



## Employee Handbook

Issued

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## **WELCOME & OVERVIEW**

For those of you who are starting employment with Maggie McFly's (the "Company"), welcome to the team! We are excited to have you join and know you will enjoy working here. For those of you who have been with us over the years, "thank you" for your hard work in making our restaurants the successful brand it has become.

We prepared this Handbook (inclusive of any applicable state supplement) to assist you in finding answers to many of the most frequently asked questions regarding personnel policies, compensation, and benefits. While we tried to include as many answers as possible, no one document can contain everything relating to your job, benefits or other questions that may arise. We encourage you to ask your manager any questions regarding your employment. Also, feel free to reach out to the Company's General Manager with additional questions.

The contents of this Handbook are guidelines only, and supersede any prior Handbook. The Company has the right, with or without notice, in an individual case or generally, to change and/or modify its interpretation of any of its guidelines, policies, practices, working conditions, or benefits at any time, to the maximum extent permitted by applicable law. Nothing in this Handbook should be construed as a promise of specific treatment in any specific situation upon which any employee should rely. Additionally, many matters covered by this Handbook, such as benefits, are also described in separate official documents, and such official documents are always controlling over any statement made in this Handbook or by any supervisor or manager.

**NEITHER THIS HANDBOOK NOR ANY OTHER COMPANY GUIDELINES, POLICIES, OR PRACTICES CREATES AN EMPLOYMENT CONTRACT, BARGAIN, OR AGREEMENT OR CONFERS ANY CONTRACTUAL RIGHTS WHATSOEVER. EMPLOYMENT WITH THE COMPANY IS AT-WILL, AND EITHER THE EMPLOYEE OR THE COMPANY MAY TERMINATE EMPLOYMENT AT ANY TIME, WITH OR WITHOUT CAUSE, REASON, OR NOTICE. NO REPRESENTATIVE OF THE COMPANY IS AUTHORIZED TO PROVIDE ANY EMPLOYEE, INDIVIDUALLY OR ON A COLLECTIVE BASIS, WITH AN EMPLOYMENT CONTRACT OR SPECIAL ARRANGEMENT CONCERNING THE TERMS OR CONDITIONS OF EMPLOYMENT UNLESS THE CONTRACT OR AGREEMENT IS IN WRITING AND SIGNED BY THE OWNER.**

This notice applies to all employees regardless of date of hire.

Thanks for all your hard work!

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## **I. INTRODUCTION**

### **A. EQUAL EMPLOYMENT OPPORTUNITY**

The Company is an equal opportunity employer that does not discriminate on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth, lactation and related medical conditions), gender identity or gender expression, sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information, or any other characteristic protected by applicable federal, state, or local laws and ordinances. Our team is dedicated to ensuring the fulfillment of this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities, access to facilities and programs, and general treatment during employment.

Employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of their supervisor or the General Manager. Reports of discrimination should be made in accordance with the Reporting Procedures set forth in the Discrimination, Harassment (Including Sexual Harassment) & Retaliation Prevention policy as well as any procedures set forth in any applicable state supplement. We will not allow any form of retaliation against employees who raise concerns of equal employment opportunities in the workplace. To ensure our workplace is free of artificial barriers, violation of this policy may result in disciplinary action, up to and including discharge.

### **B. DISCRIMINATION, HARASSMENT (INCLUDING SEXUAL HARASSMENT) & RETALIATION PREVENTION**

The Company does not tolerate and prohibits discrimination or harassment (including sexual harassment) of or against our job applicants, contractors, interns, volunteers, or employees by another employee, supervisor, vendor, customer, or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth, lactation and related medical conditions), gender identity or gender expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, protected medical condition as defined by applicable state or local law, genetic information, or any other characteristic protected by applicable federal, state, or local laws and ordinances (referred to as “protected characteristics”). The Company also prohibits retaliation as defined below.

The Company is committed to a workplace free of discrimination, harassment and retaliation. These behaviors are unacceptable in the workplace and in any work-related settings such as remote work settings, business trips, and Company sponsored social functions, regardless of whether the conduct is engaged in by a supervisor, co-worker, client, customer, vendor or other third party. In addition to being a violation of this policy, discrimination, harassment or retaliation based on any protected characteristic as defined by applicable federal, state, or local laws and ordinances also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or

testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state, or local laws and ordinances are unlawful.

**Discrimination Defined.** Discrimination under this policy generally means treating differently or denying or granting a benefit to an individual because of the individual's actual or perceived protected characteristic.

**Harassment Defined.** Harassment is generally defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion towards an individual based on or because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.) that denigrates or shows hostility or aversion towards an individual because of any protected characteristic. Such conduct violates this policy, even if it is not unlawful. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a manner consistent with the intended purpose of this policy.

**Sexual Harassment Defined.** Sexual harassment includes harassment on the basis of sex or gender (including pregnancy, childbirth, related medical conditions and lactation), gender identity or gender expression (including transgender status), and/or sexual orientation. Sexual harassment includes unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal or physical conduct of a sexual nature or which is directed at an individual because of that individuals' sex or gender (including pregnancy, childbirth, related medical conditions and lactation), gender identity or gender expression (including transgender status), and/or sexual orientation when:

- Submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- Submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- The conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Examples of conduct that violates this policy include:

- unwelcome sexual advances, flirtations, advances, leering, whistling, touching, pinching, assault, blocking normal movement
- requests for sexual favors or demands for sexual favors in exchange for favorable treatment
- obscene or vulgar gestures, posters, or comments
- sexual jokes or comments about a person's body, sexual prowess, or sexual deficiencies
- propositions, or suggestive or insulting comments of a sexual nature
- derogatory cartoons, posters, and drawings
- sexually-explicit e-mails or voicemails

- uninvited touching of a sexual nature
- unwelcome sexually-related comments
- comments, inquiries, or gossip about one's own or someone else's sex life or sexual activities
- conduct or comments consistently targeted at only one gender, even if the content is not sexual
- teasing or other conduct directed toward a person because of the person's sex or gender

**Retaliation Defined.** Retaliation means adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy, or participated in the reporting and investigation of discrimination, harassment, or retaliation. "Adverse conduct" includes but is not limited to: any action that would discourage or keep an individual from reporting discrimination, harassment or retaliation; shunning and avoiding an individual who reports discrimination, harassment or retaliation; express or implied threats or intimidation intended to prevent an individual from reporting discrimination, harassment or retaliation; and denying employment benefits because an applicant or employee reported discrimination, harassment or retaliation or participated in the reporting and investigation of discrimination, harassment, or retaliation.

**Reporting Procedures.** The following steps have been put into place to ensure the work environment at the Company is free of discrimination, harassment and retaliation. If an employee believes someone has violated this policy, the employee should promptly bring the matter to the immediate attention of a supervisor or the General Manager. If either of these individuals is the person toward whom the complaint is directed, you should contact any higher-level manager in your reporting chain. An employee who is either unsure of the appropriate person to whom to raise an issue of perceived discrimination, harassment and/or retaliation or who has not received an initial response within five (5) business days after reporting any incident of perceived discrimination, harassment and/or retaliation should immediately contact Human Resources or the hotline at 203-586-1741.

Every supervisor or manager who learns of any employee's concern about conduct in violation of this policy, whether in a formal complaint or informally, or who otherwise is aware of conduct in violation of this policy must immediately report the issues raised or conduct to the General Manager or to Human Resources.

**Investigation Procedures.** Upon receiving a complaint, the Company will promptly conduct a fair and thorough investigation into the facts and circumstances of any claim of a violation of this policy that is fair for all parties. To the extent possible, the Company will endeavor to keep the reporting employee's concerns confidential. However, complete confidentiality may not be possible in all circumstances. Employees are required to cooperate in all investigations conducted pursuant to this policy.

During the investigation, the Company generally will interview the complainant and the accused, conduct further interviews as necessary and review any relevant documents or other information. Those receiving claims and leading investigations will handle complaints and questions with sensitivity toward those participating.

Upon completion of the investigation, the Company will determine whether this policy has been violated based upon its reasonable evaluation of the information gathered during the investigation. The Company will inform the complainant and the accused of the results of the investigation.

In the event the Company determines that a violation of this policy has occurred, the Company will take steps to ensure a safe work environment for the individuals who experienced the complained-of conduct. The Company will take corrective measures against any person who it finds to have engaged in conduct in violation of this policy, if the Company determines such measures are necessary. These measures may include, but are not limited to, counseling, suspension, or immediate termination. Anyone, regardless of position or title, whom the Company determines has engaged in conduct that violates this policy will be subject to discipline, up to and including termination. This includes individuals engaging in discrimination, harassment or retaliation, as well as supervisors or managers who fail to report violations of this policy, or knowingly allow prohibited conduct to continue. Individuals who engage in conduct that rises to the level of a violation of law can be held personally liable for such conduct.

\* \* \* \*

Remember, we cannot remedy claimed discrimination, harassment or retaliation unless you bring these claims to the attention of management. Please report any conduct which you believe violates this policy.

### **C. ANTI-FRATERNIZATION**

To ensure an appropriate work environment and in furtherance of creating a work environment free of any harassment, the Company discourages intimate relationships amongst coworkers. It specifically prohibits intimate relationships between supervisors and subordinates. Any employee that learns of such a relationship is encouraged to disclose it to the General Manager or Human Resources. Management will take appropriate action, including possible separation of assignments or transfer to eliminate any direct reporting relationship between a supervisor and subordinate. While separation of employment is a last resort, the Company reserves the right to take this step in its reasonable discretion to address any potential risks of harassment, discrimination, or conflicts of interest. Accordingly, it is in everyone's best interests to voluntarily disclose any such relationships.

### **D. REASONABLE ACCOMMODATIONS**

The Company will endeavor to provide reasonable accommodations to applicants and employees who have requested an accommodation or for who the Company has notice may require such an accommodation, without regard to any protected classifications, related to an individual's: (i) disability, meaning any physical, medical, mental, or psychological impairment, or a history or record of such impairment; (ii) sincerely held religious beliefs and practices; (iii) needs as a victim of domestic violence, sex offenses or stalking; (iv) needs related to pregnancy, childbirth or related medical conditions; and/or (v) any other reason required by applicable law, unless the

accommodation would constitute an undue hardship on the operation of our business. Employees who would like to request an accommodation should contact the General Manager or Human Resources.

The Company will keep confidential all communications regarding requests for reasonable accommodations and all circumstances surrounding an individual's underlying reason for needing an accommodation, to the extent practical and as required by law.

We will not allow any form of retaliation against individuals who have requested an accommodation, for who the Company has notice may require such an accommodation or who otherwise engage in the interactive dialogue process.

Individuals with questions regarding this policy should contact Human Resources.

#### **A. LACTATION ACCOMMODATION**

The Company will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's child, to the extent required by and in accordance with applicable law. Employees may elect to use rest and meal periods already provided to the employee. Break time that does not run concurrently with rest and meal periods already provided to the employee will be unpaid, to the extent permitted by applicable law.

The Company will make reasonable efforts to provide an employee with use of a room or location in close proximity to the employee's work area, other than a bathroom, for the employee to express milk in private. This room or location may be the employee's private office, if applicable.

Employees will not be discriminated against or retaliated against for exercising their rights under this policy. Employees can contact Human Resources with questions regarding this policy.

#### **B. OPEN DOOR POLICY**

The Company wants its employees to be professional but also enjoy their jobs! We are dedicated to having an open door policy where employees know they can communicate concerns or issues with an understanding that they will be heard. Employees should speak to managers about issues or, if uncomfortable, reach out to the General Manager or Human Resources. Also, employees are also encouraged to bring forward concerns to the Company's hotline at 203-586-1741. We welcome your feedback in making our restaurants the best experience for both employees and guests!

#### **C. WORKPLACE VIOLENCE**

We are strongly committed to providing a safe workplace. This includes any violence by employees or our guests. The purpose of this policy is to minimize the risk of personal injury to employees and visitors and damage to Company and personal property.

Threats, threatening language or any other acts of aggression or violence made toward or by any Company employee will not be tolerated. For purposes of this policy, a threat includes any verbal

or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious, and/or destructive action undertaken for the purpose of domination or intimidation.

Weapons are prohibited on Company premises and in Company vehicles unless such prohibition is restricted by applicable law.

Employees should immediately report all potentially dangerous situations, including threats by co-workers or guests, to any member of management with whom they feel comfortable. Reports may be maintained confidential to the extent maintaining confidentiality does not impede our ability to investigate and respond to the complaints. All reports will be promptly investigated. No employee will be subjected to retaliation, intimidation, or disciplinary action as a result of reporting a concern under this policy.

If an investigation confirms that a violation of this policy has occurred, the Company will take swift and appropriate corrective action.

Employees threatened by an outside party should follow the steps detailed in this section. It is important for us to be aware of any potential danger on our premises. Indeed, we want to take effective measures to protect everyone from the threat of a violent act by an employee or by anyone else.

Questions about this policy should be directed to management or Human Resources.

#### **D. SUBSTANCE-ABUSE-PREVENTION POLICY**

The Company is committed to providing a safe work environment for the well-being and positive health of its employees and the guests we serve. The Company recognizes that drug and alcohol abuse pose a direct and significant threat to this goal, and to the goal of a productive and efficient working environment. The Company further recognizes that, because of its industry, alcohol is often part of working at the restaurant and wants to make clear what its expectations are with respect to all alcohol or drugs at work. The Company is committed to ensuring a substance-abuse-free working environment for all of its employees, and underscores that commitment through implementation and enforcement of this policy.

The following conduct by employees is prohibited:

- Reporting to work or working while they are using or under the influence of alcohol, any drugs, as well as any controlled substances which may impact an employee's ability to perform the employee's job or otherwise pose safety concerns, except when the use is pursuant to a licensed medical practitioner's instructions and the licensed medical practitioner authorized the employee to report to work. However, to the extent permitted by and in accordance with applicable law, this exception does not extend any right to report to work or perform work under the influence of medical marijuana or to treat the lawful use of medical marijuana as a defense to a policy violation or a positive drug test, to the extent you are subject to any drug testing requirement.
- Consuming alcohol at any time during an employee's shift, including during the employee's meal break.

- Engaging in the unlawful or unauthorized manufacture, distribution, dispensation, solicitation, sale, purchase, transfer or possession of controlled substances, drug paraphernalia, or alcohol while on Company-paid time, on Company premises, in Company vehicles, or while otherwise engaged in activities for or on behalf of the Company. This prohibition does not include the authorized distribution, dispensation, solicitation, sale, purchase, transfer or possession of alcohol at Company sponsored functions or activities. In addition, an employee's illegal conduct involving drugs or alcohol during non-work times may also result in discipline, up to and including discharge, unless otherwise provided by applicable law.
- Testing positive on any drug or alcohol test required by the Company, subject to applicable laws.

Violations of this policy are subject to disciplinary action up to and including termination.

The Company maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist employees recovering from substance and alcohol dependencies, and those who have a medical history that reflects treatment for substance abuse conditions. However, employees may not request an accommodation to avoid discipline for a policy violation.

#### **E. EMPLOYEE GUEST/ALCOHOL POLICY**

Because of the nature of our industry, we welcome you (and encourage it!) to attend one of our restaurants as a customer. In doing so, you should remember that many guests may associate you and your behavior to the Company, even when on your own time. For these reasons, whether working or attending one of our restaurants as a guest, it is important to remember that your behavior reflects on the Company.

You *may* consume alcohol as a guest in the restaurant only if: (1) you are completely out of uniform; (2) you are of legal drinking age; (3) you are not scheduled for a shift that day; (4) you do not enter any place where only employees are allowed; (5) you act in a courteous and well-behaved manner; (6) you don't become intoxicated and you do not accept free drinks under any circumstances; (7) you are seated at a table in the restaurant with service from a server, not a bartender. Remember, at no time are employees permitted to come into work after the consumption of alcohol. Also, employees are not permitted to provide free or unauthorized alcoholic beverages to fellow employees. Bartenders' significant others are encouraged to visit our restaurants, but should be seated at a table served by a server and are not permitted to sit at the bar while their significant other is on bartending duty.

A violation of this Policy may result in discipline, including up to immediate termination of employment.

## **II. WORKING AT THE COMPANY**

### **A. EMPLOYMENT CLASSES**

The following is intended to help employees understand employment classifications and employees' employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. The right to terminate the employment-at-will relationship at any time is retained by both the employee and the Company.

All employees fall within one of the following classifications:

- **Full-time.** Employees who regularly work at least 30 hours per week.
- **Part-Time.** Employees who regularly work less than 30 hours per week or on an irregular basis as needed.

Employees are also categorized as either “**exempt**” or “**non-exempt.**” Under federal and state wage hour laws, exempt employees do not receive overtime pay. Employees classified as exempt receive a salary which is intended to cover all hours worked, including any hours worked in excess of 40 in a workweek or overtime as otherwise mandated by applicable law.

Employees will be informed of their initial employment classification and status as exempt or non-exempt upon commencing employment. If an employee changes position during the employee's employment as a result of a promotion, transfer or otherwise, management will inform him/her of any change in the employee's job classification.

### **A. INTRODUCTORY PERIOD**

The Company has established a 90-day introductory period. This period gives us, as well as you the employee, an opportunity to evaluate one another. If, at the end of this period, an employee's performance are satisfactory and there have been no disciplinary problems, employees will then be considered a regular employee. However, completing the introductory period status does not otherwise alter an employee's at-will employment status and the Company reserves the right to terminate an employee's employment during or after the 90-day introductory period.

### **B. INTERNAL TRANSFERS AND PROMOTIONS**

Employees may apply for transfers or other position openings as vacancies become available. Employees will be considered, along with other candidates. The Company values its employees and looks to support employee promotional opportunities when possible. However, there is no guarantee that internal candidates will be given priority and the Company reserves the right to hire the most qualified candidate for the position. Any employee wishing to move into a different position or location must, at a minimum, have been employed for at least six months without any disciplinary action during the prior 12 months and otherwise be considered an employee in good standing as determined by management. The Company generally prohibits managers from voluntarily stepping down into non-supervisory roles, unless otherwise provided by applicable law. That said, the Company reserves the right to initiate transfers between positions and locations to meet operational needs.

### **C. PERSONNEL FILES**

Personal information such as an employee's address and telephone number is contained in a confidential personnel file maintained for each employee. Employees will be provided with access to and copies of personnel files to the extent required and in accordance with applicable state law.

Employees should keep their personnel file up to date by informing us of any changes to their personal information. Employees should also inform their supervisor of any specialized training or skills acquired in the future. Unreported changes of address, marital status, etc. can affect withholding tax and benefit coverage. Further, an "out of date" emergency contact or an inability to reach an employee in a crisis may be extremely problematic.

### **D. WORK SCHEDULES**

Given the nature of our industry, schedules may vary depending upon position, location and operational needs. Your manager will inform you of your scheduled hours and changes in advance, to the extent practical. Please work with your manager to discuss any schedule limitations in advance. Because the core of our operations and ability to serve guests depends upon reliable and consistent attendance, complying with your scheduled shift is of utmost importance. If, for any reason, an employee is unable to work a shift after the schedule is posted, it is their responsibility to get the shift covered by another employee who is qualified to work the shift as long as doing so will not result in unauthorized overtime.

### **E. ATTENDANCE**

Your reliable attendance and punctuality are very important. Unexcused absences and lateness are disruptive and place an unfair burden on your fellow employees, your supervisors/managers and on the performance of the Company. We expect excellent attendance. All employees will be scheduled with a start time.

Any time-off requests must be submitted to the scheduling manager with a one month notice, unless otherwise provided by applicable law. We do recognize, however, that there are times when absences and tardiness cannot be avoided. In such cases, employees are expected to notify their supervisor as early as possible, but at least four hours before the start of the employee's shift, except in cases of extreme emergency or as otherwise provided by applicable law, in which case notice must be provided as soon as practicable. Asking another employee, friend or relative to give this notice is improper and may result in disciplinary action, up to and including discharge.

Employees must contact their supervisor on duty every day that they are absent unless specifically instructed otherwise such as during an approved leave of absence. It is not sufficient to call out of work by reporting to a non-managerial employee (e.g., the host/hostess) or different supervisor than that assigned to a given shift, nor is it appropriate to call a manager's cell phone. If an employee calls in sick for three or more consecutive days or has a pattern of absence, the employee may be required to provide their supervisor with a doctor's note on the day the employee returns to work, to the maximum extent permitted by applicable law. Failure to call out of work or provide

at least four-hour advance notice will generally be considered a “no call no show”. Two no call no shows generally will result in immediate termination of employment, unless otherwise provided by applicable law.

Violations of this Policy may result in disciplinary action up to and including discharge. However, in evaluating employee attendance and otherwise administering this policy, exceptions will be made for absences/tardiness/early departures protected by applicable federal, state, or local law. Additionally, employees will not be subject to discipline for such protected absences, tardiness or early departures.

## **F. OVERTIME**

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime hours. When possible, advance notification of these mandatory assignments will be provided. The opportunity to work overtime is at the discretion of management and is based on departmental needs. Any overtime must be authorized in advance by management. Working overtime without authorization may result in disciplinary action, up to and including termination.

Any non-exempt employee who works overtime is compensated at the rate of one and one-half times (1½) the employee’s normal hourly wage rate for all time worked in excess of forty (40) hours each workweek. For tipped non-exempt employees, to the extent a tip credit is taken, the same tip credit is taken for overtime hours as for regular hours. Accordingly, tipped employees for whom a tip credit is taken will be paid one and one-half times (1½) the minimum wage minus the tip credit for all overtime hours.

## **G. TIMEKEEPING**

We want to be sure you are paid for all the time you work. The Company maintains time clocks for all non-exempt employees so we will have accurate records of time worked. Employees may not punch in on the time clock more than 5 minutes before their scheduled starting time. Employees must be ready to work when they punch in. Employees must punch out promptly at the end of their shift. Employees also must record their time in and out for meal periods as well as the beginning and ending time of any split shift or departure from work for personal reasons. Non-exempt employees may never work off the clock. “Off-the-clock” work is time spent by an employee performing work that is not reported to the Company as time worked. Before clocking in for your scheduled shift, you must be dressed and ready to serve guests. You may arrive at the restaurant in your attire ready to begin work. You are not required to change into your work attire at the restaurant. You must have your manager’s approval to leave the restaurant during a shift, except in cases of extreme emergency. If you forget to clock-in and clock-out properly, notify your manger immediately. Under no circumstances is any employee allowed to clock-in or clock-out for another employee.

**It is against company policy for non-exempt employees to work off the clock, whether asked by a manager or voluntarily. If you are asked by a manager or other employee to perform a task off the clock, please inform the General Manager or the Company’s Human Resources immediately at 203-586-1771.**

## **H. TIP CREDIT NOTICE**

The Company will take a tip credit, where allowed by federal and/or state law, for each hour worked toward your wages based on the tips you receive. This credit cannot exceed the tips you actually receive. Your hourly wage plus this credit must be at least equal to the minimum wage. The tip credit is the difference between the applicable minimum wage and your hourly pay rate amount. To calculate the tip credit, subtract your hourly tipped wage from your state minimum wage. You can find the state minimum wage by reviewing the wage and hour poster hanging in your restaurant or asking your manager.

Pursuant to Section 203(m)(2)(A) of the Fair Labor Standards Act, in determining the wage an employer is required to pay a tipped employee, the amount paid such employee by the employee's employer shall be an amount equal to or more than:

1. The cash wage paid such employee which for purposes of such determination shall not be less than the cash wage required to be paid such an employee on August 20, 1996 [note: this amount was \$2.13 per hour]; and
2. An additional amount on account of the tips received by such employee which is equal to the difference between the wage specified in paragraph 1 and the wage in effect under section 206(a)(1) of the FLSA.

The additional amount on account of tips may not exceed the value of the tips actually received by an employee. All tips you receive must be retained by you, except for tips contributed to a valid tip pooling or tip sharing arrangement limited to employees who customarily and regularly receive tips, where allowed by law. All tipped employees must report 100% of the tips they receive during each shift when they check out at the end of their shift. Failure to report accurate information in this regard may result in disciplinary action, up to and including termination.

The tip credit will not apply to any employee who has not been informed of these requirements. Contact your manager if you have any questions about the tip credit.

## **I. PAYROLL**

For purposes of payroll, the workweek begins Monday and ends on Sunday.

Employees are paid Fridays for all time worked during the previous workweek ending the previous Sunday, unless a bank holiday falls on a Friday in which case employees will be paid on the preceding Thursday of that week.

Paychecks are distributed to individual employees unless they request that paychecks be mailed to their home address. Direct deposit is available upon an employee's consent.

Employee payroll stubs itemize deductions made from gross earnings. The Company is required by law to make deductions for Social Security, federal income tax and any other appropriate taxes. These required deductions include any court-ordered garnishments. Payroll stubs also itemize any

voluntary deductions such as an employee's portion of health, dental, or life insurance premiums and/or voluntary contributions to a 401(k) or pension plan, to the extent applicable. If applicable, payroll stubs will also differentiate between regular and overtime pay received.

**Employees who believe there is an error in their pay should immediately bring the matter to the attention of Human Resources, who can be reached at 203-586-1771, so that the Company can investigate and resolve the matter quickly and amicably.**

## **J. SAFE HARBOR POLICY FOR EXEMPT EMPLOYEES**

Exempt salaried employees receive a salary which is intended to compensate for all hours worked. Salary will be established at the time of hire. While it may be subject to review and modification from time to time, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work you perform.

Under federal and state law, your salary is subject to certain deductions. For example, absent contrary state law requirements, your salary can be reduced for the following reasons:

- Full day absences for personal reasons.
- Full day absences for sickness or disability.
- Full day disciplinary suspensions for infractions of our written policies and procedures.
- Family and Medical Leave absences (either full or partial day absences).
- To offset amounts received as payment for jury duty and witness fees or military pay.
- The first or last week of employment in the event you work less than a full week.

Your salary may also be reduced for certain types of deductions such as your portion of health insurance premiums, state, federal or local taxes, and social security.

In any work week in which you performed any work, for exempt employees, your salary will not be reduced for any of the following reasons:

- Partial day absences for personal reasons, sickness or disability.
- Your absence on a day because your employer has decided to close a facility on a scheduled work day
- Absences for jury duty, attendance as a witness, or military leave in any week in which you have performed any work.
- Any other deductions prohibited by state or federal law.

However, subject to state law, it is not an improper deduction to reduce an employee's accrued vacation, personal or other forms of paid time off banks for full or partial day absences for personal reasons, sickness or disability.

If you believe you have been subject to any improper deductions, you should immediately report the matter to the General Manager. If the General Manager is unavailable or is an inappropriate person to contact, or if a prompt and fully acceptable reply has not been received within five (5) business days, the Human Resources Department should be contacted.

Every report of improper deductions will be fully investigated and corrective action will be taken where appropriate, up to and including discharge for any employee(s) who violates this policy. In addition, the Company will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in investigating such reports. Retaliation is unacceptable, and any form of retaliation in violation of this policy will result in disciplinary action, up to and including discharge.

## **K. TRAINING PAY**

All new employees who are paid the tip credit rate of pay will be paid the applicable state and/or federal minimum wage during their training period. Trainees may be assigned to shadow employees in positions that customarily receive tips, such as servers. In such cases, trainees will be paid at least the applicable minimum wage per hour but will not be entitled to share in the tips earned by the service staff they are shadowing.

## **L. TIPPED EMPLOYEES**

### Tip Reporting and Record Keeping

According to IRS Publication 531, tipped employees are required to report 100% of all charge and cash tips they receive. If it is determined that you underreported your tip income, the IRS will assess the taxes you owe based on the records of your employer. The Company keeps detailed records of all employee earnings based upon credit card tips and all cash sales.

As per IRS Publication 531, you may be liable for all Social Security and Medicare taxes PLUS interest and substantial penalties. The IRS can find that you have underreported by randomly selecting your return for an audit or a tip examiner might review your employer's books. Underreporting by numerous employees can often bring an audit upon the entire house. The Company is required to file Form 8027 with the IRS every year. The sole purpose of this one page form is to determine if the tipped employees of the Company (as a whole) are declaring their tips properly. The information on this form can give the IRS an extremely accurate picture of proper or improper tip reporting.

All tipped employees must report 100% of the charge and cash tips they receive during each shift when they check out at the end of their shift. **REPORTING IS NOT A POLICY. IT'S THE LAW.** Failure to report accurate information in this regard may result in disciplinary action, up to an including termination.

### **III. EMPLOYEE BENEFITS**

#### **A. BENEFITS OVERVIEW**

In addition to good working conditions and competitive pay, it is the Company's policy to provide a combination of supplemental benefits to all eligible employees. In keeping with this goal, each benefit program has been carefully devised. These benefits include insurance benefits and other benefits, such as vacations and holidays.

The next few pages contain a brief outline of the benefits programs the Company currently provides for employees and their families. Of course, this information is only guidance.

These descriptions of insurance and other plan-governed benefits merely highlight certain aspects of the Company's plans and are provided as general information only. The specific provisions of the plans, including eligibility and benefits provisions, are summarized in each plan's summary plan description ("SPD"). SPDs may be revised from time to time. Additionally, the official plan documents are available for review upon request. In the determination of benefits or other matters under each plan, the terms of the official plan documents shall govern over the language of any descriptions of the plans, including SPDs.

Further, the Company (including the officers and administrators who are responsible for administering the plans) and/or the plan administrators retain full discretionary authority to interpret the terms of the plans as well as full discretionary authority with regard to administrative matters arising in connection with the plans and all issues concerning benefit eligibility and entitlement.

While the Company intends to maintain these employee benefits, it reserves the absolute right to modify, amend, or terminate these benefits at any time and for any reason, to the maximum extent permitted by applicable law.

Questions regarding benefits may be directed to the Human Resources or the General Manager.

#### **A. HEALTH INSURANCE**

On the first day of the month upon completion of 60 days of employment but in no event greater than 90 days after commencing employment, employees regularly working 30 hours a week or more on average may participate in the Company's group health insurance program. Employees that elect coverage will receive comprehensive health insurance coverage for both the employee and their eligible family members.

Upon becoming eligible to participate in these plans, employees will receive SPDs describing the benefits in greater detail. Please refer to the SPDs for detailed plan information. Employees can contact Human Resources with questions regarding this policy.

#### **A. WORKERS' COMPENSATION & SHORT TERM DISABILITY BENEFITS**

All employees are covered under our Workers' Compensation policy which is paid for by the Company. Accidental injuries which occur during working hours or conditions caused by work activities are covered under our Workers' Compensation policy. This insurance provides for the payment of medical expenses and weekly compensation payments during the period of an employee's work-related injury or illness.

Employees must report all injuries, no matter how slight, to management as soon as possible. Claim forms must be filed promptly to ensure claims are processed and Company records are prepared properly. Failure to follow Company procedures may affect employees' eligibility to receive Workers' Compensation benefits.

All employees also may be entitled to receive statutory short-term disability payments for non-occupational injuries or illnesses depending on their work location.

Workers' compensation and short-term disability are solely monetary benefits and not leaves of absence, unless otherwise provided by applicable law. For information regarding leaves of absence that may be available while receiving these benefits, please refer to the leaves of absence policies and/or contact the Human Resources Department.

## **B. HOLIDAYS**

The Company may recognize certain holidays throughout the year. Management will notify employees of any recognized holidays. When Company recognized holidays fall or are celebrated on what otherwise would be a regular workday for the employee, employees working in the corporate office will receive one (1) day's pay at their regular straight-time rate. Non-exempt employees working in the corporate office must complete the introductory period before becoming eligible for paid holidays off. Paid holidays off are not counted as hours worked for purposes of calculating overtime.

### **Holiday Availability**

Given the nature of our industry, it is important that all restaurant employees be available to work all major holidays. The restaurant is open every day of the year. While management will do its best to accommodate certain schedule requests when made in advance, it is not possible to accommodate everyone. The Company expect employees to be available (even if not regularly scheduled) to work when scheduled, even if on a holiday, absent extenuating circumstances. Employees are encouraged to provide as much advance notice as possible when requesting a holiday off with the understanding that there are no guarantees. A refusal to work a scheduled holiday shift (absent extenuating circumstances or where otherwise excused by applicable law) may result in disciplinary action, including and up to termination of employment.

## **C. PAID TIME OFF (PTO)**

**PTO: A form of paid time off that can be used for paid sick days, personal days, vacation time, or any other reason provided by applicable law.**

We know how hard our employees work and recognize the importance of providing time for rest and relaxation. Unless otherwise provided by applicable law, employees who have successfully completed their introductory period and who are otherwise eligible for paid time off will be notified of their eligibility for paid time off and the amount of paid time off available and any related conditions thereof in the employee's offer letter.

Requests to take PTO must be submitted as far in advance as possible, unless otherwise provided by applicable law. We will make every effort to grant employees' vacation preferences, consistent with our operating schedule. However, if too many employees request the same period of time off for reasons other than those protected by applicable law, preference typically will be given based on seniority or timing of the request, unless otherwise provided by applicable law. Further, we reserve the right to mandate the use of PTO in certain instances, to the extent permitted by applicable law.

PTO is paid at the employee's base rate of pay at the time of absence, unless otherwise provided by applicable law. PTO is not counted as hours worked for purposes of calculating overtime. PTO must be taken during the year accrued and cannot be carried over from year to year, unless otherwise provided by applicable law. The PTO benefit year is determined by anniversary date.

Accrued, unused PTO is not paid upon separation and the Company does not pay employees for accrued, unused PTO.

To the extent any applicable paid sick/safe time/leave or similar law or ordinance provides any greater rights than set forth in this policy, such provisions are incorporated by reference and/or addressed in a supplemental policy for covered employees. To the extent an employee uses PTO for reasons other than those covered by any applicable sick/safe time/leave or similar law or ordinance, the employee will not be provided with additional paid time off for sick/safe time/leave purposes irrespective of any applicable sick/safe time/leave or similar law/ordinance, unless otherwise required by law.

## **IV. LEAVES OF ABSENCE**

### **A. JURY DUTY LEAVE**

The Company realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All employees are allowed time off to perform such civic service as required by applicable law. Employees are expected, however, to provide the Company with proper notice of their request to perform jury duty and management should be informed of the expected length of jury duty service. If the required absence presents a serious conflict for management, employees may be asked to try to postpone jury duty. Employees must report to work for the major portion of the day if excused by the court unless such a requirement is restricted by applicable law. Employees also must provide verification of service.

Employees on jury duty leave are paid for time spent on jury duty service in accordance with applicable state law, however, exempt employees are paid their full salary for any week in which they perform authorized work for the Company. Any pay provided for time spent on jury duty leave is not counted as hours worked for purposes of calculating overtime. Employees may elect to use any available PTO during an otherwise unpaid jury duty leave. The substitution of paid time for unpaid leave time does not extend the length of leave and the paid time will run concurrently with any jury duty leave entitlement.

### **A. MILITARY LEAVE**

Employees who are called into active military service or who enlist in the uniformed services are eligible to receive a military leave of absence in accordance with applicable federal and state laws. To be eligible for military leave, employees must provide management with advance notice of their service obligations, unless they are prevented from providing such notice due to military necessity or it is otherwise impossible or unreasonable to provide such notice. In such instances, an employee should provide notice as far in advance as is reasonable under the circumstances.

Employees who are required to attend yearly Reserves or National Guard duty can apply for a temporary military leave of absence not to exceed the number of days allowed by law (including travel). Such employees should give management as much advance notice of their need for military leave as possible so that we can maintain proper coverage.

Military leave will be unpaid, unless otherwise required by applicable law. Employees may elect to use any available PTO during an otherwise unpaid military leave. The substitution of paid time for unpaid leave time does not extend the length of leave and the paid time will run concurrently with any military leave entitlement.

Employees whose absence does not exceed applicable statutory limitations will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws.

Please speak to Human Resources for additional information about Military Leave.

## **B. FAMILY AND MEDICAL LEAVE (“FMLA”)**

### **Eligibility Requirements**

Employees are eligible for FMLA if:

- At least fifty (50) or more employees are employed within a 75-mile radius of the employee’s work site;
- The employee has been employed for at least one year; and
- The employee has worked at least 1,250 hours within the previous twelve (12) months.\*

\*Special hours of service requirements apply to airline flight crew employees

### **Basic Leave Entitlement**

The FMLA requires covered employers to provide up to twelve (12) weeks of unpaid, job-protected leave in a 12-month period to eligible employees for certain family and medical reasons. The 12-month period is determined on a “rolling” 12-month period dating back from the time the employee requests leave. Leave may be taken for any one, or for a combination, of the following reasons:

- To care for the employee’s child after birth, or placement for adoption or foster care;
- To care for the employee’s spouse, child, or parent (but not in-law) who has a serious health condition; and/or
- For the employee’s own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee’s job.

Leave to care for the employee’s child after birth, or placement for adoption or foster care must be taken within one (1) year of the child’s birth or placement.

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

### **Military Family Leave**

Eligible employees with a spouse, child, or parent (but not in-law) on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserve component of the Armed Forces for deployment to a foreign country in support of a contingency operation or Regular Armed Forces for deployment to a foreign country may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring

for the parents of the military member on covered active duty and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement which permits eligible employees (spouse, child, parent (but not in-law) or next of kin of a covered service member) to take up to twenty-six (26) weeks of leave to care for a covered service member with a serious injury or illness during a single 12-month period (one time basis only). A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as “current members of the Armed Forces.” Covered service members also includes a veteran who is discharged or released from military services under condition other than dishonorable at any time during the five year period preceding the date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. These individuals are referred to in this policy as “covered veterans.”

The FMLA definitions of a “serious injury or illness” for current Armed Forces members and covered veterans are distinct from the FMLA definition of “serious health condition” applicable to FMLA leave to care for a covered family member.

### **Job Benefits and Protection**

If applicable, during FMLA leave, the Company must maintain health coverage under any “group health plan” on the same terms as if the employee had continued to work. If paid time off is substituted for unpaid leave, the Company will deduct the employee’s portion of any applicable health plan premium as a regular payroll deduction. If the employee’s leave is unpaid, the employee must make arrangements with Human Resources prior to taking leave to pay their portion of any applicable health insurance premiums each month.

The Company’s obligation to maintain health care coverage ceases if an employee’s premium payment is more than 30 days late. If an employee’s payment is more than 15 days late, the Company will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not return to work at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA leave. For purposes of this paragraph, an employee will be considered to have returned to work if the employee returns to work for at least 30 calendar days, or if the employee retires at the end of the FMLA leave period or within 30 days thereafter.

Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

The use of FMLA leave cannot result in the loss of any employment benefits that accrued prior to the start of an employee’s leave.

### **Use of Leave**

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Company's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

### **Substitution of Paid Leave for Unpaid Leave**

Employees must use accrued paid time off (to the maximum extent permitted by applicable law) while on unpaid FMLA leave. The substitution of paid time for unpaid FMLA leave time does not extend the length of FMLA leaves and the paid time will run concurrently with an employee's FMLA entitlement.

Upon written request, the Company will allow employees to use accrued paid time off to supplement any applicable paid disability or Workers' Compensation benefits. Receipt of disability benefits or Workers' Compensation benefits does not extend the maximum amount of leave time to which an employee is eligible under the FMLA.

### **Employee Responsibilities**

Employees must provide thirty (30) days' advance notice of the need to take FMLA leave when the need is foreseeable. When thirty (30) days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the Company's normal call-in procedures.

Employees must provide sufficient information for the Company to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions; the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the Company if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees may also be required to provide medical certification and periodic recertification supporting the need for leave.

### **Employer Responsibilities**

Covered employers must inform employees requesting leave whether they are eligible under the FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for ineligibility.

Covered employers must inform employees if leave is designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

### **Unlawful Acts by Employers**

FMLA makes it unlawful for the Company to:

- Interfere with, restrain, or deny the exercise of any right provided under the FMLA;

- Discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA.

Concerns regarding a possible violation with respect to either of these obligations should be reported to the Company's Human Resources Department.

### **Enforcement**

Employees may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement, which provides greater family or medical leave rights.

## **C. PERSONAL LEAVE**

Under certain circumstances, employees who are not eligible for any other Company leave of absence and/or have exhausted all other leave entitlements may be granted a personal leave of absence without pay. A written request for a personal leave should be presented to management at least two (2) weeks before the requested start of the leave, except in cases of emergency. Requests are considered based on non-discriminatory factors including but not limited to staffing requirements and the reasons for the requested leave, as well as employees' performance and attendance records. This leave may be requested for medical reasons. If so, the Company may require submission of medical certifications prior to granting leave as well as at various times during the leave.

Normally, personal leaves of absence are granted for a period of up to 8 weeks. Under unusual circumstances, a personal leave may be extended provided that a written request for an extension to management is made prior to the expiration of leave, and the request is granted. These time limitations do not apply to leaves taken for an employee's own medical reasons.

Employees must use accrued paid time off (to the maximum extent permitted by applicable law) while on unpaid personal leave. The substitution of paid time for unpaid leave time does not extend the length of leave and the paid time will run concurrently with any personal leave granted. Upon written request, the Company will allow employees to use accrued paid time off to supplement any applicable paid disability or Workers' Compensation benefits. Receipt of disability benefits or Workers' Compensation benefits does not extend the length of any personal leave granted.

During a personal leave, employees will not accrue paid time off or be paid for holidays. We will continue health insurance coverage during a personal leave if, to the extent paid time off is not substituted for unpaid leave, employees submit their share of the monthly premium payments to the Company in a timely manner, to the extent permitted and in accordance with the applicable plans.

When they anticipate returning to work, employees should notify management of their expected return date. Employees should notify management at least one (1) week before the expiration of leave.

Upon completion of a personal leave of absence, the Company will attempt to return employees to either their original job, or to a similar position, subject to prevailing business considerations. We note, however, that reinstatement is not guaranteed unless required by law.

Failure to advise management of availability to return to work, failure to return to work after notifying the Company of expected return to work, or remaining absent from work beyond the time approved by the Company is considered a voluntary resignation of employment unless otherwise prohibited by applicable law.

## **V. GENERAL POLICIES & PROCEDURES**

### **A. RULES OF CONDUCT**

The Company endeavors to maintain a positive work environment, as well as a collegial and professional experience for our guests. Each employee plays a role in creating this environment. As a result, we all must abide by certain rules of conduct, based on common sense.

The following are examples of some but not all conduct which may subject the offender to disciplinary action, up to and including discharge, in the Company's sole discretion:

- Obtaining employment on the basis of false information;
- Stealing, removing or defacing Company, guest or co-workers' property, including confidential guest financial information;
- Violation of the Discrimination, Harassment (Including Sexual-Harassment) & Retaliation Prevention Policy;
- Violation of the Substance Abuse Prevention Policy;
- Violation of the Workplace Violence Policy;
- Violation of Employee Guest/Alcohol Policy
- Violation of the Employee Food Policy;
- Violation of the Attendance Policy;
- Failing to follow proper hygiene or food sanitation policies;
- Sitting at restaurant tables or areas reserved for guests during working time, unless approved by management in advance;
- Loafing at the host/hostess stand or making any attempts to bribe or elicit more guests from the host/hostess;
- Socializing with friends or family who are guests at the restaurant while working. While the Company encourages you to invite friends and family to our restaurants, employees must remember that work time is just that – time to work, not socialize.
- Leaving personal belongings in unapproved areas;
- Displaying discourteous behavior towards a guest. If a guest has a complaint or is inappropriate, contact a manager to handle instead of trying to handle yourself;
- Leaving your assigned station without properly notifying your supervisor in advance to ensure proper coverage is arranged, except in cases of extreme emergency;
- Willful or careless destruction or damage to Company assets or to the equipment or possessions of another employee;
- Communicating for personal reasons using any electronic devices (whether it be on a phone, smart watch, text message, social media messaging, etc.) during working time, except in cases of extreme emergency;
- Using any electronic device on the restaurant floor, absent emergency calls approved by a manager;
- Engaging in outside employment that negatively interferes with the satisfactory performance of duties for the Company or conflicts with general business operations;
- Allowing personal disputes out of work to impact your performance at the restaurant;
- Unsatisfactory job performance; or
- Any other violation of Company policy.

The maintenance of a healthy, positive, guest-oriented approach to your job and work environment is essential in creating the fun yet professional environment we desire in our restaurants. You are expected to keep this goal in mind every time you report to work. Your guests have made the choice to come to the Company and not a different restaurant. We want to make sure they continue to be happy with that decision and your professionalism is an important part of that goal.

Obviously, not all conduct prohibited can be outlined here. The Company reserves the right to impose discipline up to and including immediate discharge, whenever management deems it appropriate to do so.

### **A. DRESS CODE & APPEARANCE**

Each employee is a representative of the Company who plays a part in keeping our restaurants inviting to our guests and our food service safe. Employees are expected to wear approved uniforms, if required for their positions, and otherwise present themselves in an appropriate manner. For example, all employees are also expected to bathe before their shift; wear appropriate, clean clothing; avoid wearing colognes and perfumes; and keep fingernails clean, short and well-manicured, with only neutral shades of fingernail polish, as our hands are often what guests first observe. Hair styles or make-up should be appropriate and neat; facial hair should generally be clean-shaven. Jewelry should be minimal and any jewelry in visible piercings should be limited (e.g., minimal earrings and nose studs only).

Employees may be asked to remove or change any jewelry, clothing, make-up or other grooming practice that poses health and/or safety risks. If an employee's appearance fails to meet the standards outlined above, as determined in the Company's sole discretion, the employee may be sent home (without pay, if applicable and permitted by applicable law). Further violation of this policy may result in disciplinary action, up to and including discharge.

Nothing in this policy or any related guideline is intended to discriminate against an employee's sincerely-held religious beliefs or practices, physical or mental disability, race or any other basis protected by applicable law. Employees who may need an accommodation based on a sincerely-held religious belief or practice, physical or mental disability, race or any other basis protected by applicable law can contact the General Manager or Human Resources.

Employees who have questions about this policy should contact the General Manager or Human Resources.

### **B. EMPLOYEE FOOD POLICY**

Employees must consume all food during the employee's break. Employees must not eat or drink while working unless approved by a manager. Employees may order food from the restaurant as a guest, but not while still clocked in. Any employee taking food home must exit the restaurant through the front door of the restaurant and have the food receipt stapled to the takeout food container. While trainers are entitled to certain shift meals at work, should a trainer wish to take their shift meal home, the trainer must pay for 50% of the meal. Remember, the employee discount

is a privilege and it's not to be abused. Unauthorized consumption of Company food or beverage is essentially stealing from the Company and may subject an employee to disciplinary action, including termination of employment.

### **C. SMOKING**

Smoking, including use of e-cigarettes, vaping devices and similar electronic devices, is prohibited at all times in all areas of our facilities, including private offices. Compliance with this policy is mandatory for all employees and persons visiting the Company, with no exceptions. Employees who violate this policy may be subject to disciplinary action. Any disputes involving smoking and any employees with questions should discuss their issues/concerns with the General Manager or Human Resources. Employees will not be subject to retaliation for reporting violations of this policy.

### **D. INSPECTIONS**

The Company reserves the right to require employees to agree to the inspection of their person, personal possessions, property, a personal vehicle parked on Company property, and work areas, to the maximum extent permitted by applicable law. This includes lockers, vehicles, bags, and other personal possessions or places of concealment. Searches of Company facilities and property, including Company property in the possession of the employee, may be conducted at any time and do not have to be based upon reason to believe Company policy is being violated. Employees are expected to cooperate in the conduct of any search or inspection. **Employees should have no expectation of privacy in any personal items brought into the workplace or in any Company work area or property used by the employee, whether or not locked with an employee or Company lock.**

### **E. SOLICITATION & DISTRIBUTION**

To avoid distractions, solicitation by an employee of another employee is prohibited while either the person doing the soliciting or the person being solicited is on working time.

Distribution of advertising material, handbills, printed or written literature of any kind during working time or in working areas of the Company is prohibited.

Working time includes the time during which any of the employees involved are actually scheduled to work, but does not include scheduled rest periods, meal breaks and other specified times when employees are not expected to be working.

Employees also are prohibited from engaging in solicitation of and distribution to customers in customer service areas at any time such areas are open to customers.

Solicitation and/or distribution by non-employees on Company premises is prohibited at all times.

### **F. COMMUNICATION & COMPUTER SYSTEMS**

The Company's communication and computer systems are the property of the Company intended for business purposes. This includes, but is not limited to, the computers, related hardware, software and networks as well as telephone, voice mail, e-mail and Internet systems. Any personal use must not interfere with performance or operations, must not result in added expenses to the Company and must not violate any Company policy or applicable law. Users have no legitimate expectation of privacy in regard to system usage.

The Company may lawfully access its communication and computer systems and obtain the communications and information within the systems, including past voice mail and e-mail messages, without notice to users of the system, in the ordinary course of business when the Company deems it appropriate to do so. Further, the Company may lawfully review Internet usage. The reasons for which the Company may obtain such access include, but are not limited to: maintaining the systems; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that Company operations continue appropriately during an employee's absence.

The Company may store electronic communications for a period of time after the communication is created. From time to time, copies of communications may be deleted.

The Company's policies including, but not limited to, those prohibiting harassment, in their entirety, apply to the use of the Company's communication and computer systems. Additionally, employees may not use the Company's communication and computer systems in violation of any law including, but not limited to, those related to copyrights and software piracy.

All employees, upon request, must inform management of any private access codes or passwords.

No employee may access, or attempt to obtain access to, another employee's communication or computer systems without appropriate authorization.

Employees may not install, duplicate, or remove software on the Company's computer systems without prior management approval. Personal computers and other electronic devices (cell phones, flash or thumb drives, etc.) may not be connected directly to the Company's computer systems without prior management approval.

Employees are prohibited from using personal e-mail accounts or text messaging applications to conduct Company business. Employees may not forward Company emails to a personal email address. Employees may not use any third party email or instant messaging accounts or services (such as GMail, AOL, Yahoo, etc.) for business purposes or any purpose on the Company's computer systems that are not ordinarily used in the performance of their job duties.

Violation of this policy may result in disciplinary action, up to and including discharge.

## **G. SOCIAL MEDIA**

The Company respects the right of any employee to maintain a blog or website or to participate in social networking on or through websites or services such as X/Twitter, Facebook, Threads, LinkedIn, YouTube, Instagram, TikTok, SnapChat or similar sites/services (collectively “social media”). However, to protect the Company’s interests and ensure employees focus on their job duties, employees must adhere to the following rules:

- Employees may not use social media during working time, unless specifically authorized to do so as part of their job duties.
- Employees cannot take pictures in our place of business and post them on social media without the permission of the General Manager, unless otherwise provided by applicable law.
- All rules regarding confidential and proprietary business information apply in full to social media. Any information that cannot be disclosed through a conversation, a note or an e-mail also cannot be disclosed through social media.
- When using social media, if an employee expresses either a political opinion or an opinion regarding the Company’s actions and also identifies oneself as an employee of the Company (or if it can be inferred that the employee is an employee of the Company), the poster must specifically state that the opinion expressed is the employee’s personal opinion and not the Company’s position. This is necessary to preserve the Company’s goodwill in the marketplace.
- Be aware of potential readers. Please do not use discriminatory comments, or make maliciously false statements when commenting about the Company, superiors, co-workers, customers, or our competitors.
- Employees may not use the Company’s logos or trademarks for commercial purposes or to endorse any product or service.
- Employees may not make any statement or post any comment or other material endorsing, recommending, or promoting any of the Company’s (or any affiliated company’s) food, drink, or services without disclosing the nature of the employee’s relationship with the Company.
- Any conduct which is impermissible under the law if expressed in any other form or forum is impermissible if expressed through social media. For example, posted material that is discriminatory, obscene, defamatory, libelous, or threatening is forbidden.

All other Company policies apply equally to social media. Employees should review this Handbook for further guidance.

The Company encourages all employees to keep in mind the speed and manner in which information posted through social media can be relayed (and often misunderstood) by readers. Employees must use their best judgment. Employees with any questions should review the guidelines above and/or consult with their manager. When in doubt, do not post! Failure to follow these guidelines may result in discipline, up to and including termination. In enforcing this policy, the Company reserves the right to monitor social media activities of employees, whether or not such activities are conducted with Company resources, to the extent permitted by and in accordance with applicable law.

Nothing in this policy is designed to interfere with, restrain, or prevent employee communications regarding wages, hours, or other terms and conditions of employment.

## **H. LEAVING THE COMPANY**

When the time has come to leave the Company, we ask that all employees submit a notice of resignation to your manager in advance of two weeks from the last day the employee intends to work. We appreciate employees' thoughtfulness in this matter. All Company property must be returned, without copying or reproducing, at the time of separation or as otherwise requested by management.

## **I. A FEW CLOSING WORDS**

This Handbook is intended to provide a broad summary of things our employees should know about the Company. The information in this Handbook is general in nature and, should questions arise, employees should consult their supervisor, the General Manager or Human Resources for complete details. While we intend to continue the policies, rules, and benefits described in this Handbook, the Company may always modify the matters set forth in this Handbook in its sole discretion. Please do not hesitate to speak to your supervisor, the General Manager or Human Resources with any questions about the Company or its personnel policies and practices.

## **RECEIPT OF EMPLOYEE HANDBOOK**

This Employee Handbook, including any applicable state supplement, is an important document intended to help you become acquainted with the Company. This document contains management guidelines only; it is not the final word in all cases. Individual circumstances may call for individual attention.

Because the Company's operations may change, the contents of this Handbook may be changed at any time, with or without notice, in an individual case or generally, at the sole discretion of management, to the maximum extent permitted by applicable law

Please read the following statements and sign below to indicate your receipt and acknowledgment of this Employee Handbook.

**I have received and read a copy of the Company's Employee Handbook (including any applicable state supplement). I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of the Company at any time, to the maximum extent permitted by applicable law.**

**I further understand that my employment is terminable at will, either by myself or the Company, regardless of the length of my employment or the granting of benefits of any kind.**

**I understand that no contract of employment other than "at will" has been expressed or implied, and that no representative of the Company other than the Owner is authorized to provide any employee or employees with an employment contract or special arrangement concerning terms or conditions of employment and that any such agreement must be in writing and signed by the Owner.**

**I understand that my signature below indicates that I have read and understand the above statements, including the Notice about Tip Credits outlined in the Company's Employee Handbook, Supplements and/or Applicable Notices, and that I have received a copy of the Company's Employee Handbook (including any applicable state supplement).**

Employee's Printed Name: \_\_\_\_\_

Position: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.

**RECEIPT OF THE COMPANY’S DISCRIMINATION, HARASSMENT  
(INCLUDING SEXUAL HARASSMENT) & RETALIATION  
PREVENTION POLICY**

I acknowledge that I have received, read, and understand the Company’s Discrimination, Harassment, and Retaliation Prevention Policy, including any applicable state supplement. I understand that I am expected to abide by and be bound by the rules, provisions and standards set forth in the Company’s policy. I further acknowledge that the Company reserves the right to revise, delete, and add to the provisions of the Discrimination, Harassment and Retaliation Prevention Policy at any time, to the maximum extent permitted by applicable law.

Employee's Printed Name: \_\_\_\_\_ Position: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.