

FILED

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ALABAMA

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U.S. DISTRICT COURT
N.D. OF ALABAMA

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

and

INGRID WATKINS,

Plaintiff-Intervenor,

v.

Civil Action No.
CV-99-B-2438-NE

CHARLES W. "WOODY" ANDERSON, d/b/a
HOLIDAY INN HUNTSVILLE WEST, HAMPTON INN
MADISON and HAMPTON INN UNIVERSITY, an
integrated enterprise,

Defendant.

ENTERED

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CONSENT DECREE

I. INTRODUCTION

This CONSENT DECREE has been voluntarily entered into between Plaintiff Equal Employment Opportunity Commission ("EEOC"), Plaintiff-Intervenor Ingrid Watkins and Charles W. "Woody" Anderson doing business as Holiday Inn Huntsville West ("Holiday Inn").

II. LITIGATION BACKGROUND

On September 14, 1999, the EEOC filed suit in this Court against Holiday Inn. The EEOC's complaint alleged that Holiday Inn terminated Ingrid Watkins' employment in retaliation for her

complaints about sexual harassment in violation of Title VII. On October 21, 1999, Plaintiff-Intervenor Ingrid Watkins filed her Motion to Intervene as party plaintiff. Her motion was granted on December 9, 1999.

III. GENERAL PROVISIONS

This Consent Decree resolves the complaint in *EEOC v. Charles W. "Woody" Anderson, d/b/a Holiday Inn Huntsville West, Hampton Inn Madison and Hampton Inn University, an integrated enterprise*, CV-99-B-2438-NE (N.D. Ala.), and Charge No. 130-99-0131. Nothing herein shall be deemed to be an admission by Holiday Inn that it has at any time, place or in any manner whatsoever violated Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.* or that it has violated any other state or federal law or that it has violated any other theory of liability raised in the lawsuits or demands of any of the parties.

The EEOC and Holiday Inn further agree that this Decree does not, however, resolve any charges that may be pending with the EEOC other than the charge specifically referred to in this Decree.

The duration of this Decree shall be three (3) years from the date of entry of the Decree. During that time, this Court shall retain jurisdiction over this matter and the parties for purposes of enforcing compliance with the Decree, including issuing such orders as may be required to effectuate its purposes of enforcing compliance with the Decree. Accordingly, this Decree shall expire and shall be without force and effect three (3) years from the date of entry of this Decree.

NOW THEREFORE, the Court having carefully examined the terms and provisions of this Consent Decree, and based on the pleadings, record and stipulations of the Parties, it is FURTHER ORDERED, ADJUDGED AND DECREED THAT:

IV. SPECIFIC RELIEF

A. Monetary Relief

As monetary consideration for settlement of the claims of the Plaintiff-Intervenor, Holiday Inn will pay a total of \$70,000.00 as back pay, compensatory damages and attorney's fees in this case. Holiday Inn agrees to pay the Mediator all of the EEOC's fees in association with the Mediation of this case. Holiday Inn will pay the EEOC \$545.00 in costs. Costs for the Plaintiff-Intervenor will be paid through a separate agreement.

The Plaintiff-Intervenor shall be required in order to receive any monetary payment to sign a Release as agreed to by Ms. Watkins counsel and Holiday Inn's counsel.

Holiday Inn shall forward all payments under this Decree as stipulated to by the parties, to the attorneys of record by hand delivery or wire transfer within fourteen (14) business days of the signing of the Release by Ms. Watkins.

Within 30 days after receipt of the original signed releases Holiday Inn shall forward the following to Pamela K. Agee, Senior Trial Attorney, EEOC, Birmingham District Office, 1120 Twenty-Second Street South, Suite 2000, Birmingham, AL 35205: (1) a copy of all checks paid; and (2) documentation of issuance and receipt of the checks having been mailed.

Holiday Inn shall be responsible for its own attorneys fees and costs of court.

B. Non-monetary Relief

1. Notices

Holiday Inn shall immediately post the "NO RETALIATION" policy attached hereto as Exhibit A in a prominent and conspicuous place, visible to all employees at Holiday Inn for as long as this Decree shall remain in force and effect.

2. No Retaliation Policy

In September 1998, Holiday Inn implemented anti-retaliation policies, as part of its "Equal Opportunity Policy" and as part of its "Sexual Harassment Policy." Copies of these policies are attached as Exhibit B. Holiday Inn will distribute the Equal Opportunity Policy and the Sexual Harassment Policy to each of its current employees within ninety (90) days of the signing of the Decree. In addition, Holiday Inn will provide a copy of the POLICIES found in EXHIBIT B to each of its new employees and will have the new employee sign that they have received a copy of these policies.

4. Individual Rights

a. Holiday Inn shall not retaliate in any manner against any person who filed charges of discrimination, whether or not they were the basis for a lawsuit, or against any person who filed a lawsuit or who participated in the lawsuit, including the giving of testimony in a Title VII lawsuit, the investigation of charges or who otherwise opposed practices they believed to be unlawful under Title VII.

b. Holiday Inn has represented that it is its policy to provide a neutral reference regarding all employees and former employees consisting of the dates of employment and the job position held. Holiday Inn will provide such a reference to Ingrid Watkins and will state that this is Holiday Inn's policy when providing the reference. No mention will be made of the Charge of Discrimination or this lawsuit. This provision survives the expiration of the Consent Decree.

C. Training

1. General Obligations.

Holiday Inn shall provide training to its managers (including supervisors) and hourly

employees at all of its facilities on retaliation on at least a semi-annual basis so long as this Decree remains in force and effect.

2. Training Obligations

Holiday Inn shall within sixty (60) days of the date of this Decree submit to the EEOC for the EEOC's approval, a proposal for follow-up training of its managers (including supervisors) and hourly employees at its facilities on retaliation to be held within six (6) months of the signing of this Decree. Every six (6) months thereafter throughout the period that this Decree remains in force, Holiday Inn shall submit its proposed training for the next semi-annual training session to the EEOC for approval. Such a training plan shall include the dates that the training will be conducted, copies of the materials to be used and the name and qualifications of the person(s), entity or entities to conduct the training. Holiday Inn shall use qualified persons and may include, but is not required to include, training conducted by the EEOC under its Employer Specific Training. Should the EEOC fail to approve the procedures, Holiday Inn shall implement the procedures and present the dispute for resolution pursuant to paragraph E of this Decree.

3. Levels of Training

Holiday Inn shall structure the training in at least two (2) tiers: (a) training for salaried employees (including supervisors and Human Resources personnel) at all of its facilities; (b) training for hourly employees.

4. Management Training

All salaried employees, managers (including supervisors) and Human Resources personnel shall have at least semi-annual retaliation training which may include either regular training or new hire training. All regular training for managers and supervisors shall be conducted on at least a semi-

annual basis. Said training shall specifically include a presentation that retaliation is a violation of the law. Said training shall also specifically include a presentation on how to handle investigations of complaints of sexual harassment, including training in how to handle complaints and interviewing techniques. All participants for training shall be required to sign an attendance sheet.

5. Hourly Employee Training

Training for hourly employees on retaliation shall be conducted upon hire and thereafter on at least a semiannual basis. All participants shall be required to sign an attendance sheet. Holiday Inn shall also educate its new hires by implementing a policy of orientation which includes at least an audio or video presentation of approximately ten (10) minutes duration on the company's "zero tolerance" retaliation policies. Each new hire shall be required to sign an attendance sheet, or other record, evidencing that he or she has attended the orientation course.

6. Reports on Training

Semi-annual reports of the training as it is given will be provided to the EEOC as part of Holiday Inn's semi-annual reporting.

D. Reporting

Holiday Inn shall render a copy of its initial report on compliance to the EEOC within six (6) months of the approval of this Decree, for purposes of showing compliance with this Decree; all other reporting shall be sent semi-annually. All reports to the EEOC shall be made to Senior Trial Attorney Pamela K. Agee, 1120 Twenty-Second Street South, Suite 2000, Birmingham, AL 35205, unless Holiday Inn West is notified by the EEOC in writing of a change in the reporting contact person.

Said reports on compliance shall include a description of all Title VII training conducted for or attended by any Holiday Inn employee during the previous six months. Said report shall also include a listing of any Holiday Inn employee who made any Title VII-related complaint during that same six-month period, the steps taken to investigate the complaint, and the outcome of the investigation, including any punishment meted out to the alleged discriminating party, any of the witnesses involved or the complaining party.

E. Dispute Resolution Procedure

The United States District Judge for the Northern District of Alabama who approves this Decree or the assigned United States District Judge for the Northern District of Alabama shall have the authority to resolve all disputes arising under the Decree subject to the various limitations of enforcement set forth in this decree. If a dispute arises, counsel for Plaintiff-Intervenor, the EEOC or Holiday Inn shall notify all counsel of record. Counsel then agrees to meet and confer as necessary on differences in the application of this Decree about which notice is given and use their best efforts to resolve any difference or disputes regarding the interpretation or implementation of this Decree including compliance with the training, education, management position announcement or complaint process as set out herein. This procedure must be complied with before any contempt proceeding is initiated. Counsel shall have the right to move the Court to resolve any dispute regarding compliance with any provision of this Decree after the following conditions have been met:

1. If any party has good reason to believe that a legitimate dispute exists under this Decree which cannot be resolved by consent agreement, the initiating party shall give prompt written notice to the other party, including a reference to the specific provisions of the Decree, a statement of the

issues, a statement of the remedial action sought by the initiating party in a brief statement of the facts, circumstances and other arguments supporting the position of the initiating party;

2. The non-initiating party will have twenty(20) days within which to respond in writing to the statement of facts and arguments set forth in the notice and shall provide its written position including the facts and arguments which support its position to the initiating party;

3. The parties shall then undertake by negotiations and by the exchange of relevant documents to attempt to resolve the area of dispute or alleged non-compliance;

4. If good faith efforts to resolve the matter fail, written notice of impasse to the non-initiating party or parties will be given and any party may file a motion with the Court, with supporting briefs, requesting resolution of the dispute on the issue of non-compliance, provided that such motion shall be limited to disputes and issues specifically raised pursuant to this provision, and that the "meet-and-confer" provisions of this section have been complied with. The non-moving party will have fifteen (15) days to respond to any such notice and reply pleadings will only be allowed by consent of the opposing party or by order of the Court.

5. The Court shall attempt to resolve any dispute raised under the preceding paragraph with or without a hearing and the decision of the Court on this issue will be final and binding.

V. SPECIFIC INJUNCTIVE PROVISIONS

Charles W. "Woody" Anderson, doing business as Holiday Inn Huntsville West and its officers, agents, management (including all levels of supervisory employees), successors and assigns, is hereby ENJOINED from engaging in, implementing or permitting any adverse employment action, policy or practice with the purposes of retaliating against any current or former employee of the above-named entity in violation of Title VII because he or she opposed any practice of sexual

harassment believed to be unlawful under Title VII, filed a Charge of Discrimination alleging such a practice, testified or participated in any manner in any investigation, including, without limitation, any internal investigation undertaken by the above-named entity, or hearing in connection with this case, with the captioned lawsuits and/or relating to any other claim of sexual harassment or retaliation, was identified as a possible witness in this action, asserted any rights under this Decree or sought and/or received any monetary and/or non-monetary relief in accordance with this Decree.

VI. **FINAL PROVISIONS**

The parties acknowledge that the terms of this Decree are not confidential.

DONE and ORDERED on this the 2nd day of November, 2000.

Sharon Louise Blackburn
United States District Judge

BY CONSENT:

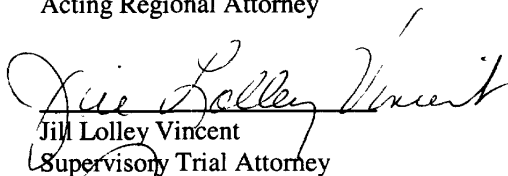
Equal Employment Opportunity
Commission:
C. Gregory Stewart
General Counsel

Gwendolyn Young Reams
Associate General Counsel

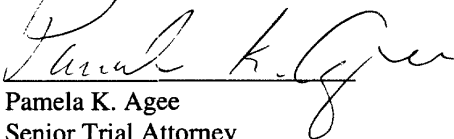
Equal Employment Opportunity
Commission
1801 "L" Street, N.W.
Washington, D.C. 20507



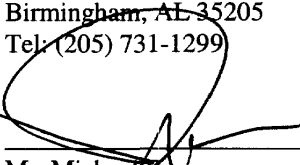
Mildred Byrd
Acting Regional Attorney



Jill Lolley Vincent
Supervisory Trial Attorney

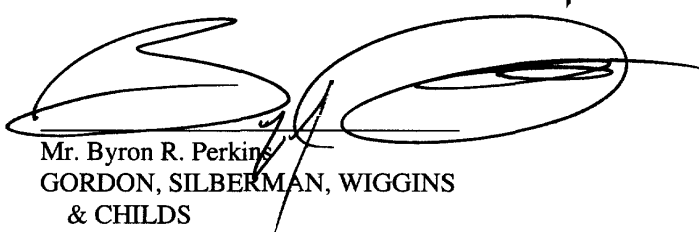


Pamela K. Agee
Senior Trial Attorney
Equal Employment Opportunity Commission
1120 Twenty-Second Street South
Suite 2000
Birmingham, AL 35205
Tel: (205) 731-1299



Mr. Michael Fees
Mr. Allen Anderson
FEES AND BURGESS
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Huntsville, AL 35801

COUNSEL FOR DEFENDANT



Mr. Byron R. Perkins
GORDON, SILBERMAN, WIGGINS
& CHILDS
420 N. 20th Street
Suite 1400
Birmingham, AL 35203
COUNSEL for PLAINTIFF-INTERVENOR

Statement of Zero-Tolerance Policy and Equality Objectives

Holiday Inn Huntsville West is firmly committed to developing and maintaining a zero-tolerance policy concerning retaliation against employees who complain of harassment and/or discrimination in the workplace or who otherwise participate in the investigation or litigation of Title VII proceedings. They are committed to swiftly or firmly responding to any acts of retaliation of which the company becomes aware. They are committed to implementing a system that is designed to strongly deter acts of retaliation and they are committed to actively monitoring the workplace to ensure tolerance, respect and dignity for all people. Persons found guilty of violating this policy will be disciplined up to and including discharge.

EXHIBIT A

- The official work week begins at 12:01 a.m. Monday morning and runs through midnight the following Sunday. Hours worked include all time spent working on Company business (either at our facility or at a customer site).
- The official work day begins at 12:01 a.m. and runs through midnight of the same day.
- Meal periods - each day employees working at least five hours are provided ½ hour unpaid time off for a meal break. Meal periods will be coordinated by your supervisor.
- Breaks - non-exempt employees are entitled to a 15 minute paid break for each four hours worked. Breaks should be arranged with your supervisor. Breaks are provided so that employees can attend to personal matters such as getting a snack or something to drink (refreshment), using the restroom, smoking in designated areas, and making unavoidable personal phone calls.

EQUAL EMPLOYMENT OPPORTUNITY— DISABILITY AND RELIGIOUS ACCOMMODATION

We are an Equal Opportunity Employer (EOE). Accordingly, we promote equal opportunity in the areas of recruitment, employment, training, development, transfer, and promotion. Our employment practices are without regard to race, color, religion, creed, sex, age, disability or medical condition, national origin, and veteran status, and all other categories protected by federal, state, and local anti-discrimination laws.

Additionally, in keeping with the spirit of the Americans with Disabilities Act and the religious discrimination provisions of Title VII of the Civil Rights Act, we will make appropriate accommodations for employees with qualified disabilities or religious needs whenever possible as long as the accommodation does not cause the Company or other employees undue hardship.

Disability Accommodation

If you require accommodation for a medical condition or disability contact your supervisor or General Manager so that we can evaluate if and how we may accommodate your needs. We will make every effort to handle your request for disability accommodation sensitively and to protect the confidentiality of the information you share with us whenever possible.

EXHIBIT B

Religious Accommodation

If possible, we will allow time off without pay to observe religious holidays that are not otherwise Company holidays. Requests for time off for bona fide religious observances will be considered on a case-by-case basis. So that we can reasonably accommodate your request, you must notify your supervisor of your request to take time off to observe a religious holiday at least three weeks before the date of your planned absence. If vacation time is available, you may use it for the observance of such holidays, otherwise, such time off is without pay.

NOTE: This policy applies only to religious holidays. It does not apply to regular weekly days of worship. If an employee's regular work schedule falls on his/her worship days, generally he/she will be required to work as scheduled. Questions regarding work schedule/worship day conflicts should be directed to the General Manager.

Disclosure of Medical Information

Medical information is considered confidential. We will make every effort to maintain the confidentiality of medical information divulged to us, however, we cannot guarantee absolute confidentiality when such information is shared with other than the General Manager.

Supervisors, managers, and employees are expected to respect the sensitivity of medical information and to maintain confidentiality when they become privy to such information. Employees who disclose confidential medical information about another employee are subject to corrective action up to and including termination of employment.

REPORTING DISCRIMINATION

If you feel that you are a victim of discrimination immediately report it to the General manager, even if you have discussed it directly with the individual (s) involved. Please provide the following information when reporting discrimination.

1. Date(s), time (s), and location (s) of the incident/incidences that took place;
2. Description of each incident; e.g. was any physical contact made?, what was said and/or done, etc;
3. Name (s) of anyone present during each incident; and
4. Anyone with whom you've discussed the incident/incidences.

All complaints of discrimination will be investigated and the results of the investigation will be reported to the complaining party. Investigation of a discrimination complaint may include, but is not limited to, interviewing the complaining party as well as other employees and/or customers necessary to obtain sufficient information upon which to make an assessment of the situation. While we will make every effort to be sensitive to

privacy issues, in the course of an investigation we will discuss relevant information with appropriate parties on a need-to-know basis.

Retaliation against an employee who complains of discrimination is strictly prohibited and will not be tolerated. Any employee who violates the non-retaliation provision will be subject to discipline, including possible termination.

We are committed to investigating and correcting any form of discrimination taking place in our Company. We are committed to addressing these issues within our organization, and we believe we can effectively address such matters internally when employee advise us of a problem in this area.

HARASSMENT

NO HARASSMENT POLICY

Holiday Inn Huntsville West and Port of Madison does not authorize and will not tolerate any form of harassment of or by any employee (i.e. supervisory or non-supervisory) or non-employee based on race, sex, religion, color, national origin, age, disability or any other factor protected by law.

The term "harassment" includes, but is not limited to, offensive language; jokes; or other verbal, graphic or physical conduct; or intimidating, threatening or offensive behavior relating to an employee's race, sex, religion, color, national origin, age, disability, or other factors protected by the Company's EEO policy and law which would make the reasonable person experiencing such harassment uncomfortable in the work environment or which could interfere with the person's job performance.

This policy applies to each and every employee at Holiday Inn Huntsville West, both management and non-management. It is company policy that all employees have a right to work in an environment free of discrimination, which encompasses freedom from any form of harassment. This includes the behavior of peers, superiors, subordinates, customers and visitors to the premises. Such conduct by an employee may result in disciplinary action up to and including dismissal.

SEXUAL HARASSMENT

Although it is not the only type prohibited, the most common form of harassment relates to sexual harassment. Specifically, no supervisor may threaten or insinuate, either explicitly or implicitly, that an employee's submission to or rejection of sexual advances will in any way influence any personnel decision regarding that employee's employment, evaluation or career development.

Sexual harassment may be overt or subtle. Some behavior which is appropriate in a social setting may not be appropriate in the work place. Sexual harassment does not refer to a

behavior or occasional compliments of a socially acceptable nature. It refers to behavior that is unwelcome, offensive, and affects an individual's employment or work conditions.

Some examples of conduct that may constitute sexual harassment include: (a) making unwelcome sexual flirtations, advances, requests for sexual favors, or other verbal, visual or physical conduct of a sexual nature a condition of employment, or (b) creating an intimidating, hostile or offensive working environment by such conduct as:

(1) sexual innuendo or sexually suggestive comments - including but not limited to - sexually oriented "kidding," "teasing" or "practical jokes;" jokes about gender specific traits, foul or obscene language or gestures.

(2) subtle or direct pressure or request for sexual activities;

(3) unnecessary touching of an individual, such as pinching, patting or brushing up against another's body;

(4) graphic verbal comments about an individual's body or appearance

(5) sexually degrading words used to describe an individual;

(6) the reading or displaying in the work place of sexually suggestive or revealing words, objects or pictures;

(7) sexually explicit or offensive jokes;

(8) physical assault; or

(9) other explicit or implied conduct of a sexual nature which relates to or affects an individual's employment.

No employee, supervisor, manager or other person, whether employed by Holiday Inn Huntsville West/Port of Madison or not, shall threaten or suggest that an employee's refusal to submit to sexual harassment will adversely affect that person's employment, work status, evaluation, wages, advancement, assigned duties, hours of work or any other terms or conditions of employment. Similarly, no employee - regardless of job title - shall promise, imply or grant any preferential treatment in return for another employee's acceptance of conduct which is sexually harassing.

OTHER HARASSMENT

Statements, behavior or the display of use of words, object or pictures that others could interpret as being insulting, derogatory or slurs towards persons based upon their race, color, national origin, religion, sex, age or disability are also prohibited by this policy. Also prohibited are statements or actions that are threatening, intimidating, vulgar, or hostile. Such conduct may make a reasonable person uncomfortable in the work

environment or could interfere with an employee's ability to perform his or her job, regardless of whether the actions are from a fellow employee, supervisor, customer or visitor.

Comments or actions of this type, even if intended as a joking matter among friends are always inappropriate in the work place and will not be tolerated. The conduct forbidden by this policy specifically includes, but is not limited to (a) epithets, slurs, negative stereotyping, kidding, teasing, joking or intimidating acts that are based on a person's protected status, and (b) written or graphic material circulated within the workplace that shows hostility toward a person or group because of person's protected status or characteristic(s).

No supervisor or manager should participate in such behavior and must take immediate action to stop those who are known to be or suspected of being involved in such conduct. The supervisor must also contact and report the information to the General Manager and/or Property Manager.

HOW TO REPORT INSTANCES OF HARASSMENT

An employee who has a complaint or concern relating to sexual harassment, or any other form of harassment, abusive, taunting or demeaning behavior, including concerns about such conduct from non-employees, should report the conduct to any one of the following: his/her supervisor, or another management person, or a representative. An employee should report the behavior or concern even if the behavior complained of is not directed toward the employee who reports it.

HOW HOLIDAY INN HUNTSVILLE WEST/PORT OF MADISON WILL INVESTIGATE COMPLAINTS

The Company takes very seriously its prohibition against discrimination. Employees who feel they have been subject to discrimination or who witness such conduct should immediately report the incident directly to their supervisor or any other management person with whom the employee feels comfortable. An employee should report the behavior or concern even if the behavior complained of is not directed toward the employee who reports it.

Complaints of retaliation will be promptly investigated by the Company. The investigation will be conducted as impartially and confidentially as possible. At the conclusion of the investigation, Company officials will advise the complaining employee of the results of the investigation and any disciplinary actions to be taken, if any.

If it is determined that a complaint is valid, the Company will take appropriate disciplinary action against the offender on the severity of the retaliation and the individual's employment history. Disciplinary action may include a written warning, suspension, demotion, and/or termination of employment.

NO RETALIATION

It is also a violation of policy for anyone to retaliate, threaten or seek any type of reprisal against an individual acting in good faith who reports harassment or who participates or cooperates in an investigation regarding harassment. If any employee believes that reprisal, intimidation or retaliation has occurred, it should immediately be reported to the supervisor or a General Manager or Property Manager. Any employee who violates the non retaliation provision will be subject to disciplinary action up to termination.

NO RETALIATION POLICY

Holiday Inn Huntsville West I565/Port of Madison does not authorize and will not tolerate any form of retaliation of or by any employee (i.e. supervisory or non supervisory).

The term "retaliation" includes, but is not necessarily limited to, any adverse employment action taken because an employee has engaged in protected conduct. Protected conduct under this policy includes, but is not limited: reporting or complaining in good faith about any discrimination or harassment, engaging in any EEO process (such as testifying, filing an EEOC charge, or filing an EEO lawsuit; or testifying, whether verbally or in writing in an EEOC investigation or EEO lawsuit).

HOW TO REPORT INSTANCES OF RETALIATION

An employee who has a complaint or concern relating to retaliation should report such conduct to his or her supervisor or any other management person with whom the employee feels comfortable. If the employee is uncomfortable making the report to the supervisor or another management person for any reason, the employee should report the complaint or concern to the General Manager or Property Manager as described fully below. An employee should report the behavior or concern even if the behavior complained of is not directed toward the employee who reports it.

YOUR COMMITMENT TO AN EFFECTIVE NO RETALIATION POLICY

- Comply with the policy.

- Report any violations

- Cooperate with any investigation by providing complete and truthful responses to questions.

OUR COMMITMENT TO AN EFFECTIVE NO RETALIATION POLICY

Holiday Inn Huntsville West I565/Port of Madison takes very seriously its prohibition against retaliation. It is also a violation of policy for anyone to threaten, retaliate against or seek any type of reprisal against an individual acting in good faith who reports retaliation or who participates or cooperates in an investigation regarding retaliation. If an

employee believes that reprisal, intimidation or retaliation has occurred, it should be reported to the supervisor, General Manager or Property Manager. Anyone who feels that the Company has not met its obligations under this policy should contact the General Manager or Property Manager.

USE OF PRESCRIPTION MEDICATIONS WHILE WORKING

If you are using prescription or over-the-counter medications that may impair your ability to perform your job safely, you must report such use to your supervisor or General Manager before starting or resuming work. If you discover that such medication impairs or adversely impacts your ability to work, immediately stop working and report your condition to your supervisor. Working while affected by prescription or over-the-counter medications is dangerous. Consult with your physician if you are impaired or affected by prescription or over-the-counter medications.

ALCOHOL CONSUMPTION AT WORK.

The consumption of alcohol on Company property is forbidden.

ALCOHOL OR DRUG TESTING

Holiday Inn Huntsville West I565/Port of Madison Restaurant reserves the right to require any applicant or employee to submit to a drug screen prior to being offered employment, based upon random selection, based upon reasonable suspicion, post-accident, on return to work or for any other reason at the discretion of management.

The Company also reserves the right to require any employee to submit to a test for alcohol after making a conditional offer of employment or when the employee's fitness for duty is at issue.

Refusal to submit to testing when a reasonable suspicion has been established may result in corrective action up to and including termination of employment.

Inspection of Employees and Personal Property or Possession of Alcohol and Drugs

In order to promote a safe, productive, substance abuse-free workplace, we reserve the right to inspect employee clothing, personal vehicles on Company property, packages, lunch boxes, containers, articles in such areas, and other objects brought onto Company property that might conceal alcohol, illegal drugs and/or other inappropriate materials. Any employee who does not consent to and fully cooperate with such inspections is subject to corrective action up to and including termination of employment.