good day.
- Use the 10-foot rule and make eye contact with our guests.
- Listen empathetically when a guest has a concern.
- Use your knowledge to suggest appropriate products and services.
- Customize your suggestions to the individual guest profile.
- Take initiative to solve a problem for a guest.
- Understand and use both LAST and the Make the Guest Right programs.
- Thank the guest for their valued patronage and suggest a return visit.
- Invite the guest to return and provide assistance with their reservation.
- Smile and provide great guest service from beginning to end.

Legal Stuff

This Employee Handbook contains the employment policies and practices of Sierra-At-Tahoe in effect at the time of publication. All previously issued handbooks and any inconsistent policy statements, or memoranda are superseded.

The Company reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this Handbook or in any other document. Any such changes must be in writing and must be signed by the president of Sierra-At-Tahoe. The only exception to the right to make unilateral changes in this document are the “at-will” policy and the Arbitration Agreement, which can only be changed in writing by mutual agreement of the parties.

Any written changes to this Handbook will be distributed to all Employees so that Employees will be aware of the new policies or procedures. No oral statements or representations can in any way alter the provisions of this Handbook.

This Handbook sets forth the entire agreement between you and Sierra-At-Tahoe as to the duration of employment and the circumstances under which employment may be terminated. Nothing in this Employee Handbook or in any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any Employee.

You hear a lot about people and businesses “going the extra mile.” At Sierra, it’s more than a catchy slogan, it’s how we do business.

general

employment policies
and commitments



opportunity

General Employment Policies and Commitments



Equal Employment Opportunity Commitment

Sierra-At-Tahoe is committed to the concept and practice of equal employment opportunities in hiring, employment and promotional decisions. Sierra-At-Tahoe seeks to employ and advance the Sierra-At-Tahoe qualified applicant or Employee without regard to sex (including pregnancy, childbirth and related conditions), race, color, ancestry, religious creed, national origin, disability—physical and mental (including HIV and AIDS), medical condition, age, marital status, military or veteran status, sexual orientation (including gender identity and expression) or genetic characteristic.

If an Employee believes that he or she has suffered discrimination, Sierra-At-Tahoe wants to know about it. The Employee should notify their Supervisor immediately. If the Supervisor is involved in the problem, the Employee may contact the General Manager, or Human Resources. The Supervisor (or General Manager) will investigate claims promptly and take corrective action where appropriate. Regardless of the outcome of any investigation, there will be no retaliation against any Employee who reports perceived discrimination. Employees may also use the Problem Resolution Procedure in this Handbook.

Americans with Disabilities Act/Fair Employment & Housing Act

The Americans with Disabilities Act (ADA) and the Fair Employment & Housing Act (FEHA) prohibit discrimination in any terms or conditions of employment for qualified individuals with a disability. Both California and federal law require that employment decisions be based on the ability of a person to perform the essential functions of a job and not the person's disability or limitations. Further, it requires the Company to reasonably accommodate individuals with disabilities when necessary.

To comply with the ADA and FEHA, the Company will:

- Identify the essential functions of a job.
- Determine what impediments may exist to the person performing the job.
- Discuss with the Employee what options or accommodations may exist to permit the individual to fill the position.
- Determine which accommodation will be granted.
- Notify the individual of the decision and explain the choice.
- Base the decision upon the facts as presented.
- Document the process.

Policy Against Harassment/Abusive Conduct

In accordance with federal and state law, Sierra-At-Tahoe has adopted and maintains strict enforcement of this policy against harassment, which includes sexual harassment and/or abusive conduct. Harassment is any behavior or act that creates a work environment that is hostile, offensive or intimidating to the Employee, and is done on the basis of the Employee's sex (including pregnancy, childbirth and related conditions), race, color, ancestry, religious creed, national origin, disability—physical and mental (including HIV and AIDS), medical condition, age, marital status, military or veteran status, sexual orientation (including gender identity and expression) or genetic characteristic. Abusive conduct is defined as conduct of an Employer OR Employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to the Employer's legitimate business interest. The intent of this policy is to eliminate harassment and abuse from occurring at

eligibility

work. All Employees are urged to cooperate and abide by this policy by not engaging in any harassing behavior or abusive acts personally, and by reporting any incidents of harassment or abuse they observe or are subjected to immediately to their Supervisor (or Human Resources or the General Manager if the Supervisor is involved in the problem). Sierra-At-Tahoe does not condone or ratify any conduct that is construed to be harassment or abuse. Employees who violate this policy are subject to discipline or termination.

The following examples are provided to help Employees better understand what type of behavior or actions might be considered to be harassment: verbal abuse, including making or using derogatory comments, slurs or jokes; suggestive, degrading words, comments or suggestions; obscene letters, notes or invitations; unwelcome physical contact; any unwanted touching, assault or impeding or blocking of movement; threats of retaliation; offering or withholding of employment or employment benefits in exchange for sexual favors; any unwanted advances or propositions; visual conduct, including sexual gestures, leering, suggestive objects, pictures, posters, etc.; and graphic verbal commentaries about an individual's body; yelling, throwing tantrums, calling names or showing disrespect, contempt or otherwise abusing another Employee; throwing objects; berating, belittling, demeaning coworkers; or under the breath utterances.

Any Employee observing or subjected to harassment or abuse by another Employee, client or vendor of Sierra-At-Tahoe, or any other persons, should promptly and fully report the facts of the incident and the names of the individuals involved to their Supervisor (or Human Resources or the General Manager when necessary). All reports will be promptly investigated in a confidential manner, and corrective action will be taken when appropriate. The Company will not retaliate against Employees who bring problems to the attention of Management, and Sierra-At-Tahoe will make every effort to deter and correct harassment or abuse from occurring at work. Employees may also use the Problem Resolution Procedure in this Handbook.

In addition, all Employees of Sierra-At-Tahoe are provided with a copy of the Department of Fair Employment and Housing's pamphlet entitled "Sexual Harassment", which they must read and acknowledge along with this Handbook.

Employment

Employment with Sierra-At-Tahoe is terminable at will; that is, terminable at any time without reason or cause by either the Employee or Sierra-At-Tahoe. In addition, Employees may be demoted, transferred, laid off, or reassigned duties at any time without cause or reason at the sole discretion of Sierra-At-Tahoe.

If an Employee decides to terminate their employment for any reason, Sierra-At-Tahoe would appreciate two (2) weeks' notice in

writing. This courtesy on the Employee's part will give Sierra-At-Tahoe sufficient notice to arrange for a replacement.

Eligibility to Work

Sierra-At-Tahoe is committed to employing U.S. citizens and those non-citizens who are lawfully authorized to work in the United States. In order to comply with the Federal Immigration Reform and Control Act (IRCA) of 1986, each Employee must complete an Employment Eligibility Verification Form (Form I-9) and present proper documents to establish their identity and employment eligibility at the time of hire.

In addition, those Employees who do not possess proper documentation, but who are attempting to secure such evidence shall be allowed ninety (90) days to comply with this requirement.

Any person employed pursuant to a work permit, visa or other appropriate documentation with an expiration date must also reestablish their eligibility for employment at the expiration of such time by the presentation of additional documents establishing continuing eligibility.

Open-Door Policy

Sierra-At-Tahoe is committed to good Employee relations. Part of this commitment requires good communications. Open and frank discussion of problems, complaints, suggestions or questions is encouraged and will receive a timely response from Sierra-At-Tahoe.

If an Employee disagrees with established rules of conduct, policies, or practices, they can and should express their concern by first discussing their problem with their Supervisor or other members of Management. If they cannot resolve the dispute by informal means, then they should proceed to use the Problem Resolution Procedure, below. No Employee will be penalized for bringing forth a complaint in a reasonable business-like manner.

PROBLEM RESOLUTION

PROCEDURE:

STEP ONE: An Employee should verbally notify their immediate Supervisor of any issue and/or concern within five (5) days of the problem occurring. The Supervisor shall respond, providing the Employer's position within five (5) days thereafter.

STEP TWO: If the response from the Supervisor is not satisfactory to the Employee (or if the Supervisor is involved in the dispute) then the Employee shall notify the Human Resources Department of the problem, in writing, within five (5) days of receiving the Supervisor's response (or the initial problem involving the Supervisor), or the matter shall be considered dropped. Upon receipt, the Human Resources Department shall

conduct

respond to the Employee's concern within five (5) days. The Human Resources Department has full authority to make any adjustment deemed appropriate to resolve the problem.

STEP THREE: If the response from the Human Resources Department is not satisfactory to the Employee then the Employee shall notify the General Manager of the problem, in writing, within five (5) days of receiving the Human Resources Department's response, or the matter shall be considered dropped. Upon receipt, the General Manager shall respond to the Employee's concern within five (5) days. The General Manager has full authority to make any adjustment deemed appropriate to resolve the problem.

Although not every problem can be resolved to all parties' satisfaction, Sierra-At-Tahoe will make every reasonable attempt to respond to Employees' concerns and to address legitimate and serious issues.

If an Employee is ultimately not satisfied with the response, they may then submit the matter to binding arbitration as outlined below. However, any Employee who fails to follow the above guidelines as set forth is deemed to have waived any complaint, and no further action will be required from the Company.

Binding Arbitration

As a condition of employment, the Employee agrees that all disputes related to an Employee's employment by the Company or termination of that employment shall be submitted to binding arbitration pursuant to the Arbitration Agreement hereby incorporated by reference into this Handbook and attached as Appendix A.



administrative

policies



employment

Administrative Policies

Employee Information

All Employees must provide the Company with the following information and thereafter keep that information current:

- Current home address and phone number.
- Social Security number and W-4 withholding information.
- Name, address and phone number of person(s) to be reached in the event of an emergency.
- For health insurance purposes, the number and age(s) of dependent(s) (if dependent coverage is taken by Employee).
- DHS I-9 Form for Verification of Employment Eligibility.
- Proof of automobile insurance, DMV printout, and valid California driver's license (if required for the position).

Employment Classifications

GROUP 1 - YEAR-ROUND

Full-time year round (FTYR) employees are scheduled to work at least thirty (30) hours per week year-round. Such employees will work without a consecutive (4) four-week break in service. These employees qualify for all benefits identified in this manual.

Part-time year-round (PTYR) are employees or supervisors (hourly or salaried) of the Plan Sponsor or an affiliated company who work at least one thousand (1000) hours per year, without a consecutive four (4) week break in service during the benefit plan year.

GROUP 2 - SEASONAL

Seasonal employees may be either salaried or hourly and includes those employees who are hired for the "ski season". Such persons may be returning for one or more consecutive seasons. This group includes rehires who are scheduled to work 24 hours or more a week on a seasonal basis. These individuals are only eligible for benefits required by law as identified in this manual.

GROUP 3 - ON-CALL AND/OR PART-TIME < 24

"On-call and Part-Time < 24" employees may have no regular schedule and work as needed and as they are available or have a schedule but generally work less than 24 hours per week. Such individuals are not eligible for benefits except as mandated by law and identified in this manual.

In addition to the above, all Employees will be designated as one of the following:

Non-Exempt: Employees who do not meet the criteria for exemption from overtime under state or federal laws. These individuals must be paid overtime according to specific regulations which are outlined in the following sections.

Exempt: Employees who are bona fide executive, administrative or professional persons, as defined by state and federal law and are exempt from overtime pay. These individuals normally do not qualify for overtime pay, but may take time off when needed, as approved by authorized Management.

An Employee's classification will be assigned at the time of hire and cannot be changed except by written authorization of the General Manager of Sierra-At-Tahoe. Changes in scheduling will not automatically result in a change of classification.

Hours of Work

The Company operates seven days a week including weekends and holidays. Some operations are open all year round. Not all facilities or operations are open year-round, but it is the responsibility of the Employee to check their scheduled hours and to be to work on time.

Any change in scheduling must be pre-approved by the Employee's immediate Supervisor including changes in hours, late arrivals or early departures.

workweeks

Overtime

Hours worked in excess of eight (8) hours in a day or forty (40) hours per week (whichever is greater) shall be considered overtime, except during "winter months". During the winter months, only hours in excess of ten (10) hours per day or forty-eight (48) hours per week shall be considered overtime.



Non-exempt Employees shall be paid at the rate of one and one half (1½) times the Employee's regular rate of pay for all such hours up to twelve hours in a day, after which time the Employee will be paid at two (2) times the regular rate of pay. Any work performed on the seventh (7th) day in a row in the same workweek will automatically be paid at one and one half (1½) times the Employee's regular rate of pay.

Overtime must be approved in advance by the Employee's Supervisor or the employee will be paid, but subject to discipline.

Recording Time Worked

Sierra-At-Tahoe utilizes different record keeping methods depending on the department. In all cases, Employees must "punch-in" or "sign-in" just prior to their scheduled start time (or when returning from the meal break) and must be ready to work. Likewise, punching or signing out at meals and/or the end of the

day must also occur timely and be done only by the employee themselves. Employees who fail to record their time on a daily basis will be subject to disciplinary action, up to and including termination of employment with Sierra-At-Tahoe.

Employee time records are official Sierra-At-Tahoe records and must be accurately maintained. Recording another Employee's time or intentionally falsifying a time record is a serious violation of this policy. If a record needs to be corrected, both the Employee and the Supervisor must initial the change on the time card to verify its accuracy. Time cards are to be turned in by Employees to their Manager every Monday by 8 a.m.

Failure to follow the Company guidelines for maintaining an accurate time record may result in disciplinary action, up to and including termination of employment with Sierra-At-Tahoe.

Rest Breaks/Meal Periods

Employees are authorized and permitted one ten (10) minute break for each four (4) hours of work. Breaks are authorized by Management as needed and Employees may take their breaks as they deem appropriate. If the Employee is scheduled to work more than ten (10) hours or more, they will also be entitled to a third ten (10) minute break after ten (10) hours.

Employees are generally required to take a minimum of one-half (½) hour meal period, approximately half-way through a normal workday [of eight (8) hours]. The meal period must be finished before the commencement of the sixth (6th) hour of work. Meal periods are not considered working time and are not paid. If six (6) hours will complete the day's work, the meal period may be waived by mutual agreement between the Employee and Sierra-At-Tahoe.

If an Employee works more than ten (10) hours in a day, they will be authorized and permitted to take a second meal period of at least thirty (30) minutes. If the Employee took their first meal period, they may elect to waive the second meal period. However, if the Employee failed to take the first meal period for any reason, they must take the second meal period. Likewise, if the Employee is scheduled to work twelve (12) or more hours the second meal period must be taken and cannot be waived.

Workweeks

The workweek, for calculation of pay and overtime at Sierra-At-Tahoe, begins each Saturday at 12:01 a.m. and ends the following Friday at midnight.

Payroll Periods/Paydays

Pay periods are every two weeks starting on Saturday at 12:01 a.m. and ending the following Friday at midnight. Paydays are on the Thursday for the prior pay period.

payroll

In the event that a regularly scheduled payday falls on a holiday, checks will be distributed on the regular workday preceding the regular payday. If a regular payday falls during an Employee's paid time off, the Employee's paycheck will be available upon his or her return. Paychecks may be picked up at the Human Resources Department after 10:00 a.m. on payday.

Direct Transfer of Payroll Funds

Payroll funds may also be transferred directly into an Employee's bank account upon appropriate designation by the Employee, and receipt of a signed authorization to make such transfers. Once authorized, the direct deposit will generally begin 1–2 payroll cycles after the authorization is received by Human Resources. All Employees will be provided with access to a written statement of their earnings and deductions either directly on-line or printed by Human Resources upon request. Employees may also choose to stop direct deposit upon ten (10) days written notice to the General Manager.

Payroll Deductions

Under state and federal law, the following deductions are required to be made: federal income tax, state income tax, Social Security (FICA), Medicare and State Disability Insurance (SDI). In addition, garnishments may be levied on Employee wages and must be adhered to by Sierra-At-Tahoe.

Any other deductions are voluntary and require the Employee to authorize the deduction in advance and in writing. Such deductions may include Employee contributions for health and/or dental coverage if applicable.

Administrative Pay Corrections

Sierra-At-Tahoe takes all reasonable steps to ensure that Employees receive the correct amount of pay in each paycheck.

In the unlikely event that there is an error in the amount of pay, the Employee should promptly bring the discrepancy to the attention of your Supervisor or the Human Resources Department so that corrections can be made as quickly as possible.

Pay Advances

The Company does not make advances on payroll to Employees.

Lost Paychecks

If an Employee loses their paycheck, they must complete a lost paycheck form to initiate the stop-payment process. The Employee will be assessed a stop-payment fee. This process generally takes 5 to 10 business days and a new check will not be issued until the lost check is stopped.

Garnishments

Garnishments and wage assignments are legal liens against an Employee's earnings required to satisfy unpaid debts or judgments ordered by a court. Sierra-At-Tahoe has no option but to follow the precise requirements outlined in any garnishment, and Employees will be notified when such a garnishment is applied. Any Employee who receives excessive garnishments, however, may be subject to discipline up to and including termination.

Punctuality & Attendance

Employees of Sierra-At-Tahoe work in an environment affected by weather challenges (no one can call snow "bad") but are expected to be regular in attendance and punctuality. Any tardiness or absence causes problems for fellow Employees and guests. When an Employee is absent, others must perform their workload.

If an Employee is going to be tardy they must **personally call** their Supervisor before the start of their work shift and notify them of their estimated time of arrival, text messages or contacting a co-worker are not acceptable. If the Supervisor is not available, Employees should notify the next level of Management. Emails and text messages are **not** acceptable methods of providing notice. Employees who fail to notify their Supervisor of their tardy prior to their start time might not be allowed to work that day.

If an Employee is unable to report for work on any particular day, they must personally call their Supervisor at least one (1) hour prior to the start of their work shift. If the Supervisor is not available, the Employee must personally speak to the next level of Management and leave a telephone number where they can be reached. Employees may NOT have a relative or friend call in to report the Employee's absence, unless the Employee is unable to call due to a medical or other emergency. Emails and text messages are NOT acceptable methods of providing notice. Aside from extenuating circumstances, an absent Employee must call in on each day they are scheduled to work and will not report to work.

Absent Employees may be required to provide a signed physician's statement verifying illness and ability to return to work before they will be allowed to resume their duties. A physician's note may be required after three (3) consecutive days of absence.

appearance

An Employee who fails to report for work on any day without notification as outlined above may be considered as having abandoned his/her employment and voluntarily quit. Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment.

Working From Home

Employees may not work from home, nor may they take work product, documents or any other work-related materials out of the office, without the express written authorization of the President of the Company.

Personal Appearance/Hygiene

Employees' physical presence is the first professional image which guests, vendors, and visitors perceive of the Company. All Employees are expected to come to work in proper attire. Each individual, no matter what position in the Company, is a representative of Sierra-At-Tahoe. Appearance and hygiene sway people's opinions regarding who the person is and whom he/she represents. All field Employees must project a professional image while working for Sierra-At-Tahoe.

Each Employee is also expected to adhere to appropriate personal hygiene and grooming standards. Since staff in the field and in the office come in contact with guests, they must present a clean and professional appearance. Therefore, tattoos must be inoffensive or covered while working, and facial and tongue jewelry should not be worn while at work.

Employees must keep their nails and hair clean and tastefully groomed. Please be mindful of wearing fragrances, since some guests and staff may be sensitive to perfumes; these may cause migraines and respiratory distress. Sierra-At-Tahoe suggests that scented lotions, perfumes, colognes, scented hairspray, etc., be worn only in moderation or not at all.

If an Employee's Supervisor feels an Employee's personal appearance is inappropriate, the Employee may be asked to leave the workplace until he/she is properly attired and groomed. Under such circumstances, the Employee will not be compensated for the time away from work.

Uniforms

Uniforms make identifying staff easy for guests. Uniforms say "helpful, friendly employee over here!" While working, Employees are required to be flying the Company colors by wearing their uniform. They have been designed to be warm, comfortable and stylish.

Employees are responsible for keeping uniforms clean and wrinkle free. Depending on position, an Employee may be issued returnable uniform items such as jackets, pullovers, shirts, vests,

fleece or pants. Employees may wear their own pants as long as they are consistent in color with uniform guidelines, full length and regular size (no pants fitting too tightly, excessively baggy, too long, low or too short, etc.). Issued uniforms are to be returned at the end of employment. Because Employees will be held responsible for items not returned, the Employee should be sure to check the number of items issued to them. Employees will be held responsible for unreturned items and legal action may be taken. All clothing must be in good condition, not badly faded or tattered. Footwear must be safe and appropriate for the particular job. During the summer months, shorts may be permitted in some positions. Uniforms are to be worn only while on duty, and Employees may be asked to change out of issued jackets or pants before free skiing or participating in other personal activities on or off company property. Uniform jackets and name tags are absolutely **not permitted** while socializing in bars or while drinking alcohol or using tobacco products. Finally, Employees may **not** wear any other company's promotional clothing while on the job.

NAME TAGS: Face it, our Employees are so popular that people are going to want to know their name. Enter the name tag. Be sure to wear issued nametags at all times when at work. If an Employee loses their name tag, they must notify their manager or Human Resources to order a replacement.

Telephone/Cell Phone & Electronic Device Usage

Company telephones/cell phones may be used for personal calls **only** in emergencies. Personal cell phones and other electronic devices (including handheld devices, portable media players, MP3s, etc.) are also to be used only during non-working time and should be placed in the silent or off mode during working hours. Employees may send and/or receive calls or text messages on their personal cell phones only during their rest and meal periods, except in the case of an actual emergency.

Employees driving on Company business may not use cell phones while driving. All Employees will pull off the road in order to make a call or text.

CAMERAS & RECORDING DEVICES: Sierra-at-Tahoe is sensitive to guest and employee privacy issues. Likewise, claims of harassment and other current issues have led to the rule that Employees are not permitted to photograph, record (on any device) any activities while working at Sierra-at-Tahoe; regardless of whether they involve guests, co-workers, or just the individual Employee. This includes tape recording conversations as well as any video recordings.

An exception is allowed if the recording pertains to suggestions for safety improvements.

job posting

Personal Mail

All mail and/or packages received by Sierra-At-Tahoe will be presumed to be for the Company and shall be opened by Company personnel. The rules regarding the opening of personal mail at Sierra-At-Tahoe extends to Company computers and email as well as postal service or other delivery companies.

Off-Duty Conduct

While Sierra-At-Tahoe does not seek to interfere with the off-duty or personal conduct of its Employees, certain types of off-duty conduct may interfere with the Company's legitimate business interests. For this reason, Employees are expected to conduct their personal affairs in a manner that does not adversely affect the Company or their own integrity, reputation or credibility. An Employee's illegal or immoral conduct that adversely affects the Company's legitimate business interests or the Employee's ability to perform his or her job will not be tolerated. Likewise, personal relationships with co-workers are not prohibited but **cannot** have any negative impact on the workplace.

Employment of Relatives

What's good for the goose is good for the gander, and the spouse, mother, father, child, brother, sister, aunt, uncle, cousin, niece, nephew, in-law, step-relative, grandparent, grandchild and domestic partner. Working at Sierra-at-Tahoe may be all in the Family, as long as: one Employee doesn't report directly to a Supervisor or Manager who is a relative, there is no apparent conflict of interest, and a relative is not in a position to access sensitive or confidential information regarding another relative. To avoid this problem, the Company may refuse to hire or place a relative in a position where the potential for favoritism or conflict exists.

If employees become related or enter into an intimate relationship during the course of their tenure (hey, it happens) and their relationship creates a conflict in supervision, safety, security or morale; or if a reorganization creates such conflict, the Company may require a shift change, department transfer or employment termination. It is the Employee's obligation to inform their immediate Supervisor or Human Resources if they enter into such a relationship. Situations will be evaluated on a case by case basis and adjustments will be made when necessary. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the Employee is similar to that of persons who are related by blood or marriage. Any exceptions must be approved by the General Manager and Director of Human Resources.

Job Posting

As an equal opportunity employer, Sierra-at-Tahoe seeks to fill positions with the most qualified candidate for the job. The Company encourages Employees to grow with the Company and tries to promote Employees from within whenever appropriate. Job openings are posted in the Human Resources Department and on our website www.sierraattahoe.com.

Departmental Transfers

Want to try something new? Employees can broaden their experience by checking out another department. Departmental transfers are generally based on job performance and need. Interested Employees may apply for a different job, but are encouraged to discuss it with their Manager first, then apply through Human Resources.

Outside Employment

While employed by Sierra-At-Tahoe, Employees are expected to devote their energies to their jobs with the Company. The following types of employment elsewhere are strictly prohibited:

- Additional employment that creates a conflict with the needs of Sierra-At-Tahoe will result in disciplinary action up to and including termination.
- Additional employment that creates a conflict of interest or is incompatible with the Employee's position with the Company.
- Additional employment that impairs or has a detrimental effect on the Employee's work performance with the Company.
- Additional employment that requires the Employee to conduct work or related activities on Company property during the Employer's working hours or using Company facilities and/or equipment.
- Additional employment that directly or indirectly competes with the business or the interests of the Company.

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to their Supervisor explaining the details of the additional employment. If the additional employment is authorized, Sierra-At-Tahoe assumes no responsibility for it. Sierra-At-Tahoe shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time. If denied or revoked, the Employee will have to decide whether to continue working for the Company and terminate the outside employment or resign from Sierra-At-Tahoe.

Social media

Social Media Policy

With the popularity of social media, such as Blogs, Facebook, Instagram and Twitter, it's important that Employees understand how their behavior and participation on social media can affect themselves, their job and Sierra-At-Tahoe. Employees are personally responsible for anything they do, say and post on social media, even if they do not use their real name. All Employees of Sierra-At-Tahoe must follow these social media standards at all times:

STANDARDS: Employees may not use any type of camera, video or recording device, including cell phone cameras, in any Company facility or vehicle without express authorization of Management. The only exception is for recognition activities or other business uses approved by an Employee's Manager.

Employees may not post or text any of the following:

- Videos or photos of the complex or anything that happens in the workplace.
- Videos, photos or sound recordings that violate workplace policies.
- Inappropriate videos or photos that reflect poorly on the Employee, their job, the Company or the workplace or could harm another person's reputation.
- Brand information, including operational standards, job aids, training materials, workplace policies and product specifications.
- Personal information of others, such as name, phone number, address and Social Security number.

Employees may not claim or leave the impression that the Employee is speaking on behalf of Sierra-At-Tahoe.

Employees should keep in mind that they are more likely to resolve work related complaints by speaking directly with co-workers, Supervisors, Managers or by utilizing the Company Open-Door Policy/Problem Resolution Procedure, than by posting complaints to a social media outlet. Nevertheless, if an Employee decides to post complaints or criticism; avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage guests, associates or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or Company policy.

Employees must make it clear that what the Employee is saying on Social Media is their own opinion.

Employees must think about the possible effects of the post before creating or publishing it.

Employees must keep in mind that Sierra-At-Tahoe monitors online postings and will report ANY crimes, including theft, vandalism or safety issues, to the proper authorities.

Note: This does not apply to recognition activities and other approved business uses, including activities considered protected concerted activity by the National Labor Relations Board.

REMEMBER:

- If an Employee violates any of these Standards, they **will** be subject to discipline, up to and including termination.
- Even when a post is deleted, it can be stored online forever.

Use of Equipment

Equipment essential in accomplishing job duties is expensive and difficult to replace. When using Sierra-At-Tahoe property, Employees are expected to exercise care, perform required maintenance and follow all operating instructions, safety standards and guidelines.

Employees should notify their Supervisor if any equipment, machines, tools or vehicles appear to be damaged, defective or in need of repair. Prompt reporting of damages, defects or the need for repairs could prevent deterioration of equipment and possible injury to Employees or others. The Supervisor can answer any questions about an Employee's responsibility for maintenance and care of equipment or vehicles used on the job. The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles can result in disciplinary action up to and including termination of employment. Employees who damage or lose equipment due to gross negligence or willful misconduct will be responsible for repairing or replacing any such equipment.

Sierra-At-Tahoe may periodically need to assign and/or change "passwords" and personal codes for voice mail, e-mail, and computers. The password requirements may change for security reasons, as specified by our IT Department. These communication technologies and related storage media and databases are to be used only for Company business and they remain the property of Sierra-At-Tahoe. Sierra-At-Tahoe reserves the right to keep a record of all passwords and codes used and/or may be able to override any such password system.

Employees are responsible for all Company property, materials or written information issued to them or in their possession. Employees may be asked to sign an acknowledgment of receipt of Company property issued to them. All Company property must be returned on or before an Employee's last day of work. If the Employee fails to return Company property, the Employee may be held responsible for the replacement cost of Company property not returned due to gross negligence or willful misconduct.

safe driving

Personal Use of Company Equipment, Property or Facilities

Company equipment is not to be removed from the premises except with written authorization from a member of Management. Personal use of Company equipment, property or facilities is not permitted without specific prior written authorization of a member of Management. Such use may only be by the Employee and only after signing a waiver of liability. When such permission is granted, Employees shall be required to sign an authorization to deduct the entire cost of replacing the equipment, property or facilities from the Employee's pay if such equipment, property or facilities are damaged or lost.

Use of Company Vehicles

Employees who are authorized to operate a Company or personal vehicle in the course of their assigned work must adhere to the following rules:

1. The Employee must have and present a valid California driver's license. Any Employee who uses his or her personal vehicle for work-related travel shall maintain at least the minimum insurance required by law.
2. Any Employee who submits expense reports for mileage must provide mileage logs for the mileage expenses claimed.
3. Sierra-At-Tahoe provides insurance on Company vehicles; however, the Employee may be held responsible for accidents (caused by gross negligence or willful misconduct of the Employee), fines, moving or parking violations.
4. The Employee must keep the Company vehicle clean at all times. Persons not authorized or employed by Sierra-At-Tahoe cannot operate or ride in any Company vehicle.
5. Prior to operating any Company vehicle, the Employee's Supervisor will train the Employee on the appropriate steps to take if the Employee is involved in an accident (such as filling out the accident report, getting names and phone numbers of witnesses and so on).

Proof of License & Insurance

Any Employee using his/her personal vehicle for Sierra-At-Tahoe business purposes shall submit proof of a valid driver's license and automobile insurance coverage prior to employment and prior to the expiration date thereafter. Failure to provide proof of automobile insurance will lead to a restriction in work-related driving. If the job description requires a valid driver's license and the Employee loses that license, termination of employment may occur.

Safe Driving

Any traffic and/or parking violations are the responsibility of the individual Employee, and Sierra-At-Tahoe shall not be responsible for such violations. Moving violations for speeding, reckless driving or driving under the influence of drugs or alcohol must be reported to Sierra-At-Tahoe prior to the end of the shift or before resuming work (if the violation occurred off-duty). Employees who drive their own vehicles on Company business must obey all laws and will be reimbursed at the rate established by Human Resources.

Inventions & Creative Work

All Employees agree that all inventions (as herein defined) shall be and remain the property of Sierra-At-Tahoe. "Inventions" shall mean all ideas, potential marketing and sales relationships, inventions, research, plans for products or services, marketing plans, computer software (including, without limitation, source code and object code), computer programs, original works of authorship, characters, know-how, trade secrets, information, data, developments, discoveries, improvements, modifications, technology, algorithms and designs, whether or not subject to patent or copyright protection, made, conceived, expressed, developed, or actually or constructively reduced to practice by you solely or jointly with others in connection with or relating to any work performed by you for Sierra-At-Tahoe. These said inventions shall be considered as "work made for hire" belonging to Sierra-At-Tahoe.

To the extent that any such inventions, under applicable law, may not be considered work made for hire by the Employee for Sierra-At-Tahoe, the Employee agrees to assign and, upon its creation, automatically assign to Sierra-At-Tahoe the ownership of such material, including any copyright or other intellectual property rights in such materials, without the necessity of any further consideration. Sierra-At-Tahoe shall have the exclusive right to use the inventions, whether original or derivative, for all purposes. At the expense of Sierra-At-Tahoe, the Employee will assist Sierra-At-Tahoe in every proper way to protect the inventions throughout the world, including, without limitation, executing in favor of Sierra-At-Tahoe, or any affiliate of Sierra-At-Tahoe, patent, copyright and other applications and assignments relating to the inventions.

Internet

Internet/Email

Computers are an important business tool and personal use must be limited to a reasonable level and does not interfere with work. "Cruising", "streaming" or "surfing" the Internet on Company computers must be kept to a minimum and only during non-working time (such as breaks and meal periods). Cruising, streaming or surfing is defined as browsing the Internet for personal interests and is not related to Company work. There may not be any downloading or copying of software, programs, use of pop-ups or other unauthorized use of the computer system. Finally, use of the Internet for viewing, sending or receiving offensive, derogatory or pornographic material is absolutely not permitted and may result in discipline up to and including termination.

No Employee may set up or use any personal email accounts on Sierra-At-Tahoe computers. Nor shall there be any sort of games, programs, software or other unauthorized changes made to Company computers.

Employees may not sign up for personal newsletters or newsgroups on their computer. If there is a group or address that is work-related, and an Employee feels it might be useful, the Employee should consult the General Manager for permission.

Computer Software (Unauthorized Copying)

Sierra-At-Tahoe does not condone the illegal duplication of software or downloading of music or other media. Copyright laws are clear. The copyright holder is given certain exclusive rights, including the right to make and distribute copies. Title 17 of the U.S. Code states: "it is illegal to make or distribute copies of copyrighted material without authorization" (Section 106). The only exception is the user's right to make a backup copy for archival purposes (Section 117).

The law protects the exclusive rights of the copyright holder and does not give users the right to copy software unless a backup copy is not provided by the manufacturer. Unauthorized duplication of software is a federal crime. Penalties include fines and jail terms.

1. Sierra-At-Tahoe licenses the use of computer software from a variety of outside companies. Sierra-At-Tahoe does not own this software or its related documentation and, unless authorized by the software manufacturer, does not have the right to reproduce it.
2. With regard to use on local area networks or on multiple machines, Sierra-At-Tahoe Employees shall use the software only in accordance with the license agreement.

3. Sierra-At-Tahoe Employees learning of any misuse of software or related documentation within the Company shall notify the General Manager.
4. According to U.S. Copyright Law, illegal reproduction of software can be subject to civil damages and criminal penalties, including fines and imprisonment. Sierra-At-Tahoe Employees who make, acquire or use unauthorized copies of computer software shall be disciplined as appropriate under the circumstances. Such discipline may include dismissal.

Smoking/e-cigarettes/Vaping

Sierra-At-Tahoe is dedicated to providing a healthy, comfortable and productive work environment for our Employees. Therefore, smoking, use of e-cigarettes and vaping are prohibited in all Sierra-At-Tahoe facilities. Employees who wish to use tobacco products during breaks must do so in designated areas only and out of uniform.

Employee Parking

Employees may have access to free shuttle transportation to and from work. On the other hand, if an Employee must drive to work, they may be asked to park in alternative sites in order to accommodate guests on weekends and holidays, and other days designated by Management. When parking, Employees must take precautions to make their car visible to road maintenance and snow removal personnel and respect parking attendant instructions. Better yet, Employees should share their ride to work. It saves on emissions, parking space, traffic and supports our commitment to the environment. Check with the Human Resources Department for more information about carpool or rideshare programs in the local area.

Pet Free Workplace

It may be a dog-eat-dog world, but it's a pet-free workplace. Employees are not permitted to bring animals on Company property with the exception of service animals for individuals with disabilities or approved search and rescue dogs. This rule includes parking lots, too. Please leave the family pets at home.

guest + pr

Personal Property

While it is the intention of Sierra-at-Tahoe to hire only honest and trustworthy people, the Company cannot assume liability for the personal property of Employees while at work. Employees should not leave personal property unattended or on site without realizing their liability. Some examples are personal skis, boots, clothing, computers, cell phones, etc. Lockers may be assigned to some employees for temporary storage of ski equipment and clothing. The Company will not reimburse employees for damage to or loss of property on the premises. In the event of a theft, the loss should be immediately reported to the Employee's Supervisor. The Company will investigate and may notify local law enforcement agencies of the loss. Stay alert and always take precautions to prevent theft from occurring.

Guest & Public Relations

The success of Sierra-At-Tahoe depends upon the quality of the relationships between Sierra-At-Tahoe Employees and guests, suppliers and the general public. Sierra-At-Tahoe guests' impressions of the Company and their interest and willingness to do business with Sierra-At-Tahoe are formed by how Employees interact with them. In a sense, a Sierra-At-Tahoe Employee is an ambassador for the Company. The more goodwill Employees promote, the more the guest and public will respect and appreciate the services.

The opinions and attitudes that guests have toward Sierra-At-Tahoe can be affected for a long period of time by the actions of just one Employee. It is sometimes easy to take a guest for granted, but if that occurs the Company risks not only losing that guest, but their associates, friends or family who also may be guests or prospective guests.

Here are several things each Employee can do to help give guests a good impression of Sierra-At-Tahoe:

1. Guests are to be treated courteously and given proper attention at all times. Never regard a guest's questions or concerns as an interruption or an annoyance. Guest inquiries, whether in person or by telephone, must be addressed promptly and professionally.
2. Never place a telephone caller on hold for an extended period of time. Direct incoming calls to the appropriate person and make sure the call is received.
3. Act competently and deal with guests in a courteous and respectful manner. Through Employee conduct, the Company demonstrates its desire to assist the guest in obtaining the help that he or she needs. If an Employee is unable to help a guest, the Employee must find someone who can.



4. All correspondence and documents, whether to guests or others, must be neatly prepared and error-free. Attention to accuracy and detail in all paperwork demonstrates Sierra-At-Tahoe's commitment to those with whom it does business.
5. Employees must NEVER argue with a guest. If a problem develops or if a guest remains dissatisfied, the Employee must ask a Supervisor to intervene.
6. Communicate pleasantly and respectfully with other Employees at all times.

Gratuities & Gifts

Sierra-At-Tahoe guests deserve the finest service available from Company Employees, and when exceptional service is delivered, many guests are inclined to tip. Modest tips from guests may be graciously accepted, however, Employees are specifically FORBIDDEN to solicit tips or gifts of value. Employees may not ask for tips or gifts, hint that a tip/gift would be appreciated, or offer to perform additional services for additional compensation from a guest. Tips/gifts should be of a reasonable amount for services already provided and may not exceed fifty dollars

Solicitation

(\$50.00) in value. Employees may NOT perform any unauthorized extra work for the gratuity. Employees are not permitted to give unauthorized gifts to guests or suppliers, except for certain promotional items. Violation of any of these policies may result in immediate termination from employment.

Conflict of Interest

Employees must avoid actual or potential conflicts of interest with the Company. An Employee who has a conflict of interest with the Company may be subject to discipline, including termination. An Employee should contact his or her Supervisor with any questions about this policy.

Prohibited activities include, but are not limited to:

- Being an Owner, President, Employee, consultant or vendor to any business that competes, directly or indirectly, with the Company.
- Having a direct or indirect financial relationship with a competitor, guest or supplier; however, no conflict will exist in the case of ownership of less than one (1) percent of a publicly traded corporation.
- Engaging in any other employment or personal activity during work hours, or using the Company's name, logo, equipment or property, including stationery, office supplies, computers, telephones, fax machines, postage, and office machines, for personal purposes.
- Soliciting Company Employees, suppliers or guests to purchase goods or services of any kind for non-Company purposes, or to make contributions to any organizations or in support of any causes.
- Soliciting or entering into any business or financial transaction with another Employee whom the soliciting Employee supervises, either directly or indirectly, such as hiring the Employee to perform personal services or soliciting the Employee to enter into an investment.

Solicitation

Solicitation and the distribution of literature on Company property by non-Employees are strictly prohibited at ALL times. Solicitation (including fundraising) and the distribution of literature by Employees during working time are also not permitted. Working time includes both the working time of the Employee doing the soliciting or distributing and the Employee to whom the solicitation or distribution is directed. Therefore, if either Employee is working, solicitation and distribution are prohibited. Distribution of written solicitation material in working areas is prohibited at all times.

Media Contact

Employees may be approached for interviews or comments by the news media. Only specific contact people designated by the Company are authorized to comment on Company policy or events that have an impact on the Company. Please direct all media inquiries to the Marketing Department or the General Manager.

Personnel Files

Personnel files of Sierra-At-Tahoe Employees are the property of the Company but will be made available to Employees for inspection upon reasonable request and scheduling. Any such inspection will usually be on the Employee's own time and will be done only with a member of Management present at the time of the inspection. Copies of the personnel file will also be provided upon written request and for a modest cost.

In addition, all Employees must be aware that when information is requested by any person or entity outside the Company, Sierra-At-Tahoe will verify the dates of employment, the positions held and, with a written release by the Employee, the compensation paid. No other information will be provided, and the Company maintains a strict policy of not granting letters of reference.

Confidentiality

Every Employee is responsible for safeguarding confidential information obtained during employment with Sierra-At-Tahoe. Additionally, our guests and vendors entrust Sierra-At-Tahoe with important information relating to their businesses. The nature of this relationship requires maintenance of confidentiality. In safeguarding the information received, Sierra-At-Tahoe earns the respect and further trust of our guests and vendors. No one is permitted to remove or make copies of any Sierra-At-Tahoe records, reports or documents without prior Management approval. Finally, information about co-workers (including contact information, telephone numbers, email, addresses, etc.) are also confidential and may not be used except for Company business.

Employees are STRICTLY prohibited from revealing or divulging any such information unless it is necessary for the Employee to do so in the performance of their duties. Such confidential information includes, but is not limited to, the following examples:

- guest lists
- business plans
- guest history
- vendor lists
- guest preferences

security

- bid proposals/contract negotiations
- pending projects and proposals
- improvements in techniques/methods
- marketing strategies
- pricing information
- compensation data
- Employee information
- budget information
- financial information
- periodic business reports and summaries
- passwords

Access to confidential information should be on a “need-to-know” basis and must be authorized by a Supervisor. When employment with Sierra-At-Tahoe terminates, an Employee will still be required to maintain confidentiality. Disclosure of confidential information could lead to termination, as well as other possible legal action even after employment ends.

Security

In order to ensure the security and safety of Sierra-At-Tahoe Employees, as well as the confidentiality and proprietary and trade secret information at the facility, no visitors shall be allowed in any working area of the Company except by authorization of Management. All visitors must be cleared through the office and only those with a business purpose and/or immediate family of Employees will be permitted beyond the common office area. Persons who are not currently employed by Sierra-At-Tahoe, not related to Sierra-At-Tahoe Employees, and are not a paying guest will not be allowed on Company property.

Right of Inspection

For business and security reasons, Sierra-At-Tahoe reserves the right to inspect at any time, without prior notice, an Employee's work area, including but not limited to an Employee's desk, bag, backpack, briefcase, computer, computer files, email, voicemail, or any other equipment and property brought onto or removed from the premises, or supplied by the Company. Any security password or code used on Company equipment, computers, phones or alarms must be provided to the General Manager. Employees are specifically notified that they should have NO EXPECTATION OF PRIVACY WITH REGARD TO ANY COMPANY EQUIPMENT AND/OR ANY PERSONAL POSSESSIONS BROUGHT ONTO COMPANY PROPERTY OR COMPANY VEHICLES.

Performance Appraisal

Employees will generally receive periodic performance reviews. Year round staff will generally be reviewed annually, and seasonal staff by the end of the season. Performance evaluations will review factors such as quality and quantity of work, knowledge of the job, initiative, attitude towards work and towards other Employees, and additional contributions in the opinion of the Company. Performance evaluations are done in order to make Employees aware of their progress as well as their areas of needed improvement, objectives and goals for future work.

Positive performance evaluations do not guarantee increases in wage or position, as such are solely within the discretion of the Company and depend on other factors in addition to the performance appraisal. After the performance review has been provided, Employees will be asked to sign the evaluation report simply to acknowledge that it has been presented to them and discussed with them by their Supervisor. Employees are free to provide any explanation or rebuttal, in writing, to be inserted in their personnel file along with the performance evaluation.

Company Bulletin Boards

Sierra-At-Tahoe maintains a bulletin board to provide information to Employees concerning Company functions and general information including internal memos, job openings and required postings. The bulletin boards are maintained solely for use by Sierra-At-Tahoe and Employees may not post notices on Company bulletin boards.

Facilities

Employees are encouraged to maintain the premises in a neat, clean and presentable manner and to clean up after themselves whenever they are finished using the break room.

Good Housekeeping

All Employees must maintain good housekeeping in all work areas at all times. Each Employee is responsible for maintaining his/her own work station in such a manner that it is clean and orderly at all times. Employees are responsible for their own personal belongings. Likewise, Employees should help maintain the neat and professional appearance of the reception area, conference rooms and other public areas of the Company's building.

promotions



Although this list is not all-inclusive, Sierra-At-Tahoe strictly forbids the following:

- Falsification of timekeeping records.
- Dishonesty, falsification or misrepresentation on your application for employment or other work records; lying regarding illness or sick leave; falsifying reasons for a leave of absence or other data requested by Sierra-At-Tahoe; alteration of Company records or other Company documents.
- Working under the influence of alcohol or with illegal drugs in your body in any measurable amount.
- Possession, distribution, solicitation, sale, transfer or use of alcohol or illegal drugs in the workplace, while on duty or while operating Company-owned vehicles or equipment.
- Theft or inappropriate removal or possession of Company property or the property of fellow Employees; unauthorized use of Company equipment and/or property for personal reasons.
- Fighting, threatening or coercing fellow Employees, vendors or guests on Company property or during working hours, for any purpose.
- Boisterous or disruptive activity in the workplace.
- Negligence, gross negligence or any careless action leading to damage of Company-owned or guest-owned property or which endangers the life or safety of another person.
- Obscene or abusive language toward any Supervisor, Employee, vendor or guest; indifference or rudeness towards a guest or fellow Employee; any disorderly/antagonistic conduct on Company premises.
- Insubordination or other disrespectful conduct; refusing to obey instructions properly issued by a Supervisor or Manager pertaining to work; refusal to help out on a special assignment.
- Violation of security or safety rules or failure to observe safety rules and/or practices; failure to wear required safety equipment; tampering with Sierra-At-Tahoe equipment or safety equipment.
- Creating or contributing to unsanitary conditions.
- Smoking in prohibited areas.
- Any act of harassment based on any protected class, including but not limited to gender and race; telling inappropriate jokes or comments; making derogatory racial or ethnic slurs.
- Possession of dangerous or unauthorized materials, such as weapons, explosives or firearms, in the workplace.
- Excessive absenteeism or any absence without notice; failure to report an absence or late arrival.
- Unauthorized absence from work station during the workday; sleeping or loitering during working hours.

Promotions & Transfers

The Company encourages Employees to apply for open positions for which they may be qualified. The Company may post positions but does not guarantee that all job openings will be posted. Any Employee who wishes to change positions must take the initiative to investigate and determine when a job will open. Promotions or transfers will be granted in the sole discretion of the Company. The candidate's qualifications, past performance, potential and capacity to assume the duties of the new position will be evaluated in making a final selection. Existing Employees who apply for an open position will be considered along with external applicants when the position is posted both internally and externally. When two (2) or more candidates are equally qualified (in the opinion of the Company) length of service with Sierra-At-Tahoe shall be the determining factor.

Personal Conduct & Performance

As an Employee of Sierra-At-Tahoe, you will be representing the Company to our clients. Accordingly, Sierra-At-Tahoe expects its Employees to abide by certain general rules of conduct and performance while on the job. All Employees are subject to disciplinary action for any violation of these rules. Sierra-At-Tahoe reserves the right to determine what other action constitutes misconduct.

conduct



- Unauthorized use of telephones, mail system or other Company-owned equipment.
- Originating, spreading and taking part in malicious gossip or rumors about Employees of the Company.
- Unauthorized disclosure of business "secrets" or confidential information; giving confidential or proprietary information to competitors or other organizations or to unauthorized Sierra-At-Tahoe Employees; breach of confidentiality of personnel or Company information.

- Violation of Company rules or policies.
- Any action that is detrimental to Sierra-At-Tahoe or its efforts to operate profitably.
- Unsatisfactory work; failure to meet production or quality standards as explained by a Supervisor.
- Soliciting during working hours and/or in working areas; selling merchandise or collecting funds of any kind for charities or others without authorization, during business hours or at a time or place that interferes with the work of another Employee on Company premises.
- Speeding or careless driving of Company vehicles.
- Failure to immediately report any damage or accident involving Company equipment and vehicles.
- Using, removing or borrowing Company equipment or property without prior authorization.
- The use of abusive or threatening language or actions toward anyone.

The above list of prohibited conduct is not exhaustive or all-inclusive but is meant to be an example and although discipline may apply for a violation of any of the above rules, it in no way limits or alters the at-will status of all Employees.

Sierra-At-Tahoe strictly forbids originating, spreading and taking part in malicious gossip or rumors about Employees of the Company.

benefits



insurance

Benefits

Workers' Compensation

Sierra-At-Tahoe provides workers' compensation insurance coverage to protect Employees who are injured on the job. This insurance provides medical, surgical and hospital treatment in addition to payment for loss of earnings that result from work-related injuries. The cost of this coverage is paid completely by Sierra-At-Tahoe.

If an Employee is injured while working, he/she must report the injury immediately to the General Manager, regardless of how minor the injury may seem. If Employees have any question regarding the workers' compensation insurance program, they may contact Sierra-At-Tahoe.

State Disability Insurance

To protect Employees who miss work due to a non-work-related accident or illness, the law requires that a percentage of each Employee's wages, up to the prevailing maximum, be deducted each pay period for disability insurance. Eligible Employees will be paid a percentage of their regular earnings for a maximum period provided by law in any particular year.

Unemployment Insurance

Sierra-At-Tahoe provides unemployment insurance for Employees who may be eligible upon termination. In most cases, the Employee must file a claim in order to collect this benefit. Should such a situation arise, the Employee should inquire about unemployment insurance at the time of his/her separation from service.

Social Security and Medicare

Employees of Sierra-At-Tahoe are covered under the provisions of the Federal Social Security law (FICA) and Medicare. Social Security benefits are often a significant step to provide Employees and their families with a retirement income. The amount withheld from Employee wages for Social Security taxes is matched by Sierra-At-Tahoe. The total contribution by the Employee and Sierra-At-Tahoe is credited toward the Employee's Social Security benefits, which may be available at the time he/she is eligible to retire. In addition, disability and survivor benefits are financed through Social Security deductions.

Group Health Insurance

Sierra-At-Tahoe offers eligible Employees group medical, dental, vision and life insurance to eligible Employees regularly scheduled to work thirty (30) hours per week or more in all Groups. Eligible Employees are those who are Full-time Year-round and those who are Part-time Year-round and are salaried or supervisory level and above. These are Employees who do not have a consecutive four (4) week break in service. No other employees are eligible for Company paid health benefits.



Eligibility begins on the first day of the month following sixty (60) days of employment. Benefit plan booklets will be provided by Management when Employees are eligible for enrollment. Sierra-At-Tahoe coverage under a variety of providers and plans. Costs to the Employee depend on plan and coverage selection. Any coverage for dependents (if elected by the Employee) and the Employee's portion of their own monthly premium must be paid by the Employee through an authorized payroll deduction. All such selections should be made through Human Resources.

retirement

For group insurance, Sierra-At-Tahoe reserves the right to change plans or benefits, discontinue or reduce coverage, and to change the Employee deductible at any time without prior notice as long as allowed by state and federal law. Sierra-At-Tahoe will notify Employees of any such change and the effective date for the change. Employees are required to notify the Human Resources Department **immediately** whenever there is a change in dependent status or whenever a dependent is no longer eligible for insurance coverage.

COBRA

In compliance with law, Sierra-At-Tahoe provides continuation coverage of health benefits for any Employee who qualifies. Continuation is usually triggered by the end of employment or other acts and such continuation coverage is provided at full cost plus a premium to the Employee. Any Employee interested in continuation coverage should consult Management.

Retirement Plan

It's never too early to plan for the future. Sierra-at-Tahoe offers a 401(k) program that enables eligible Employees to start saving for retirement. Employees in all Groups are eligible to enroll upon specified enrollment dates in January and October each year if the Employee is 21 years of age or older, has 12 months of service with the Company, and 1000 hours of work within the immediately preceding 12 months of service. Once enrolled, an Employee may choose to invest in a variety of options. Sierra may match a portion of the Employee's contributions. Complete details of the 401(k) plan, as well as educational materials on investment options, are available from the Human Resources department.



Sick Leave

All Employees who have worked for Sierra-at-Tahoe for thirty (30) or more days will earn paid sick leave at the rate of one (1) hour for every thirty (30) hours worked up to a maximum of twenty-four (24) hours per year. Sick leave may be used only after the first ninety (90) days of employment, and only with proper notification.

Employees who have accrued sick leave may use the paid time off for their own illness, doctor appointments, preventive care or other medical related matters. Sick leave may also be used for the same purposes for a "family member" defined as: spouse, registered domestic partner, children (regardless of age), parents (including step-parents and in-laws), grandparents and grandchildren and siblings. Any sick leave not used by the end of the year will not be cashed out but may be carried over up to a maximum of forty-eight (48) hours. Sick leave may be used in a minimum of two (2) hour increments.

*It's never too early to plan
for the future.*

expenses



Employee Assistance Program

Everyone has difficult life situations to cope with at times, so the Company has contracted with Cigna to provide an Employee Assistance Program (EAP). The EAP is a totally confidential service to help individuals address problems that interfere with a healthy, happy lifestyle [e.g. alcohol and drug abuse, marital and family issues, emotional and financial difficulties, concerns about child and elder care, legal issues, and pre-retirement concerns]. Call the 24-hour toll-free hotline for more information at 1.800.538.3543.

Reimbursement of Necessary/ Approved Expenses

Use of personal vehicles for Company business will result in reimbursement at a rate per mile established by Human Resources. Employees are expected to keep track of their own mileage to submit for expense reimbursements. Any reasonable authorized expenses such as parking and tolls will also be reimbursed. To be reimbursed for all authorized expenses, Employees must submit an expense report/voucher accompanied by receipts and approved by their Supervisor.

Employees must submit expense reports on the Company-approved form and attach documentation for each expense. Receipts and other documentation, if smaller than a standard sheet of paper, will be taped to a sheet of paper prior to being attached to the expense report. All receipts and documentation will have the date, time, purpose and Employee or other party that has benefited clearly written on it.

LEAVES OF ABSENCE

JURY DUTY: Employees of Sierra-At-Tahoe will be granted jury duty leave upon presentation of the Jury Summons to the Employee's Supervisor. Jury duty is the civic responsibility of every citizen, however, Sierra -At-Tahoe may assist in this service. Group 1 employees are granted paid jury duty to a maximum of 15 days per calendar year. All other employees will be compensated in accordance with state law. Employees are paid only the difference between regular pay and the amount received for jury service by the court. Exempt employees will not be docked pay for time spent in jury duty, unless the time spent exceeds 15 days, and the time not paid is in increments of at least one full workweek where the employee has not performed any work. Please see Human Resources for details. Employees may use earned PTO if they wish. In addition, any Employee released from jury duty during his/her regularly scheduled shift shall return to work.

WITNESS DUTY: Sierra-At-Tahoe will grant Employees time off to act as a witness upon presentation of a copy of the subpoena to the General Manager. Such time off will not be paid unless the case involves Sierra-At-Tahoe.

MILITARY LEAVE: Sierra-At-Tahoe provides military leaves of absence to all Employees in compliance with applicable state and federal laws. Any Employee requesting military leave should submit such request promptly and give the Company any such request with a copy of his/her orders indicating the beginning and ending dates of his/her active duty period.

FAMILY CARE LEAVE: Sierra-At-Tahoe provides Family Care Leave to eligible Employees. Such leave will be up to twelve (12) workweeks during any twelve (12) month period to Employees who have been employed a minimum of twelve (12) months and have worked at least 1,250 hours.

Leave will only be granted for one or more of the following:

- The birth and care of newborn child.
- Adoption or placement of a foster child.
- Care of a spouse, parent or child with a serious health condition.
- Employee's own serious health condition.

All leave requests must be reviewed by the Human Resources Department. Based on the nature of the leave request, the Company will determine its eligibility under the Family Leave Act. A return to work will require a release from the physician if the Employee was the person under medical care.

leave

In addition, all Employees of Sierra-At-Tahoe are provided with a copy of the Department of Labor notice entitled "Employee Rights Under the Family and Medical Leave Act" which they must read and acknowledge along with this Handbook.

DISABILITY LEAVE DUE TO PREGNANCY, CHILDBIRTH OR RELATED MEDICAL CONDITION:

Employees disabled due to pregnancy, childbirth or related medical conditions may qualify for leave of absence for the duration of their disability, up to a maximum of four (4) months. Any Employee who believes he/she may qualify for such disability leave must present the Human Resources Department with a physician's statement of disability and must return to work upon release by his/her physician following the disability. Any disability lasting in excess of four (4) months will be granted, but the Employee will not be guaranteed a return to work after four (4) months of leave.

VOTING: Sierra-At-Tahoe encourages Employees to act on their right to vote. Therefore, any Employee who cannot cast his/her ballot outside his/her normal working hours, may request and be granted up to two (2) hours off in order to vote. Such a request should be made to the Human Resource Director at least one (1) day before the election date, and all requests must be made in writing. Such time off shall be granted with pay if the Employee brings his/her voter's receipt to the Human Resource Director on the next regular workday.

BEREAVEMENT LEAVE: All Employees who are absent from work due to the death of an immediate family member must notify the Human Resource Director of their need for time off from work. For purposes of this section only, immediate family is defined as spouse, parent, child, sibling, registered domestic partner, parent-in-law, child-in-law, grandparent, grandchild, step-parents and step-children. Employees will be allowed time off as reasonably required, for the purpose of arranging for and attending the funeral. The Company will pay an employee for up to a maximum of three (3) workdays in these circumstances.

SCHOOL LEAVE: Employees may request up to forty (40) hours off per calendar year in order to attend and participate in the school activities of any dependent child. No more than eight (8) hours may be taken during any single month, and Employees must receive permission in advance of taking the time off. Any time taken for this purpose is without pay, unless the Employee utilizes their accrued PTO.

Sierra-At-Tahoe will also grant unpaid time off to an Employee whose child is facing suspension from school to attend a meeting at the school to discuss the matter. The Employee must give reasonable notice to Sierra-At-Tahoe by notifying his/her Supervisor before leaving work.

RELIGIOUS ACCOMMODATIONS: Sierra-At-Tahoe will accommodate Employee religious needs so long as the Employee can establish the nature of the accommodation and provide at least thirty (30) days' notice of the need for the accommodation. Requests for accommodation must be made in writing and must include the requested accommodation and the religious faith requiring the accommodation.

EMERGENCY PERSONNEL LEAVE: The Company will provide unpaid time off if an Employee is called to perform emergency duty as a volunteer firefighter, peace officer, or emergency rescue personnel. If an Employee is an official volunteer firefighter, he/she should alert his/her Supervisor that he/she may have to take time off for emergency duty. When taking time off for emergency duty, the Employee must notify his/her Supervisor to obtain permission. The Employee may also be eligible for unpaid leave (not to exceed fourteen (14) days per calendar year) for purposes of engaging in required fire or law enforcement training.

DOMESTIC VIOLENCE OR SEXUAL ASSAULT VICTIM LEAVE:

Employees who are victims of domestic violence or sexual assault may request unpaid leave if involved in a judicial action, such as obtaining restraining orders or appearing in court to obtain relief to ensure their own health, safety or welfare, or that of his/her child. The Employee will be required to provide notice and certification of need to take leave under this policy. Certification may be sufficiently provided with any of the following:

- A police report indicating that the Employee was a victim of domestic violence or sexual assault.
- A court order protecting or separating the Employee from the perpetrator of an act of domestic violence, or other evidence from the court or prosecuting attorney that the Employee appeared in court.
- Documentation from a medical professional, domestic violence advocate, healthcare provider or counselor that the Employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence or sexual assault.

Sierra-At-Tahoe will, to the extent allowed by law, maintain the confidentiality of an Employee requesting leave under this provision. The Employee may be eligible to seek medical attention or obtain services from a domestic violence shelter, program or rape crisis center.

misc. bennies

VICTIM OF CRIME LEAVE: An Employee who is a victim of a violent crime, or whose immediate family member is a victim, may be eligible to take unpaid time off to attend judicial proceedings related to that crime. The Employee will be required to provide notice and certification of need to take leave under this policy. Certification may be sufficiently provided with documentation evidencing the judicial proceeding from any of the following entities:

- The court or government agency setting the hearing.
- The district attorney or prosecuting attorney.
- The victim/office that is advocating on behalf of the victim.

Sierra-At-Tahoe will, to the extent allowed by law, maintain the confidentiality of any records regarding the Employee's absence from work.

LACTATION ACCOMMODATION: Sierra-At-Tahoe accommodates mothers who choose to continue breast-feeding after returning to work. In order to do so, Sierra-At-Tahoe will allow sufficient break time for breast-feeding Employees to express milk at work. The Company will provide time and the use of a room, close to the Employee's work area to express at work. If possible, the room will include an electrical outlet. Any mother wishing to take advantage of this policy should contact their Supervisor.

DONOR LEAVE: Any Employee who volunteers to donate an organ or bone marrow to another individual because of medical necessity will be granted a leave of absence. Leaves for organ transplant will be granted for up to thirty (30) days and leaves for bone marrow donation will be granted for up to five (5) days in any one (1) year period, upon presentation of medical certification. During the leave, the Employee will be paid, but will be required to use up to five (5) days of sick leave or PTO for marrow donations and up to two (2) weeks of sick leave or PTO for organ transplants.

PERSONAL LEAVE: The Company reserves the right to grant additional leaves of absence for compelling and personal reasons not already subject to the leaves of absence noted above. Any such leave shall be in the sole and absolute discretion of Management and shall not be subject to grievance or review. Any Employee wishing a personal leave of absence under this section should make written application to the Employee's Supervisor as soon as the need is known. Personal leaves of absence shall be granted for a maximum of thirty (30) days but may be subject to an additional extension of thirty (30) days for additional compelling reasons.

Miscellaneous Employee Benefits

In addition to the above benefits, Employees also enjoy the following:

EMPLOYEE RESORT IDENTIFICATION & PASS: Employees are provided with a resort I.D. when they start work. This picture I.D. is the Employee's passport to benefits and privileges at Sierra-at-Tahoe. Employees must have their employee I.D. with them to take advantage of any of the benefits and privileges offered. All Employees must sign a liability release before using Employee privileges. All Employees (except those with "on-call" status) receive an I.D. card. "On-call" employees receive privileges on a per-shift worked basis.

Likewise, dependents of Employee may also be eligible for privileges. A dependent is defined as a spouse, qualified domestic partner or a legal dependent, 21 years or younger. The Human Resources Department can provide specific information.

SKIING & SNOWBOARDING: Employees of Sierra-at-Tahoe work hard and play hard. Employees may be eligible to ski or snowboard free of charge. But while enjoying privileges, Employees are expected to represent the Company in a positive manner and observe "The Responsibility Code" as listed in the safety section of this handbook. Letting someone else use an Employee I.D. is considered an abuse of this privilege and may result in disciplinary action including suspension of privileges or termination of employment. Sierra-at-Tahoe Employees are expected to "do the right thing" on and off the hill. Employees unable to perform normal work duties due to illness, injury, personal business or other reasons will not be allowed to use skiing, snowboarding or other privileges until they return to work. Employees separated for reasons other than being laid off must surrender their season pass as well as any dependent passes at that time.

Employees may not wear their uniform when enjoying privileges on the mountain while off duty.

Sierra-at-Tahoe has specific policies regarding complimentary tickets. The number of complimentary or discounted tickets may vary according to job and department, and are good only for the current season. These vouchers are for the personal use of the Employee or their friends and family and are not to be resold.

discounts

DISCOUNTS & FREE SKIING AT OTHER SKI RESORTS: They say one has to kiss a lot of toads before finding the right prince. So, go out there and sample the other ski resorts. Some may be charming. Others smart. Bring ideas from the best ones' home to Sierra-at-Tahoe. In the industry it's known as "benchmarking." The ideas help us to become even more attractive to guests. Many ski resorts will offer a discount to Sierra-at-Tahoe Employees. Present a letter of introduction with the Employee I.D. to receive any discounts offered. Letters of introduction and more details can be obtained at the Human Resources office. When visiting another resort please abide by their regulations and guidelines. When skiing/snowboarding elsewhere Employees are an ambassador of Sierra-at-Tahoe. Have fun but remember who loves ya.

SKI & SNOWBOARD LESSONS: Employees with a valid employee I.D. may join a group lesson for skiing or snowboarding depending on availability of space in the class. Check with Ski and Snowboard School for specific privileges and pricing details.

SKI & SNOWBOARD RENTALS: Discounted ski and snowboard equipment rentals may be available. Check with the rental shop for specific privileges and pricing details.

FOOD & BEVERAGE: Eat, drink and save money. Employees can receive a discount on food and non-alcoholic beverages at Sierra with a valid employee I.D. This discount is for Employee use only (not for friends or family). This discount may not be available during peak lunch periods and is not valid on alcoholic beverages at any location.

Employees with a valid employee I.D. may join a group lesson for skiing or snowboarding depending on availability of space in the class.

RETAIL: The retail shop may offer Employee discounts on regularly priced merchandise. They may also offer special deals and additional discounts. Just present the Employee I.D. when the purchase is made. Watch Company bulletin boards and resort newsletter for details.

LOCAL MERCHANTS: What's the big deal? Look no further than local merchants. Many offer discounts to Sierra-at-Tahoe Employees with proper identification or coupons. Human Resources has a list of local "partners" and their offers.





safetu



prevention

safety

Injury & Illness Prevention/ Workplace Security Programs

Sierra-At-Tahoe has adopted and incorporated herein, by reference, Cal-OSHA-required Injury Illness Prevention Program (IIPP); Workplace Security Program (WSP), a Code of Safe Work Practices and a Hazard Communication Program. These programs are located at various places throughout the Company and facilities and are also available upon request. Employees are required to comply with all OSHA-mandated programs, but if there are any questions, Employees should ask the General Manager for clarification.

Missing Persons

Everyone, at one time or another, has been lost. Our guests may also know the panic. That sinking feeling in the stomach. It's not exactly "fun". Anyone reporting a missing person at a resort should be directed to the Guest Services Center, Security and/or Ski Patrol with the utmost kindness and consideration. This may include a phone call or escorting the guest to where he/she can receive assistance. Lost children may need extra attention, and so may their parents. True North Direction, i.e., kindness and compassion, is the name of the game here.

Lost & Found

Employees and guests alike are grateful for the recovery of their belongings, so the Company has a designated Lost & Found area. Employees are required to turn in Lost and Found items immediately (during, before or after shift). If you do not immediately turn in Lost and Found items to the appropriate location, it may result in disciplinary action up to and including termination. Employees should confirm with their Supervisor or Manager of the location of the Lost & Found.

Fire Extinguishers

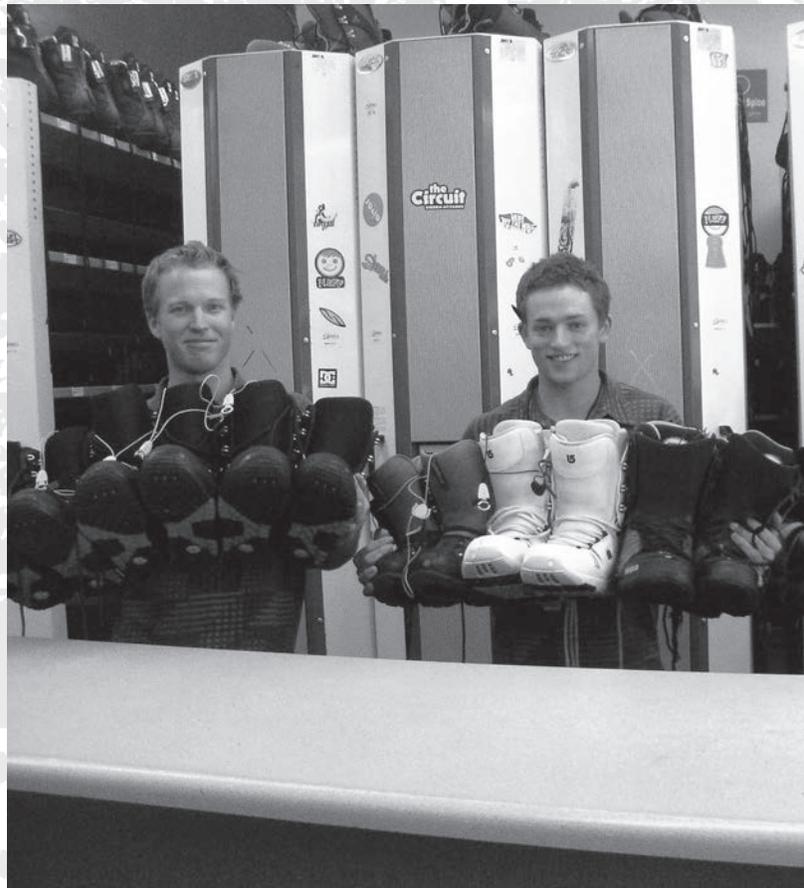
Fire extinguishers are available throughout the facility and office areas. Training on the proper use of fire extinguishers is provided yearly.

First Aid Kit

First aid kits are located throughout the facility. They are inspected monthly and restocked as needed.

Emergency Numbers

Fire, police, ambulance and other emergency numbers are posted at each exit door to the facility. Each Employee is given a copy of the Emergency Action Plan upon beginning employment. In an actual emergency, dial 9-911.



equipment

Safe Driving

All Employees driving their own vehicles on Sierra-At-Tahoe business must maintain a valid driver's license, a safe driving record, and obey all vehicular and seat belt laws. Proof of insurance must be filed with the General Manager Office.

Reporting Injuries, Illnesses and/or Accidents

If an Employee is injured or becomes ill, or is involved in **any** accident while at work, the Employee must report the injury, illness or accident to the Safety Manager or Human Resources **immediately**. If the injury, illness or accident is work-related, in addition to the above, within eight (8) hours of the injury, illness or accident, the Employee must submit a written report.

When a Visitor Is Injured on Sierra-At-Tahoe Premises

If a visitor is injured, immediately notify the closest member of Management of the incident. Take care to observe any details which may have contributed to the accident. Be helpful and polite, but do not make any statement about liability or fault on the part of the visitor or Sierra-At-Tahoe. Employees should offer to call emergency services for the visitor if the visitor requests such assistance. Immediately thereafter, Employees must report the details of the injury and witnesses thereto in writing to their Supervisor.

Drug-Free Workplace Policy

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace, on Sierra-At-Tahoe premises, on job sites and in Sierra-At-Tahoe equipment or vehicles, during working hours and before or after work on Sierra-At-Tahoe premises.

A controlled substance is defined as any drug or substance which could lead to psychological or physical impairment and dependency and which has a potential for abuse. By way of example, controlled substances include, but are not limited to the following: marijuana, hashish, PCP, cocaine, crack, crank, methamphetamine, LSD, heroin, amphetamines, barbiturates, Quaaludes and opiates. Also included in this category is abuse of prescription drugs or alcohol.

Any Employee who engages in any of the prohibited activities above will be terminated. Likewise, the Company has adopted and implemented a drug and alcohol testing program which is attached hereto as Appendix B and will be applied to all Employees.

the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace, on Sierra-At-Tahoe premises, on job sites and in Sierra-At-Tahoe equipment or vehicles, during working hours and before or after work on Sierra-At-Tahoe premises.

EMPLOYEE ACKNOWLEDGMENT

I acknowledge that I have received, read and agree to the provisions contained in pages 1 through 33 and Appendices A and B of the November 2018/2019 Sierra-At-Tahoe Employee Handbook.

This Handbook supersedes and replaces all other prior and/or subsequent written or oral representations, memoranda, policies, procedures and/or benefits. Sierra-At-Tahoe expressly reserves the sole right to change wages, policies, procedures, practices and/or benefits at any time. To be effective, any and all changes must be authorized in writing by the President of Sierra-At-Tahoe.

I further acknowledge that I have received, read and understand the Department of Fair Employment and Housing's pamphlet entitled, "Sexual Harassment", and the Department of Labor notice entitled "Employee Rights Under the Family and Medical Leave Act."

I agree to abide by and adhere to these provisions until changed in writing by the General Manager of Sierra-At-Tahoe, and I further agree to use my Sierra-At-Tahoe efforts to work productively while employed with Sierra-At-Tahoe.

Dated: _____

Printed Name

Employee Signature

appendix a: AGREEMENT TO ARBITRATE

READ THIS AGREEMENT CAREFULLY BEFORE YOU SIGN THE EMPLOYMENT ACKNOWLEDGEMENT FORM.

SECTION 1 – Agreement to Arbitrate: Employer and Employee agree that any dispute raised by either party within the scope of this agreement shall be submitted for resolution exclusively through binding arbitration (excluding actions brought under the Private Attorney's General Act and those pending before the National Labor Relations Board), instead of through trial by court or jury. The arbitration shall be before a single arbitrator in accordance with the employment dispute rules of the American Arbitration Association (AAA) then in effect, except that in the event of any conflict between those rules and those set forth herein, the rules set forth herein, shall control. The hearing shall be held in the metropolitan area in which the branch office located.

SECTION 2 – Scope of Agreement: This Article applies to any dispute involving Employer and Employee that would otherwise be recognizable in a court of law, including, without limitation, any dispute related to Employee's employment by Employer or the termination of that employment, whether based on contract, tort, state or federal statute, ordinance or regulation, and regardless of whether the claim is brought in front of state or federal agency, in civil court, individually or by class action. Examples of disputes covered by this Article include, but are not limited to claims Employee may bring against Employer or against its officers, director/Supervisor, Employees or agents for breach of contract (express or implied), breach of covenant of good faith and fair dealing, wrongful termination in violation of public policy, retaliatory discharge, discrimination (because of race, sex, national origin, religion, age, disability, marital status, sexual orientation or other protected characteristic), unlawful harassment, denial of leave, unpaid wages, intentional and negligent infliction of emotional distress, fraud and deceit, negligent misrepresentation, libel, slander and invasion of privacy, assault, battery and false imprisonment, conversion, intentional interference with contract, interference with prospective economic advantage, malicious prosecution and abuse of process, breach of fiduciary duty, and claims for payment of wages, commission and bonuses. Nothing in this Section is intended to create any additional rights or remedies not available to Employee under existing law.

SECTION 3 – Disputes with Third Parties: Without limiting the breadth of the foregoing, this Article applies to any dispute between Employee and any other person where (a) Employer is sought to be held vicarious or indirectly liable on account of the other person's conduct; or (b) the other person is subject to an arbitration agreement with Employer and the dispute relates to Employee's employment by Employer or the termination of that employment.

SECTION 4 – Claims Not Covered: This Article does not apply to certain claims and disputes, as follows: (a) any claim for worker's compensation benefits; (b) a judicial action by either party for a temporary restraining order or a preliminary injunction pending arbitration; (c) any report of a law enforcement agency regarding conduct believed to be crime; (d) disputes concerning Employee benefit plans that are covered by ERISA and administered by Employer, including but not limited to Employer's profit sharing and 401(k) Plan.

SECTION 5 – Class or Collective Actions: Employer and Employee agree that any dispute or claim subject to this agreement shall be brought and pursued only on an individual basis and may not be brought on behalf of a class or in a collective action. Accordingly, Employer and Employee each waive any right or authority to have any dispute brought, heard or arbitrated as a class action ("Class Action Waiver"). The Class Action Waiver shall be severable from the Agreement in any case in which (1) the dispute is filed as a class action and (2) there is a final judicial determination that the Class Action Waiver is invalid, unenforceable, unconscionable, void or voidable. In such instances, the class action must be litigated in a civil court of competent jurisdiction.

Employer and Employee each waive any right or authority to have any dispute brought, heard or arbitrated as a class action collective action ("Collective Action Waiver"). The Collective Action waiver shall be servable from the agreement in any case in which (1) the dispute is filed as a collective action and (2) there is a final judicial determination that the Collective Action Waiver is invalid, unenforceable, unconscionable, void or voidable. In such instances, the collective action must be litigated in civil court of competent jurisdiction.

Employee will not be retaliated against, disciplined or threatened with discipline as a result of the filing of or participation in a class or collective action in any forum. However, Employer may lawfully seek enforcement of this Agreement and the Class Action Waiver and Collective Action Waiver under the Federal Arbitration Act and seek dismissal of such class and/or collective actions or claims. Notwithstanding any other clause contained in the Agreement, any claim in court or arbitration that all or part of the class action Waiver is invalid, unenforceable,

unconscionable, void or voidable may be determined only by a court and not by an arbitrator. The Class Action waiver and Collective Action Waiver shall be severable in any case in which the dispute is filed as an individual action and severance is necessary to ensure that the individual action proceeds in arbitration.

Private attorney general representative actions under the California Labor Code are not arbitrable and are not within the scope of this Agreement. Such action may be maintained in any court of competent jurisdiction.

SECTION 6 – Initiation of Arbitration: The aggrieved party must give written notice of any claim by making a written demand for arbitration on the other party. Written notice to Employer shall be sent to the CEO of DCC. Written notice to Employee shall be sent to the Employee's last address recorded in Employee's personnel file. The demand for arbitration shall describe the nature of all claims asserted, the facts on which the claims are based, and the relief requested. Notice must be by certified or registered mail, return receipt requested. Once the demand is sent and received, Employer will file the demand within a reasonable time with the appropriate office of the A.A.A.

SECTION 7– Selection of Arbitrator: The parties hereby agree that a neutral arbitrator will be selected in accordance with the A.A.A rules and that a single arbitrator shall preside over the claims asserted.

SECTION 8– Expenses and Fees of Arbitration: If Employer initiates the arbitration it shall pay the A.A.A. administrative fees. If Employee initiates the arbitration, then Employee shall pay up to the first one hundred fifty dollars (\$150) of the fees, and Employer shall pay the remainder. In either case, each side shall pay its own legal fees and expenses.

If Employee's claims are based on statutes that govern the employment relationship, the fees and expenses of the arbitrator shall be paid completely by Employer, except to the extent that Employee decides to pay up to one-half of those fees and expenses himself or herself (and except as provided above). The arbitrator shall not be informed whether Employee has exercised this option, unless Employee decides to make that disclosure. If Employee's claims are based on the contract or common law, the fees and expenses of the arbitrator shall be split by the parties, with Employee bearing one-half of the initial filing fees, case service fee, and any additional fees imposed by the arbitrator.

SECTION 9 – Authority of the Arbitrator: The arbitrator shall have authority to interpret and apply this Article and the agreement. The arbitrator shall resolve any controversy as to whether a dispute is arbitrable, construing the scope of the Article broadly in favor of final and binding arbitration, to the extent permitted by law. The arbitrator may hear and rule on prehearing disputes and hold conferences by telephone or in person as the arbitrator deems necessary. The arbitrator shall resolve all discovery issues and shall permit reasonable discovery. The arbitrator shall have authority to grant prehearing motions, including motions to dismiss and motions for summary judgment in accordance with the rules set forth in the Federal Rules of Civil Procedures and the judicial authorities interpreting those rules. Upon notice of such a motion, the arbitrator will establish a briefing schedule and, if necessary, schedule an opportunity for oral argument prior to considering the motion. The arbitrator shall apply the substantive law applicable and may award any remedy authorized by law.

The arbitrator has no authority to (a) add to or modify the terms of any contract between the parties, (b) require Employer to adopt new organization policies or procedures, or (c) hear or decide any matter that was not processed in accordance with this Article, absent written consent of both parties.

SECTION 10 – Procedures for Arbitration: The procedures to be followed are those set forth in the employment dispute resolution rules of the A.A.A., except to the extent those rules differ from those set forth in this Article, and in that case, the conflict shall be resolved by applying the terms of the Article. Each party shall have the right to subpoena witnesses and documents for the arbitration hearing. No part of the procedures shall be open to the public or the media. All evidence discovered or submitted at the hearing is confidential and may not be disclosed, except pursuant to court order. The arbitrator's award shall contain written findings of the fact and a finding on each issue necessary to the arbitrator's conclusion, together with conclusions of law sufficient to provide a rationale for the arbitrator's decision with respect to the matters at issue. Judgement upon the award rendered by the arbitrator may be entered in any county having jurisdiction thereof. The award may be vacated or modified only on the grounds specified in the Federal Arbitration Act or the applicable state arbitration provisions.

SECTION 11 - Enforcement of Agreement: This Article and agreement may be enforced in accordance with the provision of the Federal Arbitration Act, 9 U.S.C. §§ 1, et seq., or the provisions of any applicable state arbitration statute. If any provision of this Article or agreement is adjudged to be void or otherwise unenforceable, in whole or in part, that adjudication shall not affect the validity of the remainder of this Article.

SECTION 12 – Consideration: Each party enters into the agreement in consideration of the other party's promise to arbitrate any dispute subject to this agreement.

SECTION 13 – Modification: This article survives the termination of employment and may be modified only by a writing signed by Employee and an officer of Employers. This Article may not be modified by oral or implied agreements, understanding or arrangements. No Employee or agent of Employer is authorized to make any agreement, understanding or arrangement to the contrary.

SECTION 14 – Agreement: Employee acknowledges that he/she has read this agreement and understands its terms, that Employee has an ample opportunity to consult an attorney or other advisor, that Employee has taken that opportunity to the extent he/she wishes to do so, and that in accepting the terms of this Article and agreement Employee is not relying on any promises or representation not set forth herein. Employee acknowledges that this Article and agreement is the complete agreement between Employee and Employer concerning resolution of legal disputes, and that this Article and agreement supersede any prior understanding or arrangements on the same subject matter. Employee understands that in this Article and agreement the parties knowingly agree to substitute arbitration for court or jury trial as a means of resolving their legal disputes.

Dated: _____

Dated: _____

Printed Name

Employee Signature

Sierra-at-Tahoe LLC

Signature

appendix b: CONTROLLED SUBSTANCES AND ALCOHOL USE AND TESTING POLICY

A. Purpose

Sierra-At-Tahoe is committed to providing a safe, efficient and healthful work environment for all Employees. Because of this commitment, Sierra-At-Tahoe has established the following policy regarding drugs and alcohol:

B. Policy

No Employee may report to work with drugs or alcohol present in their body. No Employee may use, possess, purchase, store, sell or distribute alcohol or drugs while on Sierra-At-Tahoe premises, or while operating equipment or vehicles, or while on Sierra-At-Tahoe business, even if away from the physical work location, while on duty (including breaks, lunch periods, overtime and paid stand-by). No Employee may use Sierra-At-Tahoe premises or Sierra-At-Tahoe equipment or vehicles for any unlawful activities connected with alcohol or drugs.

While the use of prescription medications and drugs is not, per se, a violation of this policy, all Employees must advise their Supervisor whenever they are taking prescription or over-the-counter drugs that may cause dizziness, drowsiness or interference with their ability to work safely or productively. If an Employee is driving a motor vehicle or operating equipment, machinery or power tools, the Employee must advise their Supervisor that they are taking a medication which restricts their activities or contains a warning concerning driving a motor vehicle, operating equipment, machinery or power tools. It is Sierra-At-Tahoe policy that it is the Employee's responsibility to notify their Supervisor before beginning work when taking any prescription medication that the Employee has been cautioned or warned may interfere with the safe and effective performance of duties or operation of Sierra-At-Tahoe equipment.

Any Employee found in violation of the above rules will be subject to discipline, up to and including immediate termination.

Apart from the above, all Sierra-At-Tahoe premises and Sierra-At-Tahoe vehicles shall be subject to random searches without notice at any time.

Any Employee who so requests in writing shall be given a copy of the results of their own alcohol or drug tests after the written test results have been received by the General Manager.

C. When Testing Is Required and Consequences of Refusal

Sierra-At-Tahoe policy requires Employees to submit to alcohol and controlled substance tests administered in accordance with this policy. A refusal to submit to an alcohol or a controlled substance test is a violation of Sierra-At-Tahoe policy. An Employee who refuses to submit to such tests shall be terminated.

Note: A “refusal to submit” or “refuse to submit” to testing means (i) failure to provide adequate breath for testing without a valid medical explanation; (ii) failure to provide adequate urine for controlled substances testing without a valid medical explanation; (iii) engaging in conduct that clearly obstructs the testing process; or (iv) refusing to sign the certification forms or to otherwise cooperate with the testing process in a way that prevents the completion of the test.

If an Employee refuses to submit to testing, such refusal shall be documented on Form B. If an Employee consents to testing, such consent shall be documented on Forms C and D.

D. Tests

Tests Sierra-At-Tahoe policy requires testing of Employees who drive commercial vehicles in the following two (2) circumstances:

(1) POST-ACCIDENT TESTING:

Employees will be subject to post accident testing if the accident involves lost time from work, or medical attention beyond first aid, or property damage in excess of \$500.00, and there is no other more reasonable explanation for the accident. The test(s) must be conducted within eight (8) hours of the incident/accident. If a positive result occurs, the Employee will be terminated.

(2) REASONABLE SUSPICION TESTING:

(a) Alcohol: Sierra-At-Tahoe shall require an Employee to submit to an alcohol test when Sierra-At-Tahoe has a reasonable suspicion to believe that the Employee has violated the prohibitions set forth above concerning alcohol. The determination that reasonable suspicion exists must be based on specific, contemporaneous observations concerning the appearance, behavior, speech or body odors of the Employee. Alcohol testing is authorized only if the reasonable suspicion observations are made during or just preceding the period of the workday that the Employee is required to be in compliance with this policy. An Employee may be directed by Sierra-At-Tahoe to undergo reasonable suspicion testing any time the Employee is on duty. The grounds for reasonable suspicion must be documented. (Form A).

(b) Controlled Substances: Sierra-At-Tahoe shall require an Employee to submit to a controlled substance test when Sierra-At-Tahoe has reasonable suspicion to believe that the Employee has violated the prohibitions concerning controlled substances. Sierra-At-Tahoe's determination that reasonable suspicion exists must be based on specific, contemporaneous observations concerning the appearance, behavior, speech or body odors of the Employee. The observation may include indications of the chronic and withdrawal effects of controlled substances. The grounds for reasonable suspicion must be documented. (Form A).

(c) When an Employee is asked to submit to drug and/or alcohol testing based on reasonable suspicion, a Supervisor or Manager will drive them to the testing facility.

Dated: _____

E. Consequences of a Positive Test Result

(1) Controlled Substances: Testing positive for controlled substances, refusing to test or providing a less than adequate sample in accordance with these procedures will result in the Employee being terminated.

(2) Alcohol Testing: If an Employee tests positive for alcohol at a level of .08 or greater, refuses to submit to the test or provides a less than adequate sample, the Employee will be terminated. If an Employee tests positive for alcohol below .08, they will be subject to disciplinary action up to and including termination.

Printed Name

Employee Signature

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