

## **Twelve Oaks**

# Team Member Handbook

Novi, MI

**Effective November 2020** 

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## Statement of Employment

Chick-fil-A Twelve Oaks is the guest facing name of a Restaurant located in Novi, MI. While you will report to work and represent the brand of Chick-fil-A Twelve Oaks, an independently owned and operated franchise of Chick-fil-A, Inc., your employer is the holding company for Chick-fil-A at Novi, MI: Twelve Oaks FSU d/b/a Chick-fil-A Twelve Oaks ("Twelve Oaks FSU").

### Welcome!

Welcome to Chick-fil-A Twelve Oaks! We are humbled and honored that you selected our organization to partner with and add value to. It is our hope that your time with us is rewarding and helps you develop not only as a person, but as a future business leader in our community, an example for others to follow and an agent of positive change to all of those you come in contact with on a daily basis. During your time here, it is my mission to equip you with valuable skills, winning habits and positive attitudes that will stay with you for a lifetime. In addition, I intend to empower you with the ability to create your own path to Excellence. In this handbook, you will find all of our policies and guidelines for employment. This is a living document and I am at liberty to change the policies it entails at my discretion. Should you have any questions or concerns, please do not hesitate to ask.

We believe that having a business purpose and mission gives us proper guidance in all of our activities and you should know what they are as you begin your partnership with Chick-fil-A Twelve Oaks.

#### Chick-fil-A Twelve Oaks' Core Values:

- Guests Come First
  - At Chick-fil-A Twelve Oaks, our guests are the lifeblood of our business. We will always treat them with honor, dignity and respect.
- Perfection is the expectation, but Excellence is accepted
  - In everything you do, we encourage you to give your very best.
  - "Why not your very best?" S. Truett Cathy
- Never stop learning
  - Information and the application of it is what separates us from others. Always be learning.
  - We never stop learning more about ourselves, about one another, about the needs of our guests. **Be Curious.**
- Have Fun
  - This is not a job; it is an opportunity and experience. Have fun with it.
- Continuous improve
  - We champion a growth-mindset by striving to be better today than we were yesterday.
- Second Mile Service
  - The first mile is what is required for this partnership. We strive to go above and beyond the expectations of our guests and each other.
  - Whoever compels you to go one mile, go with him two Matthew 5:41

#### Chick-fil-A Twelve Oaks' Mission:

To be Michigan's most Caring Company by glorifying God. We glorify God by caring for his people. We want to show our guests and team members that they are what matter most to us. After a guest interaction we want them to think to themselves, "He or she really C.A.R.E.S."

#### C: Create Raving Fans.

• Raving Fans are our guests who come more often, pay full price and tell us and others about Chick-fil-A Twelve Oaks.

#### A: Accountability and Accuracy

- We will daily hold each other accountable to achieving Excellence.
- We don't want to create services that are Alright, we strive for them to be ALL-RIGHT.

#### R: Re-invent Continuously

• Each meal, each day and each interaction are opportunities to get better and re-invent the person you want to be and the company we will be.

#### E: Excellence, Enthusiasm and Encouragement

- Perfection is the expectation, but Excellence will be accepted. Try your very best, every meal, every day, and every interaction
- In the restaurant there are only three things that we can always control. Our enthusiasm, attitude and effort.
- It is my job to inspire you to believe in yourselves and create opportunities to believe in others. In the case of adversity, we will always be positive in our encouragement to be excellent.

#### S: Stewardship

- Stewardship simply stated means *to care for*.
- We will care for each other, our guests, our restaurant, equipment, uniforms, food and our community.

#### <u>Vision</u>

The vision for our restaurant is: "Winning Hearts every meal, every day; one bite at a time."

How do we win hearts? By providing:

- Great Food
- Fast and accurate service
- Genuine Hospitality

We will accomplish this by building a foundation based on fundamentals and getting better each and every day, intentionally and strategically or *one bite at a time*. We will not bite off more than we can chew.

Each and every meal we want to produce W.I.N.s:

- Work Hard
- Intentionally Serve Others
- Never Complain

#### **Our Priorities**

Our priorities are listed below and are the order of importance in how our company is operated.

- <u>Food Safety:</u> All responsibilities in the restaurant must be done while following all food safety guidelines.
- **<u>Restaurant Security:</u>** Your safety is very important to us. All security requirements must be followed at all times by all Chick-fil-A Employees.
- **Operational Excellence:** We must develop trust with each guest through meeting quality requirements all day, every day by serving craveable food, being surprisingly fast with our speed of service, providing a clean environment and being attentive and courteous to everyone we come in contact with.
- **Provide Second Mile Service:** Chick-fil-A team members must follow all service requirements by making it genuine, proactive, sincere, and personal.
- **Develop our team:** We don't exist to maintain but to help others grow into what and who they want to be.

Sincerely,

Michael Killian, Owner/Operator

## Purpose and Scope of this Handbook

This Handbook is designed to acquaint you with Chick-fil-A Twelve Oaks and provide you with information about working conditions, Team Member benefits, and some of the policies affecting your employment. You should read, understand, and comply with all provisions of the Handbook. Neither this Handbook nor any policy contained in this Handbook or elsewhere is intended to imply continued employment or otherwise limit in any way the policy of at-will employment. Nor does this Handbook, in describing Chick-fil-A Twelve Oaks' policies or procedures, commit Chick-fil-A Twelve Oaks to follow any particular procedure in the course of imposing discipline or terminating employment. Rather, this Handbook describes many of your responsibilities as a Team Member and outlines the programs developed by Chick-fil-A Twelve Oaks to benefit Team Members. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

This Handbook summarizes and provides a ready reference to the mechanics of our functioning on a day-to-day basis. From time to time, you may be given additional information and/or policies to replace or supplement the current Handbook pages. Chick-fil-A Twelve Oaks reserves the right to revise, supplement, or rescind any policies or portion of the Handbook, other than its policy of at-will employment, from time to time as it deems appropriate, in its sole and absolute discretion. You are responsible for maintaining an updated version of the Handbook. You are also expected to be familiar with our policies, rules, and procedures.

Chick-fil-A Twelve Oaks is committed to workplace policies and practices that comply with federal, state and local laws. In the event of an inconsistency between the Team Member Handbook and the law, the applicable law will apply.

This Handbook does not prohibit protected conduct or communications relating to your wages, hours or working conditions, or any other conduct protected by Section 7 of the National Labor Relations Act. Furthermore, nothing in this Handbook prohibits a Team Member from reporting concerns, making lawful disclosures or communicating with any governmental authority about conduct the Team Member believes violates any laws or regulations.

This Handbook remains the property of Chick-fil-A Twelve Oaks.

## **Company History**

The Chick-fil-A story started in 1946, when Truett Cathy opened his first restaurant, Dwarf Grill, in Hapeville, Georgia. Credited with inventing the original boneless breast of chicken sandwich, Mr. Cathy founded Chick-fil-A, Inc. in the 1960s and pioneered the establishment of restaurants in shopping malls with the opening of the first Chick-fil-A restaurant at a mall in suburban Atlanta in 1967. Since then, Chick-fil-A has steadily grown to become the largest quick-service chicken restaurant chain in the United States.

#### Commitment to Hospitality

Chick-fil-A Twelve Oaks strives to maintain an atmosphere of hospitality for all guests. We respectfully welcome all guests and seek to create a remarkable experience for all who visit our Restaurant. We want to maximize the opportunity to grow the business by having a positive influence on others and providing an environment whereby all guests are treated with honor, dignity, and respect.

#### Commitment to Operational Excellence

Chick-fil-A Twelve Oaks strives to maintain an atmosphere of Operational Excellence at all times. We develop trust with our guests through meeting the Quality Requirements all day every day by:

- Taste: Serving Crave-able Food
- Speed: Be surprisingly fast
- Attentive and Courteous: Enthusiastically fulfill the Core Four
- Cleanliness: Offer a refreshingly clean environment

#### Second Mile Service

Chick-fil-A Twelve Oaks strives to provide what we call "Second Mile Service" to all our guests. This is defined as going above and beyond guest expectations. Our goal is that every guest, on every visit, will experience at least one element of Second Mile Service. There are unlimited ways in which we can deliver Second Mile Service to our guests. Many are as simple as a warm welcome, a heartfelt "My Pleasure". We like to say "My Pleasure" when the guest offers a thank you for our service, and a fond farewell as the guest departs. Other ways of offering Second Mile Service are as simple as refreshing a beverage at the table, assisting a parent with young kids to their table, or carrying a meal out to someone's car. At Chick-fil-A Twelve Oaks, Second Mile Service should be "Second nature"!

The key to providing Second Mile Service is showing honor, dignity and respect to all guests. We want to care for them in a special and personal way. Providing Second Mile Service is important in all positions and areas of our Restaurant. Being alert to guests and anticipating their needs is a great way to develop this behavior. We trust you will enthusiastically embrace this concept, and display a Second Mile Service attitude not only toward our guests, but also to your fellow Team Members and others!

#### Second Mile Service Requirements

Carrying trays from the counter to guest's table for:

- The elderly
- Those with disabilities
- o Parents with small children
- Any other guest needing additional assistance

#### **Recipe for Service**

Just as we have recipes for the consistent preparation of our menu items, we also have a Recipe for Service to ensure that each of our guests experience a high level of consistent customer service. Team Members are to abide by the standards and expectations set by Chick-fil-A Twelve Oaks. Each individual will be expected to display and maintain a positive attitude, maintain a clean and organized Restaurant, and create remarkable experiences for our guests. By combining the Core Four and elements of Second Mile Service, our guests will become Raving Fans of Chick-fil-A Twelve Oaks. Raving Fans are guests that come more often, pay full price, and tell others about Chick-fil-A Twelve Oaks.

We create a clean, comfortable environment for our guests so that they see Chick-fil-A Twelve Oaks as the best place to come for a meal with their family, friends or business associates. We constantly seek opportunities to grow and develop personally and professionally so that we can grow and develop as a team and be our best for our guests. We view every person that walks through our doors, or drives through our drive thru as a member of our family. We look for ways to make a lasting positive impression on them each and every time they visit.

#### The Core Four

The following steps are expected when serving a guest:

- 1. **Create eye contact.** Your eyes should meet the guests' eyes before the guest has reached the counter or drive thru.
- 2. Share a genuine smile. This conveys friendliness and is very contagious!
- 3. **Speak with a friendly tone.** When conversing, use the mood meter and reply with responses that are no more than two levels above the guest's observed mood.
- 4. Always say "My pleasure". Engage the guest in conversation while preparing the order and keep the guest updated of any delays. Stay focused on your guest. If a guest says "Thank you", we always answer with "My pleasure ".

There are unlimited ways in which we can deliver Second Mile Service to our guests.

#### What You Can Expect from Chick-fil-A Twelve Oaks

- To have a safe environment in which to work.
- To be treated fairly and professionally, with honor, dignity, and respect.
- To be compensated fairly for the work you perform.
- To be trained properly and effectively to succeed in the assigned job.
- To be given opportunities to grow as a leader.
- To be given clear guidance for success and benchmarks to measure performance.

By providing direction, proper training, and the resources you need to do your job, we believe you will be a successful Team Member, working productively, efficiently and safely.

#### What Chick-fil-A Twelve Oaks Expects from You

By providing direction, proper training, and the resources you need to do your job, we believe you will be a successful Team Member, working productively, efficiently and safely. One of the key ingredients to our success is: Providing QUALITY FOOD AND SERVICE to our Guests.

You are challenged with the responsibility of CREATING RAVING FANS, which are the heart of Chick-fil-A Twelve Oaks. We believe this can be done by applying the following commitments everyday:

- To provide quality service to our guests.
- To be honest and dependable.
- To be an efficient, cooperative, and productive Team Member.
- To strive for perfection in your job performance.

## Accuracy of Employment Related Documents

Chick-fil-A Twelve Oaks relies upon the accuracy of information contained in the employment application, as well as the accuracy of other information provided by Team Members throughout the hiring process and during employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in Chick-fil-A Twelve Oaks exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

## Employment at Will

Your employment relationship with Chick-fil-A Twelve Oaks is at-will. The policy of at-will employment means that employment with Chick-fil-A Twelve Oaks is voluntarily entered into, and you are free to resign at-will at any time, with or without notice or cause. The policy also means that Chick-fil-A Twelve Oaks may terminate your employment at-will at any time, with or without notice

or cause. At-will employment also means that Chick-fil-A Twelve Oaks may make decisions regarding other terms of employment, including but not limited to demotion, promotion, transfer, compensation, benefits, duties, and location of work at any time, with or without cause or advance notice. No representative of Chick-fil-A Twelve Oaks other than the Owner/Operator has the authority to enter into any agreement for employment for a specified duration or to make any agreement for employment other than at-will. Any such agreement must be by individual agreement, in writing, and signed by the Owner/Operator.

## Equal Employment and Nondiscrimination

#### Equal Employment Opportunity Policy

Chick-fil-A Twelve Oaks is an equal opportunity employer and is committed to equal opportunity for all Team Members and applicants. Chick-fil-A Twelve Oaks recruits, hires, trains, promotes, compensates, and administers all personnel actions without regard to an individual's race, color, religious creed, sex, sex stereotype (including assumptions about a person's appearance or behavior, gender roles, gender expression, or gender identity), pregnancy, gender, gender identity, gender expression, national origin, age, mental or physical disability, ancestry, medical condition, marital status, military or veteran status, citizenship status, sexual orientation, genetic information, or any other protected status of an individual or that individual's associates or relatives. We interpret these protected statuses broadly to include both the actual status and also any perceptions and assumptions made regarding these statuses. For purposes of this policy, gender includes gender identity and expression, transgender identity, pregnancy, breastfeeding, childbirth, or related medical condition, and gender stereotyping. This policy applies to all areas of employment, including recruitment, testing, screening, hiring, selection for training, upgrading, transfer, demotion, layoff, discipline, termination, compensation, benefits, and all other privileges, terms, and conditions of employment.

All Team Members must follow this policy. Any Team Member who violates this policy will be subject to disciplinary action, up to and including termination of employment. Chick-fil-A Twelve Oaks is committed to the practice of equal employment opportunity and will not tolerate intimidation or retaliation against Team Members or applicants because they have engaged in or may engage in filing a complaint of discrimination or retaliation; assisting or participating in an investigation; opposing any act or practice made unlawful by any local, state, or federal law; or for exercising any other legally protected right.

Any Team Member who believes that they, or that another person, has been subjected to any form of unlawful discrimination or other violation of this policy must immediately bring the concern to the attention of a supervisor, leader, or directly to the Owner/Operator. All reports describing conduct that is inconsistent with this policy will be investigated promptly and effectively in accordance with the procedure outlined in the Policy against Sexual Harassment and Other Workplace Harassment.

Our commitment to equal employment opportunity applies to all persons involved in our operations and prohibits unlawful discrimination and harassment by any Team Member (including supervisors and co-workers), agent, client, guest, or vendor.

#### **Reasonable Accommodations Policy**

Chick-fil-A Twelve Oaks stands committed to fulfilling its obligations under the Americans with Disabilities Act and all other applicable federal, state, and local statutes and regulations governing the workplace. In that vein, and consistent with applicable law, Chick-fil-A Twelve Oaks will provide reasonable accommodations to enable qualified individuals with a disability to perform the essential functions of their jobs, and to enable individuals to enjoy benefits and privileges of employment equal to those enjoyed by Team Members without disabilities, unless doing so creates an undue hardship, in accordance with all legal requirements. Every good faith effort will be taken by Chick-fil-A Twelve Oaks to fulfill the objectives of this policy.

Any applicant or Team Member who requires an accommodation to perform the essential functions of the job should contact the Owner/Operator to request that accommodation. Chick-fil-A Twelve Oaks will engage in an interactive process with an applicant or Team Member who requests an accommodation and makes an individualized assessment of the request. If the accommodation is reasonable and will not directly threaten someone's health or safety or impose an undue hardship, Chick-fil-A Twelve Oaks will grant the accommodation. Chick-fil-A Twelve Oaks may also propose and, where appropriate select, an alternative accommodation that allows the Team Member to perform the essential functions of their position. Providing a Team Member with a reasonable accommodation does not excuse the Team Member from meeting the job requirements and performance standards in their position.

Individuals seeking reasonable accommodation may be required to provide medical verification of their disability and need for accommodation by submitting medical information to the Owner/Operator. All medical information received will be treated as confidential in accordance with Chick-fil-A Twelve Oaks policy and any applicable laws. Failure to submit requested documentation may affect Chick-fil-A Twelve Oaks decision to grant or deny the requested accommodation.

#### Policy against Sexual Harassment and Other Workplace Harassment

Chick-fil-A Twelve Oaks expects every Team Member to show respect for all of our colleagues, clients, associates, and vendors. Professional conduct furthers Chick-fil-A Twelve Oaks mission, promotes productivity, minimizes disputes, and enhances our reputation. Accordingly, this policy forbids any unwelcome conduct that is based on an individual's race, color, religious creed, sex, sex stereotype (including assumptions about a person's appearance or behavior, gender roles, gender expression, or gender identity), pregnancy (which includes pregnancy, childbirth, and medical conditions related to pregnancy, childbirth, or breastfeeding), gender, gender identity, gender expression, national origin, age, mental or physical disability, ancestry, medical condition, marital status, military or veteran status, citizenship status, sexual orientation, genetic information, or any other protected status of an individual or that individual's associates or relatives. We interpret these protected statuses broadly to include both the actual status and also any perceptions and assumptions made regarding these statuses. For purposes of this policy, gender includes gender identity and expression, transgender identity, pregnancy, breastfeeding, childbirth, or related medical condition, and gender stereotyping. Chick-fil-A Twelve Oaks is thus committed to providing a work environment that is free of unlawful discrimination, including harassment that is based on any legally protected status. Chick-fil-A Twelve Oaks will not tolerate any form of harassment that violates this policy.

#### Coverage

This policy and the law forbid any Team Member, leader, supervisor, officer, director, supplier, vendor, guest, or any other third party that a Team Member encounters in connection with Chick-fil-A Twelve Oaks business to harass, discriminate, or retaliate against any Team Member, applicant, or contractor, intern, or volunteer, on the basis of any legally protected status or activity. This policy also prohibits offensive conduct that does not rise to a violation of the law, as explained below.

#### **Prohibited Conduct**

The conduct prohibited by this policy, whether verbal, physical, or visual, includes any discriminatory employment action and any unwelcome conduct that is inflicted on someone because of that individual's protected status. Among the types of unwelcome conduct prohibited by this policy are epithets, slurs, negative stereotyping, intimidating acts, and the circulation or posting of written or graphic materials that show hostility toward individuals because of their protected status. Chick-fil-A Twelve Oaks prohibits that conduct, even if the conduct is not sufficiently severe or pervasive to constitute unlawful harassment.

#### Sexual Harassment

Sexual harassment deserves special mention. Harassing conduct based on gender often is sexual in nature but sometimes is not. This policy forbids harassment based on gender regardless of whether the offensive conduct is sexual in nature. Any unwelcome conduct based on gender is also forbidden by this policy regardless of whether the individual engaged in harassment and the individual being harassed are of the same or are of different genders.

According to the U.S. Equal Employment Opportunity Commission ("EEOC"), unwelcome sexual advances, requests for sexual favors, and other verbal, physical or visual conduct based on sex constitute unlawful sexual harassment when (1) submission to such conduct becomes an implicit or explicit term or condition of employment, (2) submission to or rejection of the conduct is used as the basis for any employment decision, or (3) the conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

This policy forbids harassment based on gender regardless of whether it rises to the level of a legal violation. Examples of gender-based harassment forbidden by this policy include (1) offensive sex-oriented verbal kidding, teasing or jokes, (2) repeated unwanted sexual flirtations, advances or propositions, (3) verbal abuse of a sexual nature, (4) graphic or degrading comments about an individual's appearance or sexual activity, (5) offensive visual conduct, including leering, making sexual gestures, the display of offensive sexually suggestive objects or pictures, cartoons or posters, (6) unwelcome pressure for sexual activity, (7) offensively suggestive or obscene letters, notes or invitations, (8) offensive physical contact such as patting, grabbing, pinching, or brushing against another's body, and (9) sexual favoritism.

#### Team Member Responsibility

Everyone at Chick-fil-A Twelve Oaks can help assure that our workplace is free from prohibited discrimination or harassment.

#### **Avoiding Prohibited Conduct**

Everyone is expected to avoid any behavior or conduct that could reasonably be interpreted as prohibited harassment; no Team Members, or even the highest ranking individuals at Chick-fil-A Twelve Oaks, are exempt from the requirements of this policy. Every Team Member is expected to inform management and/or the Owner/Operator of any person in the workplace whose conduct the Team Member finds unwelcome.

#### **Reporting Procedures**

All incidents of alleged discrimination, harassment, retaliation, or other conduct inconsistent with this policy must be reported immediately.

Any leader or supervisor who is aware of conduct inconsistent with this policy or who receives a report of conduct inconsistent with this policy must report it immediately to the Owner/Operator.

If you feel you have experienced or witnessed any conduct that is inconsistent with this policy, you are to immediately notify the Owner/Operator. These are the individuals authorized by this policy to receive and act upon complaints of discrimination, harassment, and retaliation on behalf of Chick-fil-A Twelve Oaks. This policy does not require reporting discrimination, harassment, or retaliation directly to a Team Member's immediate supervisor or to any individual who is creating the harassment, discrimination, or retaliation.

#### **Company Response**

All reports describing conduct that is inconsistent with this policy will be investigated promptly and effectively. To that end, parties involved in the situation (including the reporting party, anyone identified as the target of the behavior (if different than the reporting party), and anyone the reporting party and the party who allegedly violated this policy) will be offered an opportunity to be interviewed or to otherwise respond to a report under this policy. Chick-fil-A Twelve Oaks may put certain interim measures in place, such as a leave of absence or a transfer, while the investigation proceeds. Chick-fil-A Twelve Oaks will take further appropriate action once the report has been thoroughly investigated. That action may be a conclusion that a violation occurred, as explained immediately below. Chick-fil-A Twelve Oaks might also conclude, depending on the circumstances, either that no violation of policy occurred, or that Chick-fil-A Twelve Oaks cannot conclude whether or not a violation occurred.

If an investigation reveals that a violation of this policy or other inappropriate conduct has occurred, then Chick-fil-A Twelve Oaks will take corrective action, including discipline up to and including termination, reassignment, changes in reporting relationships, training, or other measures as Chick-fil-A Twelve Oaks deems appropriate under the circumstances, regardless of the job positions of the parties involved. Chick-fil-A Twelve Oaks may take corrective action for any inappropriate conduct discovered in investigating reports made under this policy, regardless of whether the conduct amounts to a violation of law or even a violation of this policy. If the person who engaged in harassment is not employed by Chick-fil-A Twelve Oaks, then Chick-fil-A Twelve Oaks will take whatever corrective action is reasonable and appropriate under the circumstances.

#### **Policy Against Retaliation**

Chick-fil-A Twelve Oaks forbids that any Team Member treat any other Team Member or former Team Member or applicant adversely for reporting discrimination, retaliation, or harassment, for assisting another Team Member or applicant in making a report, for cooperating in an investigation, or for filing an administrative claim with the EEOC or a state governmental agency. All Team Members who experience or witness any conduct they believe to be retaliatory should immediately follow the reporting procedures stated above.

#### Confidentiality

In investigating and in imposing any corrective action, Chick-fil-A Twelve Oaks will attempt to preserve confidentiality to the extent that it is allowable under applicable law.

#### Application of the Policy to Non-Team Members

Chick-fil-A Twelve Oaks policy also applies to the dealings of any Team Member with non-Team Members such as guests, vendors, and members of the public. Furthermore, the policy also applies to individuals who do business with Chick-fil-A Twelve Oaks, who are present on Chick-fil-A Twelve Oaks premises, or who interact with any Team Member of Chick-fil-A Twelve Oaks while the Team Member is on-duty.

#### **Open Door Policy**

Chick-fil-A Twelve Oaks has adopted an Open Door Policy for all Team Members. This means that every leader's, supervisor's or director's "door" is open to every Team Member. The purpose of our Open Door Policy is to encourage open communication, feedback and discussion about any matter of importance to a Team Member. Chick-fil-A Twelve Oaks' open door policy means that Team Members of Chick-fil-A Twelve Oaks are free to talk with any leader, supervisor, director and/or the Owner/Operator at any time.

If any area of your work is causing you concern, you have the responsibility to address your concern with your supervisor. Whether you have a problem, a complaint, a suggestion, or an observation, Chick-fil-A Twelve Oaks' leaders want to hear from you. By listening to you, Chick-fil-A Twelve Oaks is able to improve, to address complaints, and to foster Team Member understanding of the rationale for practices, processes, and decisions.

Team Members are further encouraged to pursue discussion of their work-related concerns with the management official they have approached until the matters they have raised are fully resolved. Chick-fil-A Twelve Oaks cannot guarantee that in each instance the Team Member will be satisfied with the result, but in each case an attempt will be made to explain the resolution of the matter to the Team Member, even when it is not the result that the Team Member sought. Chick-fil-A Twelve Oaks believes that such concerns are best addressed through informal and open communication. Team Members may also submit a written complaint and direct it to the attention of the Owner/Operator as soon as possible after the events that give rise to the Team Member's work-related concerns.

No Team Member will be disciplined or otherwise penalized for raising a good-faith concern. Chick-fil-A Twelve Oaks will attempt to keep confidential all such expressions of concern, their investigation, and the terms of their resolution. At the same time, however, some dissemination of information to others may be appropriate during the process of investigating and resolving the Team Member's concerns.

## **Pay Practices**

#### Team Member Classifications

#### **Classification Status**

You will be advised of your Team Member classification at the time of hire, promotion, or transfer or if any other change in your position with Chick-fil-A Twelve Oaks occurs. Because all Team Members are hired for an unspecified duration, assignment to any of these classifications does not guarantee employment for any specific length of time. Regardless of classification, employment is at the mutual consent of you and Chick-fil-A Twelve Oaks.

If you have questions regarding your eligibility for particular benefits, see the Owner/Operator.

#### **Regular Full-time Team Members**

A regular full-time Team Member is a Team Member who is normally scheduled to work and does work a schedule of forty (40) hours or more per week, subject to applicable legal requirements.

#### **Regular Part-time Team Members**

A regular part-time Team Member is a Team Member who is normally scheduled to work and does work a schedule of less than forty (40) hours per week. Part-time Team Members are not eligible for some company benefits that may now or in the future be available to full-time Team Members, subject to applicable legal requirements.

#### Non-exempt Team Members

Full or part-time Team Members who are subject to the provisions of federal and state law requiring the payment of weekly and/or daily overtime are considered to be non-exempt.

#### **Exempt Team Members**

Team Members who are not subject to the provisions of federal and state law requiring the payment of overtime are considered exempt. Exempt Team Members are paid a salary intended to compensate them for all of their hours of work each week. Chick-fil-A Twelve Oaks intends to maintain the salary basis of all of its salaried exempt employees. Notwithstanding any other provision of this Handbook, Chick-fil-A Twelve Oaks' policies are to be interpreted in accordance with the salary basis requirements of the Fair Labor Standards Act and state law.

A Team Member's exempt or non-exempt status may be changed only upon written notification from the Owner/Operator. Questions about your Team Member classification should be directed to the Owner/Operator.

#### **Overtime Pay, Non-Exempt Team Members**

When operating requirements or other needs cannot be met during regular working hours, Team Members may be scheduled to work overtime in accordance with all legal requirements. All overtime must be approved in advance by a Director. Team Members who fail to work scheduled overtime or who work overtime without prior authorization may be subject to disciplinary action up to and including termination of employment. Non-exempt Team Members must not perform any work "off the clock."

All non-exempt Team Members will be paid a premium for overtime hours as follows:

You will be paid at 1.5 times your regular hourly rate of pay for any time worked over 40 hours in one work week. For purposes of calculating overtime premium pay under this policy, the work week at the Restaurant begins on Sunday at 12 AM and ends on Saturday at 11:59 PM. In addition, the "workday" is defined as beginning at 12 AM each day and ending at 11:59 PM that evening.

Overtime is based on actual hours worked. Paid time off for holidays, vacation, personal days, paid sick time and vacation does not count as "hours worked" for overtime purposes.

#### Hours and Days of Work

Business hours are generally Monday through Saturday, 6:30 AM to 10 PM.

The work week at the Restaurant begins on Sunday at 12 AM and ends on Saturday at 11:59 PM. In addition, the "workday" is defined as beginning at 12 AM each day and ending at 11:59 PM that evening.

You should also be aware that you are entitled to a "day of rest" (i.e., a day without work) every workweek. The "day of rest" will not necessarily be scheduled for the same day every workweek, but you will be provided at least one day of rest every workweek (unless you work 30 hours or less that week and not more than 6 hours per day, in which case you are exempt from the day of rest rule).

Chick-fil-A Restaurants are, and always have been, closed on Sundays. Chick-fil-A's founder, S. Truett Cathy, wanted to ensure that everyone had at least one day a week as an opportunity for rejuvenation, rest, and to pursue personal activities. At Chick-fil-A Twelve Oaks, we are always closed on Sundays. Occasionally, it may be necessary to meet with our staff, conduct training or extra cleaning, or repair equipment on Sunday, but we are never open to the public for business on Sunday or sell Chick-fil-A products on Sunday.

#### **Schedules**

Unless otherwise required by law, work schedules will be posted by Saturday for the workweek beginning the following Monday. Schedule change requests should be made before Tuesday evening of the preceding week. Once the request deadline has passed, you must work your scheduled shift or find a qualified Team Member to take your place, subject to legally-protected exceptions. Any changes must be authorized by the scheduler, any Director, or Owner/Operator.

Detailed instructions will be provided to you during orientation on the use of HotSchedules for requesting time off, trading shifts and general scheduling communication. Team Members are to report for work on time as scheduled and to work all scheduled hours. With the exception of sick leave and other legally-protected absences, failure to report to work for your shift, without finding a Supervisor/any Director/or Operator approved replacement, may result in disciplinary action, up to employment termination.

#### Meal Periods

Team Members who work at least five (5) hours during a single day are permitted to take one unpaid break for up to thirty (30) minutes. In addition, Team Members who work ten (10) hours or more during a single day are permitted to take a second unpaid break for up to thirty (30) minutes. Team Members must "clock out" on the POS when going on break. At the end of the 30-minute unpaid break, Team Members must "clock in" on the POS. These breaks should be taken separately and should not be combined.

If your break time exceeds the time allotted and permitted, you may be subject to disciplinary action. Chick-fil-A Twelve Oaks Leadership will coordinate all breaks to ensure the Restaurant is adequately staffed at all times. You should take your break(s) only at a time approved by a leader on duty or the Owner/Operator.

You are relieved of all of your work duties during your meal period, and you are free to use your meal period time for whatever purpose you desire. This means you are not required to stay at the Restaurant. You are expected to return to work promptly at the end of your meal period.

You are responsible for cleaning up after yourself at the completion of your break, including washing any dishes you may have used.

#### Employee Meals & Drink Policy

Team Members will receive a \$8.00 meal contribution allowance for every shift that they work, regardless of the duration of their shift. Meal allowances are not wages and do not accrue. Meal allowances may not be combined if they are not used, and they do not roll over from shift to shift. If you do not use the full allowance during any given shift then you lose it. Meal allowances are for dine-in only. This is strictly a courtesy. Team members are responsible for paying any dollar amount over the allowance. The allowance must be used during a break on a scheduled shift. You should order from the front counter (as a customer would) and your order should be rung up by the cashier and discounted as an employee meal.

Team Members who come into the Restaurant on a day that they are **not** working, do not receive any discount or meal allowance and must pay full price.

Food is only to be eaten while on break. If you are not provided with a meal period as specified in this policy, or anyone directs or encourages you to skip your meal periods, you must contact the Owner/Operator immediately. You may do so without fear of retaliation, which Chick-fil-A Twelve

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Oaks policy prohibits.

#### Timekeeping Requirements and Recording Work Hours

Accurately recording time worked is the responsibility of every non-exempt Team Member. Each non-exempt Team Member is required to record accurately the time they begin and end their work, as well as the beginning and ending time of each meal period, and the beginning and ending time of any split shift or departure from work for personal reasons.

All Team Members are required to record hours worked by using an assigned Team Member number to clock in and out. This time includes the beginning of the day, the beginning and end of meal periods, and the end of the workday. You may not clock in or work more than 5 minutes before the shift begins and you are expected to clock out and stop working no more than 5 minutes before or after your shift is scheduled to end, unless otherwise instructed or approved by a Director. Working off the clock is prohibited.

All non-exempt Team Members must record their work time exactly as that time is worked – without exception. If a Team Member forgets to clock in or out or makes an error regarding his/her time worked, the Team Member should notify a Director or Owner/Operator who must make the correction. Any Team Member who fails to follow these timekeeping policies may be subject to disciplinary action, up to and including termination of employment. If requested, it is the Team Member's responsibility to sign his or her time record to certify the accuracy of all time recorded. The Team Member's supervisor will review and approve time clock reports.

Altering, falsifying or tampering with timekeeping records, recording on your time card hours not worked, working hours not recorded on your time card (i.e., working "off the clock"), having someone else record your time or recording another Team Member's time, and performing overtime work not specifically authorized in advance are all serious violations of company policy which may result in disciplinary action, up to and including termination. If anyone encourages you to work "off the clock" or otherwise falsify your time record, you must notify the Owner/Operator immediately.

#### Payment of Wages

#### Pay Days

Team Members will receive their paychecks every other week on a Friday after 2 PM local time.

If a regular payday falls on a holiday, Team Members will be paid on the preceding workday. Chick-fil-A Twelve Oaks does not permit advances against paychecks.

Non-exempt Team Members are required to record hours worked including arrival times, departure times and any unpaid meal breaks. Any missed entries should be reported to a supervisor immediately. Proper and consistent recording of time ensures proper and timely payment. Failure to record properly will result in disciplinary action up to and including termination of employment.

#### **Direct Deposit**

Chick-fil-A Twelve Oaks provides a direct deposit system, i.e. the automatic direct deposit of your paycheck into your bank account, as an option for all Team Members. Chick-fil-A Twelve Oaks encourages Team Members to sign up for direct deposit.

#### **Reimbursement of Expenses**

Team Members who are required to incur necessary and reasonable expenses as a consequence of their work will be reimbursed for such expenses, upon timely submission of receipts and a request for reimbursement. Team Members must receive approval from their supervisor before incurring the expense.

## **Team Member Rules and Performance**

#### Job Duties and Responsibilities

Although many Team Members will be assigned to a specific station or stations on a particular day, most Team Members will from time to time be required to perform a variety of jobs or tasks in the Restaurant.

You will be provided with training with respect to all the functions of your job at the Restaurant.

#### **Guest Service**

Your main responsibility as a Team Member is to help provide our guests with efficient, courteous service, quality food, and a clean, pleasant environment for their dining experience.

Please remember to always smile at the guest and be friendly.

Please remember to treat every guest (and all individuals) with honor, dignity and respect.

Although we strive for quick service, please do not rush a guest.

Please do not argue with a guest. If you have a situation with a guest that you cannot handle or that the guest feels has not been handled adequately, then notify your leader or a supervisor on duty.

Generally, you should stay at your assigned station, unless otherwise directed by your leader or supervisor on duty or in the case of an emergency.

#### Responsibilities

The following responsibilities are also a part of everyone's job at Chick-fil-A Twelve Oaks, and vital to providing our guests with the best possible experience every time they visit:

- When you are working as a cashier or otherwise providing food orders to guests, always double-check the order to ensure it is correct before giving it to the guest.
- When you are working as a cashier, never leave a cash register drawer open. Only work out of the drawer assigned to you.

- Everyone is responsible for helping to ensure that stock is rotated properly.
- Everyone is responsible for helping to ensure that the Restaurant is as clean as possible.
- o Avoid wasting food, paper products, cleaning supplies, etc.

These lists are not all-inclusive or exhaustive. Other responsibilities apply to every job with Chick-fil-A Twelve Oaks.

#### Age Restricted Activities

Chick-fil-A Twelve Oaks complies with all federal, state and/or local laws regarding the employment of individuals under the age of 18. For Team Members under the age of 18, hours worked are limited as follows:

Jobs Team Members under the age of 18 are not allowed to do:

- Load or operate a trash compactor
- o Drive their car for anything associated with Chick-fil-A
- Operate, setting up, cleaning, adjusting, oiling, or repairing the kitchen equipment (i.e. choppers, mixers, grinders, cutters) If you are in doubt as to whether a particular activity or time of work is prohibited for a team member of your age, then you should refrain from performing the task or working at the particular time until you have consulted with management and obtained proper guidance and direction

If you are in doubt as to whether you are prohibited from performing a particular activity or working during a particular time period due to your age, then you should refrain from performing the task or working at the particular time until you have consulted with the Shift Leader or supervisor on duty and obtained proper guidance and direction.

#### Code of Conduct

To work together most effectively as a team, it is important that we all recognize and understand the rules and regulations stated below and elsewhere in this Handbook. These rules and regulations are designed to ensure fair and consistent treatment and to clarify each person's responsibilities.

In general any act, the consequence of which might result in harm to Chick-fil-A Twelve Oaks or its Team Members or guests, which violates a company policy or which interferes or tends to interfere with the rights or property of Chick-fil-A Twelve Oaks or its Team Members or guests, may subject the offender to disciplinary action.

The following rules are intended to provide a general guide to the type of conduct which may be considered sufficient grounds for disciplinary action. The disciplinary action, ranging from a reprimand to immediate discharge, depends upon the circumstances of each case. Repeated violations of these rules may result in discharge even when separate offenses might be considered minor.

Conduct other than that listed below may also result in interfering with efficient operation or in harming other Team Members, thereby necessitating appropriate discipline. Thus, the following list is not intended to be all inclusive.

Team Members should understand that discipline is directed at the specific act, not the individual. Team Members who commit any of the following acts, which have been determined to be violations of acceptable work behavior, may be subject to disciplinary action. The nature of the disciplinary action in any given case will depend upon the seriousness of the offense, the circumstances surrounding it and/or the prior work record of the Team Member(s) involved:

- Use of profanity or abusive language toward Team Members, guests or other persons on Chick-fil-A Twelve Oaks' premises or while performing company work.
- o Outside employment or activities which interfere with regular working hours or productivity.
- o Failure to maintain good housekeeping and sanitation on company premises.
- Failing to properly report an injury or accident or falsely claiming injury.
- o Gambling on company premises, including lottery pools, sports pools, etc.
- Violation of or disregard of the rules and regulations stated in this manual or in other company policy.
- Failure to notify Chick-fil-A Twelve Oaks of your absences, vacations or other schedule variations which cause you to be away from work during your scheduled work hours, subject to legally protected exceptions.
- Failure to maintain satisfactory productivity and quality of work.
- o Excessive absenteeism or tardiness, subject to legally protected exceptions.
- Violation of company policies, including any policies relative to equal employment opportunities.

Team Members who commit any of the following acts, which have been determined to be serious violations of acceptable work behavior, may be subject to immediate termination on the first offense:

- Making or knowingly using a falsified document (e.g., time card, delivery receipt, etc.) or the filing of a fraudulent document or claim for benefits.
- o Insubordination.
- Using, possessing, passing, selling, working, or reporting to work under the influence of alcoholic beverages or any drug, narcotic or other controlled substance on Chick-fil-A Twelve Oaks premises at any time or while performing company work.
- Theft, misuse or unauthorized possession or removal of company, Team Member, vendor or guest property.

- o Possession of dangerous weapons or firearms on company premises.
- Fighting, violence, or threatening behavior.
- Making false and disparaging statements or spreading rumors which might harm the reputation of our Team Members or guests.
- Exceeding your assigned authority, including disclosing or providing access to unauthorized persons (whether Team Members or third parties) confidential information regarding Chick-fil-A Twelve Oaks or its business.
- Abuse, damage or deliberate destruction of Chick-fil-A Twelve Oaks' or a guest's property or the property of Chick-fil-A Twelve Oaks' Team Members or vendors.
- Disorderly conduct on Chick-fil-A Twelve Oaks' property, such as horseplay, threatening, insulting or abusing any Team Member, guest or vendor or fighting or attempting bodily injury of anyone at any time on Chick-fil-A Twelve Oaks' premises or while performing company work.
- Violation of Chick-fil-A Twelve Oaks' Equal Employment Opportunity or Non-Harassment Policies.

Please remember that employment with Chick-fil-A Twelve Oaks is at the mutual consent of Chick-fil-A Twelve Oaks and the Team Member, and either party may terminate that relationship at any time, with or without cause, and with or without advance notice. Nothing in this policy should be construed to limit Team Members' rights to discuss their wages, hours or working conditions, or otherwise engage in protected concerted activity under Section 7 of the National Labor Relations Act. Any question regarding these and other rules should be discussed with a Director or the Owner/Operator.

#### Workplace Violence Policy

Chick-fil-A Twelve Oaks has adopted a policy of zero tolerance for workplace violence. This is because Chick-fil-A Twelve Oaks recognizes that workplace violence is a problem that needs to be addressed by all Team Members and employers. Consistent with this policy, Chick-fil-A Twelve Oaks will not tolerate acts or threats of physical violence, including intimidation, harassment, and/or coercion which involve or affect Chick-fil-A Twelve Oaks' Team Members, guests, vendors, or which occur on company property.

#### Acts or Threats of Violence Defined

"Threats or acts of violence" include conduct against persons or property that is sufficiently severe, offensive, or intimidating so as to alter the employment conditions at Chick-fil-A Twelve Oaks or to create a hostile, abusive, or intimidating work environment for one or more of Chick-fil-A Twelve Oaks' Team Members.

#### Specific Examples of Prohibited Conduct

Specific examples of prohibited conduct that may be considered "threats or acts of violence" under this policy include, but are not limited to, the following:

- Hitting or shoving an individual.
- o Threatening to harm an individual or his or her family, friends, associates, or their property.
- The intentional destruction or threat of destruction of property owned, operated, or controlled by any Team Member, leader, cashier, vendor, or by Chick-fil-A Twelve Oaks.
- Harassing or threatening an individual by making telephone calls, or sending letters or other forms of written or electronic communications.
- Intimidating or attempting to coerce an individual to do wrongful acts.
- Harassing surveillance, also known as "stalking," or the willful, malicious, or repeated following of another person.
- Making a threat with intent to place the other person in reasonable fear of his or her safety.
- Making a suggestion or otherwise intimating that an act to injure persons or property is "appropriate," without regard to the location where such a suggestion or intimation occurs.
- Unauthorized possession or inappropriate use of firearms, weapons, or any other dangerous devices on Chick-fil-A Twelve Oaks' property.

#### **Prohibited Conduct**

Chick-fil-A Twelve Oaks' prohibition against threats and acts of violence applies to all persons involved in Chick-fil-A Twelve Oaks' operation, including but not limited to Team Members, leaders, cashier's, vendors, contract and temporary workers, and anyone else on Chick-fil-A Twelve Oaks' property. Violations of this policy by any individual on company property, by any individual acting as a representative of Chick-fil-A Twelve Oaks while not on company property, or by any individual acting off of company property when his or her actions affect the public interest or Chick-fil-A Twelve Oaks' business interests will be responded to with discipline and/or legal action, as appropriate. Violation by a Team Member of any provision of this policy may lead to disciplinary action, up to and including termination. This policy and any sanctions related thereto are to be deemed supplemental to applicable local, state, and federal laws.

#### **Conceal and Carry**

Chick-fil-A Twelve Oaks expressly prohibits the presence of guns and other firearms on its premises. This policy applies equally and is relevant to all employees, visitors, and guests of Chick-fil-A Twelve Oaks. If it is found that any employee, visitor, or guest of Chick-fil-A Twelve Oaks is carrying a gun or any other kind of firearm on Chick-fil-A Twelve Oaks' premises, they will be asked to leave immediately. Depending on the circumstance, law enforcement may or may not become involved.

#### **Team Member Obligations**

Each Team Member of Chick-fil-A Twelve Oaks and every person on Chick-fil-A Twelve Oaks' property is subject to this policy. In addition, any individual is encouraged to report incidents of threats or acts of physical violence of which he or she is aware. In cases where the reporting individual is a Team Member, the report should be made to the reporting individual's immediate supervisor, a management level Team Member (if the immediate supervisor is not available), or the Owner/Operator. Supervisory personnel shall promptly refer any such incident to appropriate management level personnel, who in turn shall take corrective action in consultation with the Owner/Operator. Concurrent with the initiation of any investigation leading to proposed disciplinary action, Chick-fil-A Twelve Oaks shall determine whether it will report the incident to local law enforcement agencies. Nothing in this policy alters any other reporting obligation established in Chick-fil-A Twelve Oaks' policies or in federal, state, or local law.

#### **Fitness-For-Duty Evaluation**

At the discretion of Chick-fil-A Twelve Oaks, any Team Member exhibiting warning signs, symptoms, and risk factors relative to workplace violence may be requested to submit to a medical evaluation to determine the Team Member's fitness for duty, as permitted by applicable law.

#### Cash and Coupon Accountability

Many Team Members will function as a cashier on a regular, periodic or temporary basis, depending on the needs of the Restaurant at any given time. The role of cashier is very important. Because you will be handling cash and coupons, it is very important that you understand what is expected of you in this aspect of your job.

Some of the key rules and guidelines that apply to cashier functions in our Restaurant are as follows:

- 1. At the beginning of your shift, you have the right to have your drawer counted to ensure that there is the agreed-to starting change in the drawer.
- 2. You have the right to ask that you are the only person to use your register while you are signed into a register.
- 3. Should it be necessary to obtain change during your shift, contact a team or shift leader, or the Operator, to make change. Cashiers should not make change with other cashiers.
- 4. Should it be necessary to skim your drawer, both the cashier and the leader skimming the drawer have the right to count the skim.
- 5. When you finish your shift, you have the right to have the drawer counted with a supervisor or leader on duty to ensure accuracy.
- 6. It is against our policy to undercharge a customer, ring up an unauthorized discount or pass food across the counter without payment. Any such incident may result in serious disciplinary action, including but not limited to immediate termination of employment, as well as possible prosecution.
- 7. Team Members should never store or place cash or coupons in their pockets or otherwise on their persons.

8. Coupons (including Be Our Guest / Digital Offer Cards) are to be treated like cash. Any improper distribution of coupons will result in disciplinary actions.

You are responsible for the cash and coupons that you process during your shift. It is necessary in our business that we take this Cash and Coupon Accountability Policy extremely seriously. Any action by a Team Member contrary to this policy will result in disciplinary action, up to and including termination of employment. Additionally, you should understand that Chick-fil-A Twelve Oaks may investigate all losses for possible prosecution.

#### Chick-Fil-A One App

Team Members are encouraged to ask customers whether they are enrolled in Chick-Fil-A One rewards program. Enrolled customers can scan their Chick-Fil-A One App to earn points with every purchase. Team Members are **not** allowed to scan their own Chick-Fil-A One app for points on behalf of a customer. If it is determined that a Team Member has engaged in this conduct, they will be issued discipline, up to and including termination.

#### Punctuality and Attendance

You will be advised of your work schedules, which are posted and sent through HotSchedules. It is your responsibility to know your schedule and to report ready for work on time.

Team Members are expected to be punctual and regular in attendance. Team Members are expected to report to work as scheduled, on time and prepared to start work at the beginning of their shifts and at the end of meal periods. Team Members also are expected to remain at work for their entire work schedule, except for meal periods or when required to leave on authorized company business. Late arrival, early departure or other absences from scheduled hours are disruptive and should be avoided.

Non-exempt Team Members are not permitted to work beyond their normal work schedule without the express approval of your supervisor.

#### **Absences and Tardiness**

Absence is defined as any time a Team Member is scheduled to work and does not report for work. This includes any day not at work during the normal workweek, or on a scheduled overtime day. This does not include approved time off such as company holidays, approved leave of absence, or jury duty, or other legally-protected absences.

Tardiness is defined as when a Team Member fails to work the regularly scheduled workday, unless otherwise directed by the supervisor. This includes arriving at work after starting time, returning late from meal or break periods, not being properly dressed and ready for work, or leaving work before the end of the workday.

Reporting Absenteeism or Tardiness. If you will be absent from or tardy for work for any reason, it is your responsibility to get your shift covered by another Team Member. If for some reason you are unable to, you, and only you, must call (not text) your supervisor at least six hours before the beginning of your scheduled shift to provide: (1) an explanation for the absence, and (2) a date/time

when you will report to work. Failure to provide this requisite notice will result in a no call/no-show disciplinary action against your employment status.

Excessive absenteeism or tardiness (whether paid or not) and/or failure to properly notify your supervisor may result in disciplinary action, up to and including suspension and or discharge of employment. Team Members will not be subject to discipline for legally protected absences or tardies.

Obviously, if you know of a required absence from work in advance, you must inform your supervisor as far in advance as possible, so that the supervisor can adjust the work schedule accordingly. Any request for a leave of absence/personal time off must be made the Monday prior to the week in which the day or days of time requested off occur. In certain instances – and at the discretion of the Owner/Operator – an absence is to exceed one day, you must provide your supervisor with an update at the beginning of each day of the absence, until a return to work date has been established.

If you must leave work early because of illness or other unavoidable reasons, you must personally notify your supervisor and obtain approval before departure, subject to legally-protected reasons.

If the Team Member fails to report for work without any notification to the Team Member's supervisor and the Team Member's absence continues for a period of two days, Chick-fil-A Twelve Oaks may consider that the Team Member has abandoned his or her employment and has voluntarily resigned, subject to legally-protected exceptions.

#### **Employment of Relatives and Personal Relationships**

It is the policy of Chick-fil-A Twelve Oaks to foster a positive Team Member relations environment for all Team Members. In keeping with this philosophy, we also recognize as an organization that personal relationships can and do occur among Team Members. To avoid the appearance of favoritism, to maintain objectivity and appropriate expectations regarding performance, and to avoid potential harassment and discrimination claims, this policy describes the Restaurant's expectations when a Team Member engages in a personal relationships with other Team Members.

"Supervisor" is defined as someone having the ability to hire, discipline, coach, assign work, terminate, and/or evaluate staff.

"Subordinate" is defined as any Team Member who reports to a leader or supervisor, whether directly or through one or more additional layers of management.

"Personal Relationship" is defined as a social relationship between Team Members who have or have had a relationship of a romantic or sexual nature, including a boyfriend, girlfriend, or significant other.

Off-duty conduct is generally regarded as private, as long as such conduct does not create problems within the workplace. However, public displays of affection are highly discouraged and may result in disciplinary action at the discretion of the Owner/Operator.

Special mention is made for relationships between Team Members and leadership: Individuals in supervisory positions or other influential roles are subject to more stringent requirements under this

policy due to their status as role models, their access to sensitive information, their ability to influence others and to affect working environments or conditions of employment. To that end, all supervisors, leaders, executives or anyone else in a sensitive or influential position are prohibited from engaging in a personal relationship (romantic, sexual, co-habitant, marriage) with direct subordinates, whether at work or on personal time.

Restrictions on personal relationships apply regardless of the sexual orientation the Team Members involved. Thus, this policy applies equally to opposite-sex and same-sex relationships.

This policy applies only to consensual personal relationships between Team Members. Unwanted sexual attention (including physical contact) and other sexual behavior with the purpose or effect of creating an offensive environment is strictly prohibited pursuant to our Policy against Sexual Harassment and Other Workplace Harassment.

#### Dress Code

Chick-fil-A Twelve Oaks has high standards concerning uniforms and personal appearance, as this is an important element of providing outstanding service to and instilling confidence in our customers. A professional uniform and overall appearance will communicate to customers that we care about customer service, quality, and cleanliness.

#### Uniforms

All uniforms items (including belts, outerwear, and caps) must be from Chick-fil-A Team Style collection. All garments should fit properly and be cleaned, and in good condition (i.e., no holes, fraying, stains, discoloring, etc.). All new Team Members will be issued (1) top (i.e. shirt or polo), one pair of pants, and a nametag. Team Members are responsible for purchasing their own black, slip-resistant shoes and **black** socks. Additional shirts may be purchased by Team Members at their own personal expense, subject to legally protected exceptions. Other items may be provided depending upon your position.

Proper (black or white) under garments must be worn by all Team Members.

Chick-fil-A name badges must be worn at all times, on outermost garment, on the Team Member's right chest. Other miscellaneous pins, buttons, stickers, and/or ribbons may not be worn on the uniform or affixed to nametag. If you report to work without your name badge you may be subject to discipline, up to and including a fee for replacing your name badge.

All shirts (except maternity tops) must be worn tucked in. Chef's coats are not to be tucked in.

Polo shirts must be worn with either all buttons fastened, or at most the top button unfastened.

T-shirts sleeve length should not extend below bottom edge of the team style shirt sleeve. Mock turtle necks from the team style collection, may only be worn under polo shirts, (woven, dash front, shirt or sweater vest).

Pants must fit properly, and must be hemmed to fold at mid-point of the heel, cuff and/or pegged pants are not acceptable.

Black belt must be worn and must be trimmed so that it does not hang below the belt line.

Shoes must be solid black and slip-resistant. You may request permission from the Owner/Operator to use a pair you already own. Closed heel and closed toe styles required, and different styles must be approved by the Owner/Operator.

Shoes must fit properly with laces tied, unless limited by temporary medical conditions, requiring temporary medical device, due to broken bones, surgeries, etc.

Team Members must wear black socks.

#### Jewelry

Jewelry (including medical alert jewelry) must be modest in size to help prevent the cross-contamination, and worn in good taste so as not to be distracting to guests, or fellow Team Members.

Any necklace worn should be tucked inside clothing, to avoid being a safety hazard.

Rings must be limited to a plain band without gemstones (such as a wedding band), and not on thumbs. When worn in food prep areas, rings must be covered with a food service glove to avoid contaminating food or catching on equipment.

Wrist watches, and or, medical alert bracelets, must be conservative in size, and appearance, they should not have gemstones, that could come loose. Other bracelets or wrist bands, (e.g., rubber or string, etc.) may not be worn. Wristwatches and/or medical alert bracelets must not be worn in food prep areas. Medical alert bracelets may be kept in pocket during food preparation. Never wear a wristwatch in food prep areas.

Earrings must be limited to plain stud earrings (no inset gemstones or dangling earrings, including hoops of any size).

Team Members may have no more than two earrings per ear and worn only in the earlobe.

Jewelry and pierced body parts exposed to guests, other than earlobe and nose are not acceptable.

Nose jewelry is limited to studs.

#### Grooming

Good personal hygiene is expected of Team Members when they report to work (e.g. clean shaven, bathed, and with appropriate application of body deodorant).

Hair and nails must comply with local health department requirements.

Hair must be clean and worn in good taste, so as not to be distracting to guests or fellow Team Members. Hair styles must be neat and professional in appearance.

Hair that falls around face must be tied back using a simple hair band or barrette without dangling parts.

Facial hair, other than a neatly trimmed mustaches, is unacceptable. Sideburns must be trimmed to be no longer than the bottom of the earlobe, and be consistent with the sides from top to bottom.

False eyelashes are unacceptable.

Makeup must be subdued and worn in good taste so as not to be distracting to guests and fellow Team Members.

Fingernails must not extend from fingertips when viewed from the open palm. Fingernail polish is only permitted in the Guest service areas; it must not be worn in the food prep areas. Acrylic nails and finger nail gems must not be worn.

Tattoos on any part of the neck and/or face are not acceptable.

Chick-fil-A Twelve Oaks will reasonably accommodate Team Members' religious dress and grooming practices and/or disabilities in terms of dress code, personal appearance, and grooming standards, unless the accommodation creates an undue hardship. Reasonable accommodations will be determined by using an interactive process. For questions regarding appropriate workplace attire and/or reasonable accommodations, please see a leader, the Director of Operations, or the Owner/Operator for details.

#### No Solicitation

Solicitation or distribution of literature by persons not employed by Chick-fil-A Twelve Oaks is prohibited at all times on company property. You may not solicit your co-workers or distribute literature for any purpose during working time. Working time includes the working time of the co-worker doing the soliciting or distributing and the co-worker to whom the soliciting or distributing is being directed, but does not include meal periods, scheduled breaks, times before or after a shift, sending of e-mail while not on duty, or other times when co-workers are properly not performing their job duties. Distribution of hard copy literature in work areas is prohibited at all times.

#### **Confidential Information**

All non-public information concerning intellectual property of any kind, and client/guest, agent, vendor, and/or distributor lists are to be regarded as confidential information. In addition, all information concerning Chick-fil-A Twelve Oaks' Team Members, including without limitation personal or private information, is confidential in nature. Documents or recordings containing such information are not to be taken from Chick-fil-A Twelve Oaks' premises and the information contained therein is not to be divulged to persons outside Chick-fil-A Twelve Oaks. Disclosure of confidential information will result in termination of employment and possible prosecution. However, for purposes of this policy, "confidential information" does not include wages, hours, benefits, or other terms and conditions of employment, or a Team Member's own personnel information. Further, this policy does not prohibit Team Members from discussing their own personnel information with one another or with a government agency.

#### **Confidentiality of Team Member Medical Information**

Team Members have a legally protected privacy interest in their confidential medical information. Chick-fil-A Twelve Oaks may, from time to time, receive medical information concerning Team Members, either in connection with medical certification for a leave of absence or accommodation request, or otherwise. Chick-fil-A Twelve Oaks has developed procedures to ensure the confidentiality of Team Member medical information and protect it from unauthorized use and disclosure. These procedures include instruction to Team Members, supervisors and agents that come in contact with Team Member medical information about the confidentiality of such information, and security systems restricting access to files containing medical information of Team Members.

Medical information of Company Team Members shall not be used or disclosed unless the person to whom the information pertains has signed an authorization for its use or disclosure, except that the medical information may be disclosed if: (1) it is used in the administration of Chick-fil-A Twelve Oaks' Team Member benefit plans, for workers' compensation purposes, or for determining the patient's eligibility for paid and unpaid leaves from work for medical reasons, (2) it is needed by a healthcare provider to diagnose or treat the Team Member and the Team Member is unable to authorize the disclosure, (3) the Team Member has placed the information in issue in a lawsuit, arbitration, grievance or other proceeding between Chick-fil-A Twelve Oaks and the Team Member, or (4) Chick-fil-A Twelve Oaks is required to disclose it by law.

Any supervisor who receives medical information of any kind about a Team Member, including information obtained in connection with a Team Member's absence from work or request for a leave of absence, must disclose such information immediately to the Owner/Operator or Director of Operations. In order to assure confidentiality, the information should be communicated to the Owner/Operator or Director of Operations in a face-to-face communication, by telephone from a secure, private location, or in a writing placed in a sealed envelope delivered directly to the Owner/Operator or Director of Operations. Confidential medical information should not be transmitted by e-mail.

#### **Progressive Discipline**

When a Team Member's work performance or behavior falls below company standards, Chick-fil-A Twelve Oaks may take corrective action to address the issue as it deems appropriate under the circumstances. Where progressive discipline is appropriate, the following types of disciplinary action may be taken (depending upon the circumstances), and generally may be taken in this order as appropriate:

- 1. Verbal warning(s)
- 2. Written warning(s)
- 3. Suspension without pay
- 4. Termination

Team Members who accrue three written warnings within a 90 day period are subject to termination. Disciplinary actions will be approached on a case-by-case basis, taking into account all the relevant facts and factors of the situation. Therefore, Chick-fil-A Twelve Oaks retains the right to skip and/or combine any of these steps of progressive discipline if circumstances necessitate. We also reserve the right to discipline Team Members at any time for inappropriate conduct or behavior, whether or not such conduct is referenced or mentioned in this Handbook.

Nothing in this policy constitutes a contract of employment based on any specified conditions, implied or otherwise, and in no way alters Chick-fil-A Twelve Oaks' policy of at-will employment.

#### Changes to Personal Information

Current personnel information is required by law and necessary for the administration of benefit plans and other employment purposes. Therefore, it is essential that our personnel records are current and accurate. It is your responsibility to notify the Owner/Operator immediately concerning any changes in your name, address, telephone number, marital status, relationship with and total number of dependents, person to notify in case of emergency, physical or other limitations, and insurance coverage or beneficiary.

#### Performance Reviews

Chick-fil-A Twelve Oaks will strive to formally evaluate work performance at least once every quarter. However, the frequency of performance evaluations will ultimately vary depending upon your length of service, job position, past performance, changes in job duties or recurring performance problems. Chick-fil-A Twelve Oaks will also strive to provide you with on-the-job feedback and counseling regarding your performance.

Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude and your attitude toward others. The performance evaluation should help you become aware of your progress and areas for improvement. After your review you will be required to sign the evaluation report to acknowledge that it has been presented to you and discussed with you by your supervisor, and that you are aware of its contents.

You should note that a good performance evaluation does not guarantee a pay raise, because pay increases may not occur every year, nor is a good performance evaluation or a pay raise (or any other compensation or incentive) a promise of continued employment.

Your employment at Chick-fil-A Twelve Oaks is expressly at the will of you and Chick-fil-A at Chicago Twelve Oaks. Either you or Chick-fil-A Twelve Oaks may terminate the employment relationship with or without cause and with or without notice at any time. Nothing in this policy alters at-will employment.

#### Social Security Number Privacy Policy

Chick-fil-A Twelve Oaks takes privacy seriously. To the extent possible, Chick-fil-A Twelve Oaks intends to ensure the confidentiality of Team Members Social Security Numbers. Chick-fil-A Twelve Oaks strictly prohibits the unlawful disclosure of the Social Security Numbers of its employees.

Access to information or documents that contain the Social Security Numbers of Team Members is limited to those who have a right/need to know. Generally, those who have a right/need to know include employees in Talent Management and Finance, although there may be individual circumstances where other individuals or departments have a right/need to know.

Prior to the disposal of any document, employees must first inspect it to determine whether it contains the Social Security Number(s) of any employees. If any document intended for disposal is found to contain the Social Security Numbers of any employees, you must forward that document to Talent Management which will be in charge of its proper disposal. Chick-fil-A Twelve Oaks has determined that shredding is the only currently acceptable method of disposing of documents containing Social Security Numbers of employees.

Any Team Member that violates this policy may be subject to discipline, up to and including immediate discharge.

## **Technology Utilization**

#### Social Media Policy

At Chick-fil-A Twelve Oaks, we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

The same company principles and guidelines that apply to your off-line activities apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow associates or otherwise adversely affects guests, vendors or suppliers may result in disciplinary action up to and including termination.

#### **Express Only Your Personal Opinions**

Never represent yourself as a spokesperson for Chick-fil-A Twelve Oaks. If Chick-fil-A Twelve Oaks is a subject of the content you are creating, be clear and open about the fact that you are a Team Member and make it clear that your views do not represent those of Chick-fil-A Twelve Oaks, fellow associates, members, clients, suppliers or people working on behalf of Chick-fil-A Twelve Oaks. If you do publish a blog or post online related to the work you do or subjects associated with Chick-fil-A Twelve Oaks, make it clear that you are not speaking on behalf of Chick-fil-A Twelve Oaks. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of Chick-fil-A Twelve Oaks."

Nothing in this policy should be construed to limit Team Members' rights to discuss their wages, hours or working conditions, or otherwise engage in protected concerted activities under Section 7 of the National Labor Relations Act.

#### **Retaliation is Prohibited**

Chick-fil-A Twelve Oaks prohibits taking negative action against any Team Member for reporting a possible violation of this policy or for cooperating in an investigation. Any Team Member who retaliates against another Team Member for reporting a possible violation of this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

#### Team Member Telephone Calls

Telephone calls made during working hours should pertain to company business only. Personal calls are discouraged during working time, except in the case of extreme emergencies. Generally, Team Members should wait to make personal calls until they are on a break or off-duty.

#### Cell Phone and Other Personal Electronic Devices

Unless otherwise authorized by the Owner/Operator, cell phones and other personal electronic devices may not be used or worn while you are working. If you choose to bring a personal cell phone or similar device to work, it must be turned off or to "silent" mode so as not to be disruptive to the workplace. Only Directors and certain Team Leaders will be allowed to have their cell phones on their person during a shift. Please inform friends and family that if they call your cell phone or text you while you are working that you are only able to respond during your break periods or that they should call the Restaurant directly in case of an emergency. Cell phone calls and texting during break periods are only permitted in designated break areas.

Chick-fil-A Twelve Oaks prohibits Team Members from using any personal electronic device while driving during work unless the device permits hands-free listening, talking or texting, and is so used while driving. Violation of this policy may lead to disciplinary action up to and including termination of employment. Further, Team Members are advised that any vehicle citations they may receive for violating any driving laws, including cell phone/personal electronic device usage laws, are the Team Members' responsibility. Chick-fil-A Twelve Oaks will not pay for any such tickets or citations. It is each Team Member's responsibility to operate their vehicle in a safe and legal manner.

## Team Member Health and Welfare

#### Food Safety, Sanitation and Washing Hands

You are required to wash your hands with soap and hot water at the hand washing sink:

- Before you start work
- After using the restroom (once in the restroom and once up front before returning to your position)
- o Before handling any unpackaged food products,
- After touching or taking out the trash,
- o After breaks,
- o After touching any part of your body, such as your nose, mouth or hair,
- o After smoking,
- o After eating or drinking,
- Any time after changing activities or removing gloves.

Hand wash sinks must always be stocked, clean, and unobstructed. Failure to do so is a critical health violation. Team Members must report to the manager on duty any onset of the following symptoms, while either at work or outside of Work, Including the Date of Onset:

- o Diarrhea,
- o Vomiting,
- o Jaundice,
- Sore throat with fever,
- Infected cuts or wounds, or lesions containing pus on the hand, wrist, an exposed body part, or other body part and the cuts, wounds, or lesions are not properly covered (such as boils and infected wounds, however small).

Team Members with these symptoms will be excluded from work until symptoms are no longer present for at least 24 hours.

#### Time and Temperature

The greatest threat to food safety comes from the growth of bacteria in food. High levels of bacteria and bacteria waste (toxins) in food may cause food poisoning. Bacteria cannot grow at temperatures below 45 degrees or above 140 degrees. Therefore, when handling perishable food products (such as raw chicken, milk wash, coater, produce, salads, lemonade, soup and even chicken stored under the heat lamp) Team Members must keep these items below 40 degrees Fahrenheit or keep them above 140 degrees Fahrenheit. Food left in the danger zone between 40 degrees and 140 degrees for more than four hours total must be thrown away. Even though cooking foods will kill most harmful bacteria, it does not remove the harmful bacteria toxins that will build up in foods allowed to remain in the danger zone for more than 4 hours. Any Team Member who violates the time and temperature rule may be subject to discipline.

## Team Member Safety

Every Team Member is responsible for his/her safety, as well as for others in the workplace. To achieve our goal of maintaining a safe workplace, everyone must be safety conscious at all times.

Your safety is extremely important to us. Good housekeeping is a natural part of safety. Keep your eye out for and pick up all trash and debris and any other foreign objects regardless of where they are located. If you notice an unsafe condition that you cannot correct yourself, report it immediately to your supervisor. In the event of injuries to Team Members, notify your supervisor at once.

If a Team Member becomes injured, do not attempt to move him/her or administer first aid unless you are qualified. Notify your supervisor or a leader immediately. Also, do not discuss the accident with other Team Members, and do not make any statements about the accident to third parties at the accident scene. Management personnel will handle the accident report.

It is a violation of Company policy to fail to report any work-related injury or illness to management. Team Members are required to immediately report any work-related injury or illness to management, or any suspected work related injury or illness to management as soon as the Team Member becomes aware of the injury or illness. Reporting work-related injuries and illnesses is critical to the wellbeing of Company Team Members, and enables Chick-fil-A Twelve Oaks to ensure appropriate medical care and treatment are provided to injured or ill Team Members and to investigate and correct potential hazards in the workplace. Team Members are subject to discipline for violations of these safety rules. Please note that it is a violation of Company policy for any Team Member who reports an injury or illness to be retaliated against because the Team Member has reported a work-related injury or illness.

## Workers' Compensation

Chick-fil-A Twelve Oaks is concerned about the safety and wellbeing of its Team Members. Chick-fil-A Twelve Oaks provides a comprehensive workers' compensation insurance program in accordance with state law, which covers work-related injuries or illnesses. Chick-fil-A Twelve Oaks pays the entire cost of all Worker's Compensation Insurance. Team Members who sustain any work injuries or illnesses must inform their supervisor and the Owner/Operator immediately. It is extremely important that any injury or illness occurring during or arising out of a Team Member's employment with Chick-fil-A Twelve Oaks be reported as soon as reasonably possible after the Team Member becomes aware of the injury or illness, regardless of how minor it may appear. Failure to timely report any accident, illness or injury may affect a Team Member's eligibility for any workers' compensation benefits to which he or she may be entitled. Team Members who file fraudulent claims will be subject to termination.

# **Parking**

In order to provide our guests with easy access to the Restaurant, we will have an area designated by the Owner/Operator for Team Member parking. Team Members should park toward the back of the parking lot on the "Rand Road" side. An exception to this policy is during opening/closing hours. During those times cars may be parked near the entrance for safety.

## Vehicle Requirements

Team Members who drive their own vehicle for business reasons (e.g., deposit or change fund withdrawals at bank, store-to-store transfer, catering, etc.) must be at least 18 years old, have liability insurance, and a valid driver's license. No one may drive a vehicle for business while impaired through sickness, drugs, alcohol, etc.

All vehicles driven for Restaurant business will be operated within all the state laws. When driving, follow the listed guidelines to insure safety: seat belts shall be utilized by all occupants at all times; obey the speed limit; drive defensively at all times; if conditions are unsafe – stop driving; and no vehicle shall be driven which has an obvious mechanical problem affecting the performance and/or safety of the vehicle or its occupants.

## Driving Business Vehicle For Business Needs

- Drivers under 18 are not authorized to operate business vehicles
- All drivers have a valid driver's license with them when they make deliveries. It is the responsibility of the team member to notify Owner/Operator and leadership if there are changes to the status of his/her driver's license.
- All drivers and passengers must wear seat belts at all times.

- Use of cell phones is prohibited while vehicle is in motion (except in the event of an emergency).
- Never exceed posted speed limits, and reduce speed for hazardous conditions (weather, construction, etc.).
- Turn headlights on to improve visibility of your vehicles to others.
- Maintain safe following distances: don't tailgate and do allow enough space for reaction and braking time.
- Never rush; take time to travel to your destination safely. Time is seldom made up in driving faster.
- All drivers must carry personal auto liability coverage and a copy should be provided to Owner/Operator for team member personnel files

### Smoke-Free Workplace

Tobacco use, as well as the use of nicotine and vapor delivery systems, such as e-cigarettes in the workplace, including inside all enclosed buildings and in company vehicles is prohibited.

Team Members wishing to smoke must do so outside company facilities, at least 100 feet away from all entrances and windows that open and smoking must occur during scheduled work breaks. Team Members who violate this policy will be subject to disciplinary action up to and including discharge. Smoking means inhaling, exhaling, burning, carrying or possessing any lighted tobacco product, including cigarettes, cigars, pipe tobacco, and any other lit tobacco products.

Tobacco use means the personal use of any tobacco product, whether intended to be lit or not, which shall include smoking, as defined above. It also includes the use of smokeless tobacco, including snuff, chewing tobacco, smokeless pouches, any other form of loose-leaf, smokeless tobacco, and the use of unlit cigarettes, cigars and pipe tobacco.

Team Members who observe other individuals smoking in the workplace have a right to object and should report the violation to their supervisor or another member of management. No Team Member will be disciplined or retaliated against for reporting smoking that violates state law or company policy.

Team Members who wish to smoke during their break may not wear any Chick-fil-A uniform or related logos while smoking. Failure to abide by this rule may result in discipline, up to termination.

### Drug and Alcohol Policy

Chick-fil-A Twelve Oaks is committed to providing a drug-free workplace. It is the policy of Chick-fil-A Twelve Oaks that illegal drugs (as defined by applicable law) and controlled substances are not permitted on the premises of Chick-fil-A Twelve Oaks for any reasons. This guideline does not apply to any Team Member using prescription medication on the orders of a physician.

Any Team Member found selling, buying, possessing, passing, using, or under the influence of illegal drugs or controlled substances on Chick-fil-A Twelve Oaks' premises will be suspended, and breach of this policy may result in termination. Likewise, any Team Member under the influence of illegal drugs, alcohol, or controlled substances while reporting for or at work may be deemed in violation of this policy.

The improper use of legal drugs or illegal and illicitly-used substances (hereinafter referred to as "drugs") is a significant problem to businesses, Team Members, and society in general. Their sale, use, and abuse when connected to the work environment threaten the safety, morale, and public image of both Chick-fil-A Twelve Oaks and its Team Members. Such conduct also adversely affects Team Member health and job performance. All Team Members and applicants are hereby put on notice that it is strictly forbidden at Chick-fil-A Twelve Oaks, as well as being unlawful, for any person to manufacture, distribute, dispense, possess, be under the influence of, or use any drugs in the workplace. Chick-fil-A Twelve Oaks will not tolerate criminal behavior on the part of any of its Team Members. Chick-fil-A Twelve Oaks adheres to the following policy regarding drugs:

- Use or possession of drugs on company premises or working under the influence of drugs is strictly forbidden. Violation of this policy is cause for immediate disciplinary action, up to and including termination, as well as possible referral to appropriate law enforcement agencies.
- A Team Member who is found to be a seller or is involved in the sale or solicitation of drugs will be discharged from employment of Chick-fil-A Twelve Oaks immediately.
- The unauthorized use or possession of alcoholic beverages on company premises or during working hours, including meal periods, is prohibited. Reporting to work or performing one's job assignments under the influence of alcohol or drugs is cause for disciplinary action, up to and including dismissal. Prior written approval by management of Chick-fil-A Twelve Oaks is required before any company-sponsored activity may include the serving or consumption of beverages containing alcohol.
- Use, possession, or sale of drugs off company premises is illegal and may be cause for or result in disciplinary action, including termination, if such off-duty conduct adversely affects performance, safety, or Chick-fil-A Twelve Oaks' reputation.
- The authorized use and possession of prescription drugs is not forbidden by Chick-fil-A Twelve Oaks. The abuse of prescription drugs is forbidden, and is cause for immediate disciplinary action, up to and including termination.

The terms "company premises" and "workplace" in this policy are used in their broadest sense, and include all company property including, but not limited to parking lots, desks, or work areas of Team Members.

Team Members have the responsibility to consult with their doctors or other licensed health care professionals about the effect of prescribed medications on their ability to perform their specific job duties in a safe manner, and to promptly disclose any work restrictions to the Owner/Operator or to the Director of Operations. Team Members should not, however, disclose underlying medical conditions, impairments or disabilities to the Owner/Operator or to the Director of Operations unless specifically directed to do so by their doctors or other licensed health care professionals.

While Chick-fil-A Twelve Oaks has no intention of intruding into the private lives of its Team Members, Chick-fil-A Twelve Oaks requires all Team Members to report to work in a condition to perform their duties safely and at full efficiency. A Team Member who is on the job under the influence of drugs or alcohol is in violation of this policy. Where there is cause to believe that a Team Member is under the influence of drugs or alcohol, the Team Member will be relieved of their

job responsibilities immediately. Cause to believe a Team Member may be under the influence will be determined on a case by case basis, and includes but is not limited to an assessment of a Team Member's behavior, coordination, physical or mental ability or fitness, or involvement in a work related accident.

Each Team Member is responsible for reporting to management any incidents or cases where suspected violations of this policy occur. Management personnel receiving such reports are accountable for taking or recommending disciplinary action, if appropriate, and/or referral for rehabilitative services as well as possible notification of law enforcement agencies.

By enactment of this policy, Chick-fil-A Twelve Oaks does not intend to create any contract with any Team Member or applicant for employment. This policy is subject to modification, interpretation, and revision upon the prerogative of Chick-fil-A Twelve Oaks, and with or without notice to Team Members or applicants.

If any Team Member who otherwise complies with this policy requests help in overcoming an alcohol or drug problem, Chick-fil-A Twelve Oaks will try to help by referring the person to what it considers the best programs available, and by explaining what is available under Chick-fil-A Twelve Oaks' medical insurance. Team Members will not be disciplined by Chick-fil-A Twelve Oaks because they request assistance. Team Members may not, however, escape discipline by requesting assistance after they violate Chick-fil-A Twelve Oaks' policies. In addition, Team Members who request assistance will not be excused from complying with Chick-fil-A Twelve Oaks' policies, including its standards for Team Member performance and conduct.

#### Consequences

Team Members who violate this policy will be subject to appropriate disciplinary action, up to and including termination of employment. If participating in a voluntary treatment program, a Team Member's return to work, reinstatement and/or continued employment may be conditioned on the Team Member's successful participation in and/or completion of any and all evaluations, counseling, treatment, and rehabilitation programs, passing of return-to-duty and follow-up drug and alcohol tests, and/or other appropriate conditions as determined by Chick-fil-A Twelve Oaks.

### **Drug** Testing

Chick-fil-A Twelve Oaks reserves the right to conduct reasonable suspicion and other drug and alcohol tests in accordance with the requirements of applicable law.

### **Inspection**

Chick-fil-A Twelve Oaks provides its Team Members with the use of various property and facilities which are necessary in the performance of their work. Chick-fil-A Twelve Oaks, at all times, retains full title and control, including the right of inspection, over such property or facilities. Chick-fil-A Twelve Oaks wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials. To this end, Chick-fil-A Twelve Oaks prohibits the possession, transfer, sale, or use of such materials on its premises and it requires the cooperation of all Team Members in administering this policy.

To facilitate enforcement of this policy, Chick-fil-A Twelve Oaks reserves the right to conduct inspections, at Management's discretion, of: (1) the contents of all packages, bundles, boxes, tote bags, knapsacks, purses, suitcases, briefcases, lunch pails, tool boxes, or other containers taken into or out of Company premises; (2) all offices, desks, lockers, and work stations; and (3) all motor vehicles on Company premises. Whenever practicable, Chick-fil-A Twelve Oaks will conduct the inspection in the presence of the Team Member working in the particular location involved. However, in emergencies or other appropriate circumstances, Chick-fil-A Twelve Oaks reserves the right to conduct an inspection without the presence of the Team Member involved. A refusal to permit an inspection requested by Management may result in immediate termination. Because an inspection might result in the discovery of a Team Member's personal possessions, all Team Members are encouraged to avoid bringing into the workplace any personal property that they do not wish to reveal to Chick-fil-A Twelve Oaks. In addition, for security reasons, Team Members should not leave personal belongings of value in the workplace.

Team Members should not have any expectation of privacy with respect to any aspect of the Restaurant premises. Additionally, Team Members should not have any expectation of privacy with respect to any property brought onto or received at the Restaurant's premises.

Examples of situations where searches might be conducted include for example, but are not limited to, situations in which management reasonably believes that a search may be necessary or helpful in preventing or identifying incidents of theft, or to prevent Team Members from bringing prohibited items (such as weapons or illegal drugs) to work.

Team Members should not have any expectation of privacy where Chick-fil-A Twelve Oaks or customer property is concerned. Any property not owned by the Team Member may be searched at any time with or without the Team Member's consent. Team Members will be held accountable for any illegal or prohibited items found in areas designated to them or areas that are considered to be within their primary control.

# Benefits

# **College Scholarships**

Chick-fil-A, Inc., under the Leadership Scholarship Program, offers \$2,500 scholarships to qualified Restaurant Team Members who complete their high school education and are accepted into college; are active in their schools and communities; and demonstrate a solid work ethic, strong leadership abilities, good teamwork skills, and a desire to succeed. The True Inspiration Scholarship \$25,000 scholarship will also be available to qualified Team Members. More than \$46 million in scholarships has been awarded since 1973 by Chick-fil-A, Inc. See the scholarship brochure or contact the Owner/Operator for more information. Chick-fil-A Twelve Oaks does not administer the scholarship program, and it is not responsible for their terms, conditions, or availability.

# Holidays

Below is a list of holidays Chick-fil-A Twelve Oaks normally observes and, therefore, is closed or keeps limited hours. We reserve the right to modify this list.

New Year's Day - limited hours

Independence Day - limited hours Labor Day - limited hours Memorial Day - limited hours Thanksgiving - closed Christmas Eve - limited hours Christmas Day - closed New Years' Eve - limited hours

Chick-fil-A Twelve Oaks will attempt to accommodate the religious and cultural observances and practices of its Team Members. Requests for time off for religious and cultural observances, except as provided on Chick-fil-A Twelve Oaks' holiday schedule, will be treated on an individual basis, and accommodation will be afforded so long as such can be accomplished without undue hardship to business operations. Examples of reasonable accommodations include the use of voluntary substitutes and swaps, flexible scheduling, or temporary changes in job assignments. Team Members are required to notify their supervisors in writing of any requested days off for religious observations at least thirty days prior to the requested absence. This policy will be administered consistent with federal, state, and/or applicable local laws and regulations.

### Paid Time Off

If you are offered Paid Time Off (PTO), you are responsible for managing your PTO account. It is important that you plan ahead for how you will use it. This means developing a plan for taking your vacations, as well as personal business. It also means holding some time in "reserve" for the unexpected, such as emergencies. You are required to provide your supervisor with reasonable advance notice and must obtain approval prior to using PTO. Typically, this is 2 weeks or more if you are using partial to 1 day of PTO. If you are scheduling more than 2 days of PTO please schedule at least 30 days in advance. There may be occasions, such as a family emergency, when you cannot notify your supervisor in advance. In those situations, you must inform your supervisor of your circumstances as soon as possible. It is also your responsibility to ensure the you have found a replacement to cover your shift during your time out and that this has been approved by your Supervisor. PTO may not be carried over to the following calendar year. In addition you will not be paid out on any unused PTO, whether due to leftover balance or by resigning and/or termination. This encourages you to use your PTO and allows the company to manage its financial obligations responsibly. The minimum amount of PTO that can be used at one time is 5 hours.

Please note, requests for Time Off will not be honored to Team Members scheduled to work (1) Thanksgiving weekend and (2) between December 15 through January 2.

# Time Away from Work

# Jury Duty Leave

Chick-fil-A Twelve Oaks allows team members to take leave to serve jury duty in accordance with state law. Team members summoned for jury duty should notify the Owner/Operator or Director as soon as they receive a jury summons, and make arrangements with the Owner/Operator or Director concerning their schedule. When team members serve jury duty, they generally are expected to return to work if excused from jury duty during their regular work hours, unless state law provides otherwise.

## Family and Medical Leave

It is the Chick-fil-A Twelve Oaks' policy to comply with the federal Family and Medical Leave Act ("FMLA"). In states with laws providing family and medical leave, the Employer will provide employees with the benefits of whichever law provides greater benefits in a given situation. However, when leave qualifies under both statutes, the leave counts against the employee's entitlement under both laws. For more information about the FMLA and/or this policy, please contact Human Resources.

## Eligibility

In order to be eligible for a family and/or medical leave of absence under the FMLA, an employee must have (1) been employed by the Employer for at least 12 months, (2) worked at least 1,250 hours during the 12 months prior to the beginning of the leave; and (3) be employed at a work site where there are 50 or more employees within a 75 mile radius.

### Federal FMLA Leave Entitlement

Eligible employees are entitled to family and/or medical leave for up to a maximum of 12 work weeks in a rolling 12 month period (measured backwards from the date the employee uses/will use the leave to see if any family and/or medical leave has been used during the prior 12 months)<sup>1</sup> for reasons 1 through 5 below. Available leave will be calculated forward from the date the employee's family or medical leave first begins.

- 1. <u>Birth of a Child.</u> The birth of the employee's child and in order to take care of such child;
- 2. <u>Placement of a Child.</u> The placement of a child with the employee through adoption or foster care;
- 3. <u>Family Medical.</u> To care for the employee's parent, child, or spouse with a serious health condition;

<sup>&</sup>lt;sup>1</sup> The method of calculating the leave period should be specified. The rolling backward method is just one type that an employer can elect. The others are: calendar year; any fixed 12-month period (such as a fiscal year or a year starting on an employee's anniversary date); or the 12-month period measured forward from the date the employee's first leave begins.

- 4. <u>Employee Medical.</u> Because of the employee's own serious health condition which renders the employee unable to perform the functions of his or her position;
- 5. <u>Qualifying Exigency.</u> Because of any qualifying exigency arising out of the fact that the employee's parent, child, or spouse who is a current member of any regular or reserve component of the Armed Forces is serving on covered active military duty or a current member of any reserve component of the Armed Forces has been notified of any impending federal call or order to covered active duty in the Armed Forces or in support of a covered contingency operation. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

<u>Covered Servicemember Leave</u>. In addition, an eligible employee is entitled to take a maximum of twenty-six (26) workweeks of leave during a single 12 month period to care for the employee's spouse, child, parent, or next of kin (as defined by the FMLA) who is (a) a member of the Armed Forces (including the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is in outpatient status, or is on the temporary disability retired list for a serious injury or illness incurred or aggravated during covered active duty; or (b) a veteran of the Armed Forces (including the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy for a qualifying serious injury or illness (as defined by the Secretary of Labor) incurred or aggravated during covered active duty and who was a member of the Armed Forces (including the National Guard or Reserves) during the period of 5 years preceding the date on which the veteran undergoes the medical treatment, recuperation, or therapy. The "single 12 month period" begins on the first day the employee takes FMLA leave to care for a covered servicemember and ends 12 months after that date. (Note: an eligible employee will be entitled to a combined total of 26 workweeks of leave for any federal FMLA-qualifying reason during the single 12 month period, but the employee will not be entitled to more than 12 weeks of leave for one or more of the reasons identified in (1) through (5) above.)

#### Leave Rules

- 1. Leave taken for the birth of a child or placement for adoption or foster care must be completed within the 12 month period beginning on the date of birth or placement.
- 2. Spouses employed by the Employer who request leave for the birth of a child, placement of a child, to care for a parent with a serious health condition, or to care for a covered servicemember may be subject to limits on the aggregate amount of leave they may take.
- 3. FMLA leave may not be used to gain employment or work elsewhere, including self-employment. An employee who intends to continue to work at a second job that the employee already had before the leave commenced must have the written permission of the owner/operator.
- 4. Employees who misrepresent facts in requesting, supporting, or providing information related to the use of FMLA leave will be subject to disciplinary action, up to and including unpaid suspension or termination.

#### **Medical and Other Benefits**

During the leave, the Employer will maintain the employee's group health benefits, as applicable, on the same conditions as if the employee had continued working. If paid leave is used during FMLA leave, the Employer will deduct any premium normally paid by the employee as a regular payroll deduction. If the leave is unpaid, the employee must make arrangements with Human Resources to pay his or her portion of the premium. If the Employer pays the employee's share of insurance premiums that were missed while on leave, it may require the employee to reimburse it for such payments. If the employee's share of premiums are not paid, or the payment is more than 30 days late, group health coverage may be terminated (but the employee will be notified at least 15 days before the coverage lapses). If an employee fails to return to work after unpaid FMLA leave, the Employer may also seek reimbursement from the employee for its share of the premiums paid on behalf of that employee under certain circumstances.

An employee is not entitled to seniority or benefit accruals, such as Paid Time Off time, during periods of unpaid leave. Retirement contributions will only be made if the employee is compensated for Paid Time Off during the leave.

#### Leave is Unpaid

Family and Medical leave is unpaid leave. However, any accrued Paid Time Off ("PTO") must be used with otherwise unpaid FMLA leave. In addition, paid time under any short-term and/or long-term disability policies and any leave for workers' compensation will apply as part of the 12-week leave period for an Employee Medical leave. Using paid leave does not extend the total amount of FMLA leave to which an employee is entitled.

#### Notice of Leave

If the employee's need for leave is foreseeable, the employee must give the Owner/Operator and Director(s) at least 30 days prior written notice or as much notice as is practicable. Where the need for leave is not foreseeable, the employee is expected to notify the Owner/Operator and Director(s) as soon as practicable when requesting leave under the FMLA. Failure to provide such notice may be grounds for delay or denial of leave and may result in adverse employment actions. In addition, employees must comply with usual call-in procedures. Absent unusual circumstances, employees must follow these procedures and use these forms when requesting FMLA leave. **Requests for FMLA leave must be provided to the Owner/Operator and Director(s)**.

#### Medical Certification/Second and Third Opinions for Employee Medical and Family Medical Leave

The employee will be required to provide a certification from the appropriate health care provider for Employee Medical leave or Family Medical leave. Completed certification forms must be provided within 15 days after the employee is requested to provide the certification. Failure to provide requested medical certification in a timely manner may result in delay or denial of leave or other adverse consequences. The Employer, at its discretion and expense, may require an examination by a second health care provider designated by the Employer, if it reasonably doubts the medical certification initially provided by the employee. If the second health care provider's opinion conflicts with the original medical certification, the employee may obtain or the Employer may require, at the Employer's expense, a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. The Employer may ask for authentication and/or clarification of any medical certification submitted. The Employer may also require re-certification periodically during the leave, and employees will be required to present a fitness-for-duty verification upon their return to work following a leave for the employee's own illness. All forms must be filled out completely and legibly.

#### Certification for Qualifying Exigency and Covered Servicemember Leaves

If the employee is requesting leave for a Qualifying Exigency or to care for a Covered Servicemember, certification forms are also required. These certification forms must be provided to Owner/Operator or Director(s) within 15 calendar days after they are requested unless it is not practicable for the employee to do so despite the employee's diligent good faith efforts.

#### **Reporting While on Leave**

If an employee takes leave because of his or her own serious health condition or to care for a family member, the employee may be required to contact his or her supervisor on a regular basis regarding the status of the condition and the employee's intention to return to work. For leaves for other purposes, the employee may be periodically required to report on his or her status and intent to return to work.

#### Intermittent and Reduced Schedule Leave

Employee Medical, Family Medical, and Covered Servicemember leave may be taken intermittently (in separate blocks of time due to a single covered health condition) or on a reduced work schedule (reducing the usual number of hours worked per work week or work day) if medically necessary. Qualifying Exigency leave may also be taken intermittently or on a reduced work schedule basis. If leave is unpaid, the Employer will reduce the employee's salary based on the amount of time actually worked. In addition, while the employee is on an intermittent or reduced schedule leave for planned medical treatment, the Employer may temporarily transfer the employee to an available alternative position which better accommodates the employee's recurring leave and which has equivalent pay and benefits. If an employee is certified to take FMLA leave on an intermittent or reduced leave schedule basis, the employee must advise Human Resources at the time of his or her absence from work if the absence is for the employee's certified FMLA reason.

#### **Returning from Leave**

An employee taking leave under this policy is generally entitled to return to his or her same position or to an equivalent position with equal benefits, pay and other terms and conditions of employment, subject to any applicable exceptions. In addition, employees have no greater rights to reinstatement or to other benefits and conditions of employment than if they had not taken FMLA leave. If an employee takes Employee Medical leave, the employee will be required to provide a fitness for duty certification that the employee is fit to resume work and able to perform the essential job functions. Employees failing to provide a fitness for duty certification will not be permitted to resume work until it is provided.

#### **Applicable Laws**

As with all of the Employer's policies, nothing in this policy will be applied or interpreted in a manner inconsistent with applicable law.

## Unpaid Leaves of Absence/Personal Days

Chick-fil-A Twelve Oaks recognizes and understands that personal circumstances may necessitate that Team Members take a short-term unpaid leave of absence. Chick-fil-A Twelve Oaks may grant an unpaid leave of absence for good and substantial reason as approved by the Owner/Operator. If Team Members desire an unpaid leave of absence, they should request such leave as far in advance as possible.

The Owner/Operator shall have the sole discretion to grant or extend an unpaid leave of absence. Team Members are not eligible for benefits during an unpaid leave under this policy, unless required under applicable law.

## Family Military Leave

A Team Member who has a spouse or is a parent of an individual who has been called to active military service lasting longer than 30 days with the State or United States pursuant to the orders of the Governor or the President of the United States may be eligible for up to 15 days of unpaid family military leave during the time federal or State deployment orders for the Team Member's spouse or parent are in effect.

To be eligible for family military leave, a Team Member must have been employed by Chick-fil-A Twelve Oaks for at least 12 months and must have been worked for at least 1,250 hours of service during the 12 month period immediately preceding the commencement of leave.

A Team Member must give Chick-fil-A Twelve Oaks at least 14 days- notice of the intended date upon which the family military leave will commence if leave will consist of 5 or more consecutive work days. If possible, a Team Member shall consult with Chick-fil-A Twelve Oaks to schedule the leave so as to not unduly disrupt Chick-fil-A Twelve Oaks's operations. Notice for leaves of less than 5 days shall be given as soon as is practicable.

Chick-fil-A Twelve Oaks will require certification from the proper military authority to verify a Team Member's eligibility for family military leave.

Upon a Team Member's return from family military leave, the Team Member will be restored to his/her position or to a position with equivalent seniority status, benefits, pay and other terms and conditions of employment unless his/her status has been changed for reasons unrelated to his/her family military leave. Taking leave will not result in a loss of any Team Member benefit accrued before the date on which the leave commenced,. During the leave, a Team Member's benefits, such as health care, will be continued at the Team Member's expense.

Chick-fil-A Twelve Oaks will not interfere with, restrain, or deny the exercise or the attempt to exercise a Team Member's rights under this policy. Chick-fil-A Twelve Oaks will not discharge, fine, suspend, expel, discipline or in any other manner discriminate against any Team Member for exercising any right provided under this Policy. Finally, Chick-fil-A Twelve Oaks will not discharge,

fine, suspend, expel, discipline, or in any other manner discriminate against any Team Member for opposing any act by Chick-fil-A Twelve Oaks that violates this policy.

# Crime Victim's Rights Act

Team Members who are victims of a crime and who are subpoenaed or requested by the prosecuting attorney to attend court for the purpose of giving testimony may take time off to appear. Additionally, a victim representative, as defined by the Crime Victim's Leave Act, may take time off to attend court to be present during the testimony of the victim. Team Members will not be disciplined or terminated for court appearances under this policy.

# Michigan Paid Sick And Personal Leave

The Company recognizes that employees occasionally may be unable to work due to personal or family illnesses or injuries, reasons related to domestic violence, sexual assault, stalking or harassment, for other legally covered reasons, or for personal matters. The Company provides Paid Sick and Personal Time ("PSPT") to all eligible employees who work in the state of Michigan pursuant to the requirements of the Michigan Paid Medical Leave Act. For purposes of this policy, a calendar year is defined as January 1st through December 31st.

Employees covered under this policy are not eligible for any Personal Time under the Company's Personal Time Policy, as specified in the Company's Employee Handbook, unless otherwise required by law.

### Eligibility

All non-exempt Michigan employees who have worked an average of 25 or more hours per week in the immediately preceding calendar year are eligible for PSPT under this policy. This includes eligible full-time, part-time, and certain<sup>2</sup> temporary employees, as well as work-from-home employees who reside in Michigan. In addition, this policy does not apply to exempt employees or employees who are covered by a collective bargaining agreement, unless otherwise required by applicable law.

### Annual PSPT

All newly hired eligible employees will receive a grant of 40 hours of PSPT upon the commencement of their employment. On January 1<sup>st</sup> of each year, eligible Michigan employees will receive an annual grant of 40 hours of PSPT that can be used immediately for that calendar year.

Eligible employees may use up to forty (40) hours of PSPT per calendar year.

Because the Company grants 40 hours of PSPT on January first of each calendar year, any unused PSPT does not carry over from year to year.

<sup>&</sup>lt;sup>2</sup> Temporary employees that are disqualified from receiving benefits under the Michigan Employment Security Act are not eligible for PSPT under this policy. Additionally, employees who are employed for 25 weeks or fewer in a calendar year for a job scheduled for 25 weeks or fewer are also not eligible for PSPT under this policy.

#### Payment of PSPT

Employees will be paid for PSPT at a pay rate equal to the greater of either the normal hourly wage or base wage for that eligible employee or the minimum wage rate established in section 4 of the improved workforce opportunity wage act, 2018 PA 337, MCL 408.934.

#### Increments of Use

Employees may use PSPT in one-hour increments for any covered reason as set forth below.

#### Permissible Uses

In addition to using PSPT for personal needs, employees may use PSPT for the following covered Paid Medical Leave reasons:

- their own mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the eligible employee's mental or physical illness, injury, or health condition; or preventative medical care;
- their covered family member's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the eligible employee's family member's mental or physical illness, injury, or health condition; or preventative medical care for a covered family member;
- if the eligible employee or the eligible employee's family member is a victim of domestic violence or sexual assault, the medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault; and
- o for closure of the eligible employees' primary workplace by order of a public official due to a public health emergency; for an eligible employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or if it has been determined by the health authorities having jurisdiction or by a health care provider that the eligible employee's or eligible employee's family member's presence in the community would jeopardize the health of others because of the eligible employee's or family member's exposure to a communicable disease, whether or not the eligible employee or family member has actually contracted the communicable disease.

#### **Covered Family Member**

For purposes of PSPT, covered family members include:

- Biological, adopted or foster children, stepchildren or legal ward, or a child to whom the eligible employee stands in loco parentis;
- Biological parents, foster parents, stepparents, or adoptive parents or a legal guardian of an eligible employee or an eligible employee's spouse or an individual who stood in loco parentis when the eligible employee was a minor child;

- An individual to whom the eligible employee is legally married under the laws of any state;
- o Grandparents;
- o Grandchildren; and
- o Biological, foster, or adopted siblings.

#### **Reporting Absences**

When requesting to use PSPT under this policy, employees must comply with the Company's usual and customary notice, procedural, and documentation requirements for requesting time off. Failure to comply may result in discipline, up to and including termination.

#### Documentation

The Company may require employees to provide reasonable documentation supporting their need to PSPT for a covered reason. If an employee is required to provide reasonable documentation, they will be provided with at least three (3) days to provide the requested reasonable documentation. Contact your Human Resources Director with any questions, including what forms of documentation are considered reasonable. Failure to comply may result in discipline, up to and including termination.

### No Cash Out

Unused sick time is not cashed out at any time during employment or upon separation of employment.

### Sick Time Upon Rehire

An eligible employee who separates from employment with the Company and is rehired to work in Michigan will not have his/her previously granted, unused paid sick time reinstated. The rehired employee will be treated as a new hire for purposes of this policy.

## Lactation Accommodation

Chick-fil-A Twelve Oaks provides a supportive environment to enable breastfeeding Team Members to express their breast milk during work hours. In consideration to working mothers who may be lactating, Chick-fil-A at Twelve Oaks will provide a reasonable amount of break time to accommodate a Team Member desiring to express breast milk for the Team Member's infant child. If possible, such break time should be taken during the meal break(s) already provided to the Team Member. Chick-fil-A at Twelve Oaks will make reasonable efforts to provide a room or other location for the Team Member to express milk in private. If you are in need of such an accommodation, please contact the Owner/Operator as soon as possible so that any necessary arrangements can be made. Discrimination of any kind against a Team Member who chooses to express breast milk in the workplace is prohibited.

# **Employment Resignation or Termination**

Should you decide to resign, we hope you will advise your supervisor and the Owner/Operator of your intention to leave at least ten (10) business days in advance and submit a written, dated and signed letter of resignation. Of course, as a Team Member at will, Chick-fil-A Twelve Oaks cannot require you to give notice. We appeal to your professionalism and courtesy.

We expect you to continue to perform your duties and abide by our policies and procedures from the time you submit your resignation to the time your employment with us ends. Failure to perform your job and abide by the policies and procedures may result in your discharge prior to the date specified in your resignation. Chick-fil-A Twelve Oaks also reserves the right in some cases to terminate your employment upon receipt of your resignation or at any time after. Should Chick-fil-A Twelve Oaks discharge you after you submit your resignation, any payment beyond your date of discharge is at Chick-fil-A Twelve Oaks' discretion.

When employment has ended, Chick-fil-A Twelve Oaks will pay the wages by the regular payday for the pay period worked. If asked, Chick-fil-A Twelve Oaks will mail the final wages to the Team Member.

If you were covered under our group medical plan prior to your termination of employment, pursuant to federal law, you will be able to continue the same level of coverage as Chick-fil-A Twelve Oaks' Team Members ("COBRA") for a limited period of time following your separation date at 102% of the premium cost. You will receive further information regarding continuation of medical coverage at the time of separation.

# Team Member Acknowledgment

This will serve to notify Chick-fil-A Twelve Oaks that I, \_\_\_\_\_\_ [name of Team Member], have received my personal copy of Chick-fil-A Twelve Oaks' Team Member Handbook. Further, I acknowledge and understand that as a condition of my employment it is my responsibility to read, understand, and follow the guidelines in this Team Member Handbook. I acknowledge and understand that this Team Member Handbook is not a strict set of rules continuing year after year, but instead consists of guidelines which are constantly evaluated by Chick-fil-A Twelve Oaks, and that these guidelines are not intended to be a substitute for the good judgment, common sense, and discretion of Chick-fil-A Twelve Oaks' leaders or Team Members.

I also acknowledge and understand that this Team Member Handbook is the property of Chick-fil-A Twelve Oaks and is for internal use only. I understand that I will return the Team Member Handbook at the request of Chick-fil-A Twelve Oaks. I also understand and understand that no part of the Team Member Handbook or its contents may be reproduced without the express written permission of Chick-fil-A Twelve Oaks.

I acknowledge and understand that this Team Member Handbook does not constitute an employment contract between myself and Chick-fil-A Twelve Oaks. I also acknowledge and understand that my employment can be terminated by Chick-fil-A Twelve Oaks at any time, without notice, without cause, and without further compensation at any time. I also understand that notwithstanding any provisions of this Team Member Handbook, I am employed by Chick-fil-A Twelve Oaks on an at-will basis.

I also acknowledge and understand that no officer or Team Member of Chick-fil-A Twelve Oaks, other than the Owner/Operator, has the authority to alter or change the terms and conditions of my employment as set forth on this page. Accordingly, I acknowledge and understand that no one other than the Owner/Operator can make a commitment for duration of employment or job security. Any such agreement must be explicit, in writing, and must be signed by the Owner/Operator.

I further acknowledge and understand that, other than the policy of at-will employment, Chick-fil-A Twelve Oaks has the right and prerogative at any time to modify or amend the guidelines, benefits and procedures set forth in this Team Member Handbook with or without notice. I further understand that any previously issued Team Member Handbook has been revised and that any prior policies, if different from this Team Member Handbook, are now null and void.

I further acknowledge and understand that I have been given the opportunity to ask any questions concerning this acknowledgement, and to the extent that I have asked any questions, those questions have been answered and I fully understand my responsibilities and the purpose and effect of this acknowledgement. My signature is set forth below, and I understand and acknowledge that the original of this acknowledgement that I have signed has been placed in my personnel file, and that I have been provided with a copy of this document after I signed it.

SIGNED:	

PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_