



**Winterpock**

# **Team Member Handbook**

**Chesterfield, Virginia**

**Effective January 2021**

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# Statement of Employment

Chick-fil-A Winterpock is the guest facing name of a Restaurant located in Virginia. While you will report to work and represent the brand of Chick-fil-A Winterpock, an independently owned and operated franchise of Chick-fil-A, Inc., your employer is the holding company for Chick-fil-A Winterpock: Thankful Hospitality Group, LLC.

# Welcome!

My hope as you start your new position, you would not look at this as only a way to earn a paycheck, but as a way to have and create a better life. During your career here, you will learn valuable skills, winning habits and create and maintain positive attitudes that will stay with you for a lifetime. I look forward to helping and recognizing your skills as you grow. You may know by now, that our Mission is to make a difference in every life, every day - by doing the right thing, the right way, every time. Our success is built on impacting lives both as guests and Team Members. We want to make a difference in your life so you can in-turn make a difference in the lives of our guests. By this we mean, you will have the opportunity to show true genuine care for other Team Members and guests.

This handbook is designed to give you an overview of our rules, policies and standards at Chick-fil-A Winterpock. Please take the time to read and digest the contents of this Handbook as we are each accountable to its contents.

We are so excited you have decided to join our team. We are dedicated to making a positive impact on every person we come in contact with. In doing so we truly make a difference in our community.

Sincerely,

Todd Mercer

Owner/Operator

## Purpose and Scope of this Handbook

This Handbook is designed to acquaint you with Chick-fil-A Winterpock 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 Winterpock's policies or procedures, commit Chick-fil-A Winterpock 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 Winterpock 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 Winterpock 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 Winterpock 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 Winterpock.

# 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.

## Mission of Chick-fil-A Winterpock

Make a difference in every life, every day - by doing the right thing, the right way, every time.

### Chick-fil-A Winterpock's Core Values:

- o Always Serve
- o Continuous Growth
- o Intentional Ownership
- o Urgent Energy
- o Better Together

*Always Serve*

*Guest first, Team second*

*Servant's heart*

We believe the guest always comes first, our team comes second, and ourselves come last. As a Team Member at Chick-fil-A Winterpock, it is an expectation that we always maintain a Servant's Heart. It is important for us to always maintain a willingness to serve wherever needed.

*Continuous Growth*

*Develop self to develop others*

*2nd Mile mentality*

We believe that there is always opportunity and room for growth - personally, professionally, and as a business. We should always operate at our best, while working towards more. We value the eagerness to develop one's self in an effort to benefit the team and community as a whole. We encourage learning and development both personally professionally and offer resources for such growth.

### *Intentional Ownership*

*Own your area*

*Establish your “why?”*

We believe that all that we have been given is a gift and should be taken care of as such. We want to be good stewards of all that has been given to us through maintaining a positive attitude, managing our resources well, and constantly making improvements to the role that we play in the grander mission of Chick-fil-A Winterpock. We believe that we have been given areas of ownership and it is our responsibility to thoughtfully follow up and follow through within these areas.

*Urgent Energy*

*Quick, never hurried*

*Positive under pressure*

We believe in serving our guests well by making every interaction quick, but never hurried. A sense of urgency is a requirement in the Quick Service industry and we recognize the importance of getting things done efficiently and effectively, while always maintaining a positive attitude and servant's heart.

*Better Together*

*Teamwork for dreamwork*

*See needs, meet needs*

We truly believe that we are better together. We could not do what we do and serve the community that we serve without the team that we have. We value, respect, encourage, and care for one another to the best of our abilities. We always ensure to set the next team up for success and make sure we are looking out for one another at all times.

## **Commitment to Hospitality**

Chick-fil-A Winterpock 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 Winterpock 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:

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

## **Second Mile Service**

Chick-fil-A Winterpock 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 Winterpock, 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:

- o The elderly
- o Those with disabilities
- o Parents with small children
- o 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 Winterpock. 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 Winterpock. Raving Fans are guests that come more often, pay full price, and tell others about Chick-fil-A Winterpock.

We create a clean, comfortable environment for our guests so that they see Chick-fil-A Winterpock 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 enthusiastically.** 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."** Say "My Pleasure" when a guest offers a thank you for our service.

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

### **What You Can Expect from Chick-fil-A Winterpock**

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

- o 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 Winterpock 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 Winterpock. We believe this can be done by applying the following commitments every day:

- o To be honest and dependable.
- o To be an efficient, cooperative, and productive Team Member.
- o To strive for perfection in your job performance.

## **Accuracy of Employment Related Documents**

Chick-fil-A Winterpock 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 Winterpock's 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 Winterpock is at-will. The policy of at-will employment means that employment with Chick-fil-A Winterpock 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 Winterpock may terminate your employment at-will at any time, with or without notice or cause. At-will employment also means that Chick-fil-A Winterpock 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 Winterpock 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 Winterpock is an equal opportunity employer and is committed to equal opportunity for all Team Members and applicants. Chick-fil-A Winterpock 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 Winterpock 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 or HR Director. 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 Winterpock 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 work place. In that vein, and consistent with applicable law, Chick-fil-A Winterpock 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 Winterpock 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 Winterpock will engage in an interactive process with an applicant or Team Member who requests an accommodation and make 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 Winterpock will grant the accommodation. Chick-fil-A Winterpock 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 a reasonable accommodation may be required to provide medical verification of their disability and need for accommodation by submitting medical information to the Owner/Operator or HR Director. All medical information received will be treated as confidential in accordance with Chick-fil-A Winterpock policy and any applicable laws. Failure to submit requested documentation may affect Chick-fil-A Winterpock's decision to grant or deny the requested accommodation.

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

Chick-fil-A Winterpock expects every Team Member to show respect for all of our colleagues, clients, associates, and vendors. Professional conduct furthers Chick-fil-A Winterpock's 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 Winterpock 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 Winterpock 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 Winterpock 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 Winterpock 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 Winterpock 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 Winterpock, 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 or HR Director. 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 Winterpock. 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 Winterpock may put certain interim measures in place, such as a leave of absence or a transfer, while the investigation proceeds. Chick-fil-A Winterpock 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 Winterpock might also conclude, depending on the circumstances, either that no violation of policy occurred, or that Chick-fil-A Winterpock 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 Winterpock will take corrective action, including discipline up to and including termination, reassignment, changes in reporting relationships, training, or other measures as

Chick-fil-A Winterpock deems appropriate under the circumstances, regardless of the job positions of the parties involved. Chick-fil-A Winterpock 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 Winterpock, then Chick-fil-A Winterpock will take whatever corrective action is reasonable and appropriate under the circumstances.

### **Policy Against Retaliation**

Chick-fil-A Winterpock 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 Winterpock 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 Winterpock's 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 Winterpock, who are present on Chick-fil-A Winterpock's premises, or who interact with any Team Member of Chick-fil-A Winterpock while the Team Member is on-duty.

### **Open Door Policy**

Chick-fil-A Winterpock 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 Winterpock's open door policy means that Team Members of Chick-fil-A Winterpock 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 Winterpock's leaders want to hear from you. By listening to you, Chick-fil-A Winterpock 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 Winterpock 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 Winterpock 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 Winterpock 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 Winterpock 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 Winterpock.

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 32 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 32 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 Winterpock intends to maintain the salary basis of all of its salaried exempt employees. Notwithstanding any other provision of this Handbook, Chick-fil-A Winterpock's 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 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.

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 Winterpock, 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 Friday for the workweek beginning the following Monday. Schedule change requests should be made before Friday evening of the preceding week. **Requests for time off are due three weeks in advance of the week where the request impacts.** 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, HR 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.

## **Breaks**

Team Members who work at least five (5) hours during a single day are permitted to take one unpaid break for up to twenty (20) 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 twenty (20) minutes. Team Members must “clock out” on the POS when going on break. At the end of the 20-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 Winterpock 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 break, 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 break.

If you choose to eat in the Restaurant during your break, you must do so in the designated area in the Restaurant. Alternatively, if you choose to take your break off the premises, you may take your meal off the premises. Regardless, you are responsible for cleaning up after yourself at the completion of your break.

If you are not provided with a break as specified in this policy, or anyone directs or encourages you to skip your break, you must contact the Owner/Operator immediately. You may do so without fear of retaliation, which Chick-fil-A Winterpock policy prohibits.

@Kevin Fritz Also, some leaders are paid during their break time but are required to eat in full view of their supervised area. This allows the leader to return from break early to help with the business and then return to their break.

## **Team Member Meals**

Team Members who have scheduled break are entitled to an allowance of up to \$10. The allowance of up to \$10 can be used to purchase or discount any menu items for a team member's break. The allowance of up to \$10 may not be combined if it is not used, and it does not roll over from shift to shift. If you do not use the allowance of up to \$10 during any given shift then you lose it.

This is strictly a courtesy. 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 meal allowance during any given shift then you lose it.

All Team Members are required to use a team member reusable cup for their free employee drink, which includes: anything from the soda fountain, teas, and hot coffee. If the team member does not have their reusable cup they must purchase their drink. A portion of the meal allowance may be used for this purpose.

### **The following rules and conditions apply to this employee meal benefit:**

- Food is only to be eaten while on break.
- You will be responsible for paying for any food outside of the allowance. If you would like a dessert, packaged drink, or specialty beverage, these are available at full price.
- You should order from the front counter (as a customer would) and the meal should be placed at the register by a Leader.
- Your order should be rung up by the Leader when your order is taken which will be discounted as a Team Member meal.
- All meals are to be eaten in the Restaurant. You may eat before or after your shift or during your break. If you are working a closing shift, you will need to eat your meal either before your shift or during your break.
- No one is permitted to enter the walk-in cooler or freezer with a purse, backpack, or similar container

## **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 2 minutes before the shift begins and you are expected to clock out and stop working no more than 2 minutes before or after your shift is scheduled to end, unless otherwise instructed. 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 or HR Director immediately.

## **Payment of Wages**

### **Pay Days**

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

If a regular payday falls on a holiday, Team Members will be paid on the preceding workday. Chick-fil-A Winterpock 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 Winterpock provides a direct deposit system, i.e. the automatic direct deposit of your paycheck into your bank account, that is highly encouraged for all Team Members.

### **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 Winterpock, and vital to providing our guests with the best possible experience every time they visit:

- o When 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.
- o When working as a cashier, never leave a cash register drawer open. Only work out of the drawer assigned to you.
- o Everyone is responsible for helping to ensure that stock is rotated properly by using the FIFO method.

- o 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 Winterpock.

## **Age Restricted Activities**

Any Team Member under the age of 18 will be limited from working in certain particularly hazardous environments. 14 and 15-year-olds must have an employment certificate before their first day of work, available online through the Virginia Department of Labor and Industry. Additionally, these employees have restricted work schedules, depending on school, the day of the week, and other factors.

For Team Members under the age of 16, hours worked are limited as follows:

### School Year

- o Between the hours of 7 AM and 7 PM
- o Not during school time
- o 3 hours per day on a school day
- o 18 hours a week for a school week
- o 8 hours per day on a non-school day
- o 40 hours a week in a non-school week

### Summer – June 1 to Labor Day

- o Between the hours of 7 AM and 9 PM
- o 8 hours per day on a non-school day
- o 40 hours a week in a non-school week

14 and 15-year-olds may not work during school hours unless enrolled in a school work-training program with a work training certificate.

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.

## **Health Status Guidelines**

Maintaining a food safe environment is an essential part of our business. In order to protect our Team Members and our customers you must report to management if you have any of the following symptoms: Diarrhea, Vomiting, Jaundice (yellowing of skin and/or eyes), sore throat with fever, infected cuts or wounds containing pus on an exposed body part. Do not report to work with any of these symptoms. If you have any of these symptoms you will be excluded from work. If you are excluded from work for having diarrhea and/or vomiting, you will not be allowed to return to work until more than 24 hours have passed since your last symptom, at the discretion of the Owner/Operator.

You must also report to management if you have been exposed to any of the following illnesses: Norovirus, Typhoid fever, Shigella spp. infection, E. Coli infection, or Hepatitis A. If you, or any member of your household has been exposed to any of these illnesses you will be restricted from work and the illness will be reported to the Health Department. In this case, you will not be able to return to work until the Health Department grants approval.

If a Team Member has a cut, boil, or lesion with draining puss, blood, liquid, or wetness, a bandage and cover with a food service glove is required. If the sore is on the hands or exposed skin, which cannot be adequately covered to protect food, the employee must not contact food until the sore is completely healed and dry.

## **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 Winterpock 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 Winterpock 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:

- o Use of profanity or abusive language toward Team Members, guests or other persons on Chick-fil-A Winterpock's 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.
- o Failing to properly report an injury or accident or falsely claiming injury.
- o Gambling on company premises, including lottery pools, sports pools, etc.
- o Violation of or disregard of the rules and regulations stated in this manual or in other company policy.
- o Failure to notify Chick-fil-A Winterpock 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.
- o Failure to maintain satisfactory productivity and quality of work.
- o Excessive absenteeism or tardiness, subject to legally protected exceptions.
- o 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:

- o 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.
- o 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 Winterpock premises at any time or while performing company work.
- o 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.
- o Fighting, violence, or threatening behavior.

- o Making false and disparaging statements or spreading rumors which might harm the reputation of our Team Members or guests.
- o Exceeding your assigned authority, including disclosing or providing access to unauthorized persons (whether Team Members or third parties) confidential information regarding Chick-fil-A Winterpock or its business.
- o Abuse, damage or deliberate destruction of Chick-fil-A Winterpock's or a guest's property or the property of Chick-fil-A Winterpock's Team Members or vendors.
- o Disorderly conduct on Chick-fil-A Winterpock's 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 Winterpock's premises or while performing company work.
- o Violation of Chick-fil-A Winterpock's Equal Employment Opportunity or Non-Harassment Policies.

Please remember that employment with Chick-fil-A Winterpock is at the mutual consent of Chick-fil-A Winterpock 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 Winterpock has adopted a policy of zero tolerance for workplace violence. This is because Chick-fil-A Winterpock 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 Winterpock will not tolerate acts or threats of physical violence, including intimidation, harassment, and/or coercion which involve or affect Chick-fil-A Winterpock's 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 Winterpock or to create a hostile, abusive, or intimidating work environment for one or more of Chick-fil-A Winterpock's 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:

- o Hitting or shoving an individual.
- o Threatening to harm an individual or his or her family, friends, associates, or their property.
- o 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 Winterpock.
- o Harassing or threatening an individual by making telephone calls, or sending letters or other forms of written or electronic communications.
- o Intimidating or attempting to coerce an individual to do wrongful acts.
- o Harassing surveillance, also known as “stalking,” or the willful, malicious, or repeated following of another person.
- o Making a threat with intent to place the other person in reasonable fear of his or her safety.
- o 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.
- o Unauthorized possession or inappropriate use of firearms, weapons, or any other dangerous devices on Chick-fil-A Winterpock’s property.

### **Prohibited Conduct**

Chick-fil-A Winterpock’s prohibition against threats and acts of violence applies to all persons involved in Chick-fil-A Winterpock’s operation, including but not limited to Team Members, leaders, cashier’s, vendors, contract and temporary workers, and anyone else on Chick-fil-A Winterpock’s property. Violations of this policy by any individual on company property, by any individual acting as a representative of Chick-fil-A Winterpock 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 Winterpock’s 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.

### **Team Member Obligations**

Each Team Member of Chick-fil-A Winterpock and every person on Chick-fil-A Winterpock’s 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 or HR Director. 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 or HR Director. Concurrent with the initiation of any investigation leading to proposed disciplinary action, Chick-fil-A Winterpock 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 Winterpock's policies or in federal, state, or local law.

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

At the discretion of Chick-fil-A Winterpock, 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 Winterpock may investigate all losses for possible prosecution.

## **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. If a Team Member will be absent from work, it is his or her responsibility to find a suitable replacement and get it approved prior to the start of the scheduled shift. Any shift where a Team Member does not work or find an approved replacement will be considered an Absence. 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, you, and only you, must call (not text) the Restaurant at least three 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. The number for the Restaurant is 804-639-0146.

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 Friday 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 Winterpock 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 Winterpock 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. In circumstances where a Team Member is elevated to a supervisory position, said supervisor may not directly supervise any Team Member that

he or she is has engaged or is engaged in a personal relationship (romantic, sexual, co-habitant, marriage, etc.).

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 Winterpock 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 uniform 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.). Team Members who work on average 32 hours per week or more will receive 2 free uniforms. Team Members who work on average less than 32 hours per week will receive 1 free uniform. Additional shirts, pants and parts of the uniform may be purchased by Team Members at their own personal expense, subject to legally protected exceptions. Your free uniform consists of pants, shirt, belt, and nametag. Caps are optional and can be purchased from the store. Other items may be provided depending upon your position.

Proper undergarments must be worn by all Team Members.

Chick-fil-A name badges must be worn at all times, on the 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.

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-shirt 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.

Team style 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. Team Members will be required to purchase one pair of slip-resistant shoes from Shoes for Crews or another slip-resistant shoe brand prior to your first shift. 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 wedding band, or set (not on thumbs).

In food preparation areas, rings if worn, must be worn with glove hands, to avoid food contamination, or from 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.

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.

## **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.

Facial hair must be neatly trimmed and no longer than one-half inch in length (#4 standard trimmer guard).

“Neatly trimmed” means there is a defined line where hair ends. For example, with a beard, hair should end generally where the jawline meets the neck (above the Adam’s apple).

Facial hair must have no undefined lines, carvings, designs or extreme styles (like chinstraps, chops or handlebars).

While a Team Member is growing facial hair, acceptable facial hair guidelines still must be followed.

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. Finger nail polish must not be worn when in the food preparation area; if worn, it must be a solid color worn in good taste and worn only in guest service areas.

Acrylic nails and finger nail gems must not be worn.

Tattoos on any part of the neck and/or face are not acceptable. Tattoos on these visible areas must be covered by approved uniform or by waterproof makeup.

Chick-fil-A Winterpock 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 HR Director, or the Owner/Operator for details.

## **No Solicitation**

Solicitation or distribution of literature by persons not employed by Chick-fil-A Winterpock 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 Winterpock’s 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 Winterpock's premises and the information contained therein is not to be divulged to persons outside Chick-fil-A Winterpock. 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 Winterpock 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 Winterpock 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 Winterpock's 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 Winterpock and the Team Member, or (4) Chick-fil-A Winterpock 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 HR Director. In order to assure confidentiality, the information should be communicated to the Owner/Operator or HR Director 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 HR Director. 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 Winterpock 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

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 Winterpock 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 Winterpock's policy of at-will employment.

## **Performance Reviews**

Chick-fil-A Winterpock will strive to formally evaluate work performance at least once every 12 months. 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 Winterpock 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 Winterpock is expressly at the will of you and Chick-fil-A Winterpock. Either you or Chick-fil-A Winterpock 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.

## **Personnel Files**

Chick-fil-A Winterpock maintains a personnel file on each Team Member. Personnel files are Company property, and access to their contents is restricted. Generally, only supervisors and management personnel with a legitimate reason to review information in a file may do so. Information in a Team Member's file is confidential and will not be released to anyone outside Chick-fil-A Winterpock except: (1) when authorized by the Team Member in writing, (2) in a legal proceeding in which the Team Member and Chick-fil-A Winterpock are parties, or (3) as otherwise permitted or required by law.

Upon request, you or your designated counsel may receive documents reflecting:

- o Dates of employment;
- o Wages or salary history during employment;
- o Job description and job title during employment; or
- o Any injuries sustained during the course of 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.

## **Technology Utilization**

### **Social Media Policy**

At Chick-fil-A Winterpock, 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 Winterpock. If Chick-fil-A Winterpock 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 Winterpock, fellow associates, members, clients, suppliers or people working on behalf of Chick-fil-A Winterpock. If you do publish a blog or post online related to the work you do or subjects associated with Chick-fil-A Winterpock, make it clear that you are not speaking on behalf of Chick-fil-A Winterpock. 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 Winterpock.”

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 Winterpock 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. 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. Cell phone calls and texting during break periods are only permitted in designated break areas.

Chick-fil-A Winterpock 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 Winterpock 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**

### **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 Winterpock 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 Winterpock is concerned about the safety and wellbeing of its Team Members. Chick-fil-A Winterpock provides a comprehensive workers' compensation insurance program in accordance with state law, which covers work-related injuries or illnesses. Chick-fil-A Winterpock 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 Winterpock 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. This area will be away from the front of the Restaurant in a non-critical area of the parking lot. 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.

## **Smoke-Free Workplace**

Tobacco use, as well as the use of nicotine and vapor delivery systems such as e-cigarettes, in the workplace is prohibited.

Team Members are prohibited from smoking anywhere on company premises, including outside areas and in company vehicles. 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 Winterpock is committed to providing a drug-free workplace. It is the policy of Chick-fil-A Winterpock that illegal drugs (as defined by applicable law) and controlled substances are not permitted on the premises of Chick-fil-A Winterpock 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 Winterpock's 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 Winterpock 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 Winterpock, 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 Winterpock will not tolerate criminal behavior on the part of any of its Team Members. Chick-fil-A Winterpock adheres to the following policy regarding drugs:

- o 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.
- o 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 Winterpock immediately.
- o 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 Winterpock is required before any company-sponsored activity may include the serving or consumption of beverages containing alcohol.
- o 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 Winterpock's reputation.
- o The authorized use and possession of prescription drugs is not forbidden by Chick-fil-A Winterpock. 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 HR Director. Team Members should not, however, disclose underlying medical conditions, impairments or disabilities to the Owner/Operator or to the HR Director unless specifically directed to do so by their doctors or other licensed health care professionals.

While Chick-fil-A Winterpock has no intention of intruding into the private lives of its Team Members, Chick-fil-A Winterpock 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 Winterpock 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 Winterpock, 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 Winterpock 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 Winterpock’s medical insurance. Team Members will not be disciplined by Chick-fil-A Winterpock because they request assistance. Team Members may not, however, escape discipline by requesting assistance after they violate Chick-fil-A Winterpock’s policies. In addition, Team Members who request assistance will not be excused from complying with Chick-fil-A Winterpock’s 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 Winterpock.

## **Drug Testing**

Chick-fil-A Winterpock 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 Winterpock provides its Team Members with the use of various property and facilities which are necessary in the performance of their work. Chick-fil-A Winterpock, at all times, retains full title and control, including the right of inspection, over such property or facilities. Chick-fil-A Winterpock 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 Winterpock 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 Winterpock 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 Winterpock 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 Winterpock 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 Winterpock. 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 Winterpock 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 \$100 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 Winterpock 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 Winterpock 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 Winterpock 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 Winterpock's 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.

## **Time Away from Work**

### **Family and Medical Leave**

The Family and Medical Leave Act of 1993 (“FMLA”) became effective August 5, 1993, and applies to all public and private employers with 50 or more Team Members. FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave for eligible Team Members for certain medical and family-related reasons. The following is a brief overview of the FMLA and how it will apply here.

#### **Eligibility**

To be eligible, a Team Member must meet several eligibility requirements including:

- o work at a worksite with 50 or more Team Members or where we have 50 or more Team Members within a 75 mile radius of that worksite;
- o have worked for the employer for at least 52 weeks as of the first day of FMLA Leave. The 52 weeks need not be consecutive;
- o have worked at least 1250 hours (not including paid hours when the Team Member was not at work, such as vacation or holidays) during the 12 month period immediately preceding the first day of FMLA Leave; and
- o not be on layoff either at the time FMLA Leave is requested or when the FMLA Leave is scheduled to begin.

#### **Leave Period and Types of Leave**

Up to 12 weeks of leave in a 12 month period is available for the following reasons:

- o for the birth of the Team Member’s child and to care for such child;
- o for the placement of a child with the Team Member for adoption or foster care;
- o to care for an immediate family member of the Team Member if such family member has a serious health condition, is incapable of self-care and needs the assistance of someone in carrying out daily activities. An immediate family member is considered to be a spouse, child, or parent.
- o due to a serious health condition of the Team Member that makes the Team Member unable to perform the essential duties of his/her position as defined in the FMLA.

## **Nature of FMLA Leave**

The maximum FMLA leave available to any eligible Team Member with a qualifying reason is 12 work weeks during a 12 month period. No FMLA Leave for the birth of a child or the placement of an adopted or foster child can be taken more than 12 months after the date of birth or placement. If a Team Member and the Team Member's spouse both work for Chick-fil-A Winterpock, they are only entitled to an aggregate of 12 weeks of FMLA Leave in the case of the birth or placement of a child for adoption or foster care. All FMLA Leave taken under this policy or which would otherwise qualify for a leave of absence under the FMLA shall count as a part of the Team Member's entitlement to a leave of absence under the FMLA.

Generally any FMLA Leave shall be unpaid. If, however, the eligible Team Member shall be entitled to any paid leave time under any other company benefit program (such as accrued vacation or Short Term Disability), the Team Member shall first use such paid leave time before continuing the FMLA Leave on an unpaid basis. Any time for which the Team Member receives pay while on FMLA leave shall be counted as part of the Team Member's FMLA Leave.

If a Team Member fails to report to work upon expiration of a FMLA Leave, the Team Member shall be subject to termination.

## **Procedure to Obtain a FMLA Leave**

Any eligible Team Member who desires a FMLA Leave for a foreseeable need shall provide Chick-fil-A Winterpock with the following:

- o At least 30 days prior to the start of the FMLA Leave (if it is impossible to do so 30 days in advance, then as soon as practicable), a completed written request for FMLA Leave in the form required by Chick-fil-A Winterpock; and
- o If the leave is due to the Team Member's own health condition or the health of a family member, at least 15 days prior to the start of FMLA Leave (if it is impossible to do so 15 days in advance, then as soon as practicable), a written certification from a health care provider on the form provided by Chick-fil-A Winterpock.

Failure to furnish a timely request for FMLA Leave or a medical certification can result in the denial or delay of a FMLA Leave. In the case of a medical emergency, the Team Member or the Team Member's representative shall furnish a request for FMLA Leave form and a medical certification as soon as possible.

At the option and expense of Chick-fil-A Winterpock, Chick-fil-A Winterpock can require the Team Member with a serious health condition to obtain a second opinion from a health care provider selected by Chick-fil-A Winterpock. Failure of the Team Member or the Team Member's family member to submit to an examination by the health care provider selected by Chick-fil-A Winterpock can result in the denial or delay of the requested FMLA Leave. If the second medical certification differs from the medical certification furnished by the Team Member's health care provider,

Chick-fil-A Winterpock can request a certification from a third health care provider at its expense. The third health care provider shall be paid by Chick-fil-A Winterpock and shall be selected by the agreement of first two doctors. Failure of the Team Member to submit to such third medical examination may result in the denial or delay of the FMLA Leave. The opinion of such third health care provider shall be final and binding.

### **Intermittent or Reduced Leave Schedule**

When necessary, a Team Member can take a FMLA Leave on an intermittent basis or work on a reduced schedule. Every Team Member is obligated to make a reasonable effort to schedule medical treatment and on intermittent or reduced work schedule so as not to unduly interrupt Chick-fil-A Winterpock's operations. Any Team Member who needs an intermittent or reduced schedule leave shall submit an application for such leave on a form supplied by Chick-fil-A Winterpock at the time described above. The Team Member shall also, within the time limits set forth above, furnish Chick-fil-A Winterpock with a medical certification on a form supplied by Chick-fil-A Winterpock regarding the need for such intermittent or reduced schedule leave. As in the case of other FMLA Leaves, Chick-fil-A Winterpock can require a second or third medical certification. Prior to the commencement of any intermittent or reduced schedule leave, Chick-fil-A Winterpock and the Team Member shall sign an agreement setting forth the time, duration and essential terms of such intermittent or reduced schedule leave.

### **FMLA Insurance and Other Benefits**

During the time that a Team Member is on FMLA Leave, the Team Member's medical insurance shall continue on the same basis as when the Team Member was actively at work. Chick-fil-A Winterpock shall pay its share of the medical insurance premium, and the Team Member shall be responsible for paying the Team Member's share of such premium.

A Team Member shall not accrue any credit toward vacation or other benefits based upon time worked for the time that he or she is on FMLA Leave.

### **Job Restoration**

Upon expiration of a FMLA, a Team Member who is able to return to work and returns to work, shall be restored to the same or an equivalent job.

Failure to call the Owner/Operator as required, to provide the required medical recertification or to return to work immediately upon expiration of a FMLA Leave may result in termination of the Team Member. Failure to furnish a medical certificate of the Team Member's ability to return to work may result in the delay of job restoration or the termination of the Team Member.

### **Maternity & Paternity leave:**

Chick-fil-A Winterpock will provide up to 4 weeks of paid maternity and/or up to 2 weeks of paid paternity leave to employees following the birth of an employee's child or the placement of a child

with an employee in connection with adoption. The purpose of paid parental leave is to enable the employee to care for and bond with a newborn or a newly adopted child. This policy will run concurrently with Family and Medical Leave Act (FMLA) leave, as applicable. Eligibility

Eligible employees must meet the following criteria:

Have been employed with the company for at least 12 months (the 12 months do not need to be consecutive).

Have worked at least 1,250 hours during the 12 consecutive months immediately preceding the date the leave would begin.

Be a full- or part-time, regular employee (temporary employees and interns are not eligible for this benefit).

In addition, employees must meet one of the following criteria:

Have given birth to a child.

Be a spouse or committed partner of a woman who has given birth to a child.

Have adopted a child (the child must be age 17 or younger). The adoption of a new spouse's child is excluded from this policy.

## **Unpaid Leaves of Absence/Personal Days**

Chick-fil-A Winterpock recognizes and understands that personal circumstances may necessitate that Team Members take a short-term unpaid leave of absence. Chick-fil-A Winterpock may grant an unpaid leave of absence for a 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.

## **Jury Duty and Witness Leave**

In accordance with Virginia law, Chick-fil-A Winterpock permits employees to take unpaid leave to serve as jurors and witnesses in court proceedings. Employees must give the Company reasonable notice of any court appearances or summonses.

Employees summoned for jury duty and who appear for four (4) or more hours will not be required to work on a shift beginning after 5 PM on the day of such service or before 3 AM on the day following such service

### **Election Officer Leave**

Chick-fil-A Winterpock permits employees to take unpaid leave to serve as election officers. An election officer is a person appointed by an electoral board to serve at a polling place for any election. Employees must give the Company reasonable notice of their need for leave to serve as election officers.

Chick-fil-A Winterpock will not require employees who serve as election officers, and whose service lasts for four (4) or more hours, including travel time, to work a shift that begins on or after 5 p.m. on the day of election officer service or before 3 a.m. on the day following election officer service.

### **Crime Victim Leave**

In accordance with Virginia Law, Chick-fil-A Winterpock permits any employee who is a victim of a crime to take unpaid leave to be present at all criminal proceedings relating to a crime against the employee. Employees taking crime victim leave must provide Chick-fil-A Winterpock with a copy of the standardized form provided to them by the investigating law-enforcement agency. Chick-fil-A Winterpock reserves the right to limit crime victim leave if it creates an undue hardship.

### **Virginia Military Leave**

A member of the Virginia National Guard, Virginia Defense Force, or naval militia called to state active duty or military duty has the right to take leave without pay. No member of the National Guard, Virginia Defense Force, or naval militia will be forced to use or exhaust his or her Paid Time Off or other accrued leaves for a period of active service. The choice of leave shall be solely within the discretion of the member.

Upon honorable release from state active duty or military duty, a member of the Virginia National Guard, Virginia Defense Force or naval militia must make written application to Chick-fil-A Winterpock for reemployment within (i) 14 days of his or her release from duty or from hospitalization following release if the length of the member's absence by reason of service in the uniformed services does not exceed 180 days, or (ii) 90 days of his or her release from duty or from hospitalization following release if the length of the member's absence by reason of service in the uniformed services exceeds 180 days. When released from such duty, they will be restored to positions held by them when ordered to duty. If the office or position has been abolished or otherwise has ceased to exist during such leave of absence, they shall be reinstated in a position of like seniority, status and pay if the position exists, or to a comparable vacant position for which they are qualified, unless to do so would be unreasonable. This section will not apply when the cumulative length of the absence and of all previous absences from a position of employment with Chick-fil-A Winterpock by reason of service in the uniformed services exceeds five years.

A member of the Virginia National Guard, Virginia Defense Force, or naval militia who performs, has performed, applies to perform, or has an obligation to perform state active duty or military duty will not be denied initial employment, reemployment, retention in employment, promotion, or any benefit of employment by Chick-fil-A Winterpock on the basis of that membership, application for membership, performance of service, application for service, or obligation.

## **Military Leave and Reinstatement Rights**

For military leaves not covered by the Virginia Military Leave policy, Chick-fil-A Winterpock will provide a military leave of absence to team members who must take time off from work to fulfill military obligations, and will comply with all laws pertaining to reemployment of team members upon return from military obligations. For more information in this regard, please review the USERRA informational poster that is posted in our restaurant.

## **Lactation Accommodation**

Chick-fil-A Winterpock 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 Winterpock 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 Winterpock 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 two weeks in advance and submit a written, dated and signed letter of resignation. Of course, as a Team Member at will, Chick-fil-A Winterpock 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 Winterpock 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 Winterpock discharge you after you submit your resignation, any payment beyond your date of discharge is at Chick-fil-A Winterpock's discretion.

When employment has ended, Chick-fil-A Winterpock will pay the wages by the regular payday for the pay period worked. If asked, Chick-fil-A Winterpock will mail the final wages to the Team Member. All property provided to a Team Member by Chick-fil-A Winterpock must be returned at the time of employment resignation or termination.

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 Winterpock's 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 Winterpock that I, \_\_\_\_\_ [name of Team Member], have received my personal copy of Chick-fil-A Winterpock's 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 Winterpock, and that these guidelines are not intended to be a substitute for the good judgment, common sense, and discretion of Chick-fil-A Winterpock's leaders or Team Members.

I also acknowledge and understand that this Team Member Handbook is the property of Chick-fil-A Winterpock and is for internal use only. I understand that I will return the Team Member Handbook at the request of Chick-fil-A Winterpock. 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 Winterpock.

I acknowledge and understand that this Team Member Handbook does not constitute an employment contract between myself and Chick-fil-A Winterpock. I also acknowledge and understand that my employment can be terminated by Chick-fil-A Winterpock 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 Winterpock on an at-will basis.

I also acknowledge and understand that no officer or Team Member of Chick-fil-A Winterpock, 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 Winterpock 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: \_\_\_\_\_

Team Member Signature

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