

# **TEAM MEMBER POLICY HANDBOOK**

**FOR**

**CHICK-FIL-A of Denham Springs**

**Last Revised: 8/28/2024**

## **Welcome and Introduction**

Welcome to Chick-fil-A® of Denham Springs! We are glad you have chosen to work with us, and we are excited to have you on our team. We hope that your employment here will be a challenging and a rewarding experience. We look forward to your contributions toward fulfilling our mission of becoming “America’s Best-Quick-Service Restaurant.”

This Team Member Policy Handbook is designed to acquaint you with some of the personnel policies, work rules, and benefits for Chick-fil-A of Denham Springs. The Handbook contains current information about various policies that have been established for this business. These policies apply to all employees at this Restaurant. You should review this Handbook carefully. As an employee at this Restaurant, you will be expected to know and follow these policies. We encourage you to ask questions, make suggestions or express concerns. We appreciate your support of these policies.

Please note that these policies may be reviewed periodically and updated from time to time. The Company reserves the right to amend, modify, change, supplement or delete, as it deems necessary, any provision of this Handbook, in whole or part, other than the At-Will Employment policy statement that follows this section. Any changes that are made to this Handbook will be made known to you as soon as practicable through an updated Team Member Policy Handbook, postings on a bulletin board in our Restaurant, and/or a meeting led by the franchised Operator or a manager or other supervisor of this Chick-fil-A Restaurant. We will try to keep this Handbook current, but there may be times when policies will change before this Handbook can be revised. This Handbook replaces all prior conflicting published or unpublished policies regarding the matters addressed in these materials.

This Handbook cannot anticipate every situation or answer every question about employment. We must administer the policies and procedures contained in this Handbook with flexibility when it deems such action to be necessary. Our interpretation of these policies and procedures are final and binding.

## **At-Will Employment**

**Your employment at Chick-fil-A of Denham Springs is at-will, which means that either you or we may terminate your employment at any time with or without notice or cause, for any reason not prohibited by law.** Nothing in this Handbook or any other team member policy document at our Restaurant is to be construed as an agreement between you and the Company regarding the duration of your employment or the circumstances under which your employment may be terminated. Additionally, please understand that nothing in this Handbook or in any other team member policy document or statement (written or unwritten) creates or is intended to create an express or implied contract, covenant or representation of continued employment. Nothing in this Handbook or in any other written or unwritten policy, document, or statement shall alter or limit the “at-will” nature of your employment.

## **Chick-fil-A, Inc. Background**

*Video: Paper City Chick-fil-A Story.* From simple beginnings in a small restaurant in Hapeville, Georgia, founded in 1946 by company founder and Chairman S. Truett Cathy, Chick-fil-A has grown into one of the largest privately-owned restaurant chains in the nation. Credited with introducing the original boneless breast of chicken sandwich and pioneering in-mall quick-service food, Chick-fil-A is now the second-largest quick-service chicken restaurant chain in the country, based on annual sales, with restaurants in 39 states and Washington, D.C. And we are continuing to grow. Dan T. Cathy, Truett’s oldest son, is currently the President of Chick-fil-A, Inc. You can find additional information about Chick-fil-A’s history at [www.chick-fil-a.com](http://www.chick-fil-a.com).

## **Our Chick-fil-A Restaurant**

Chick-fil-A’s mission statement is to “Be America’s Best Quick-Service Restaurant.” Helping fulfill this mission is important to all jobs at this restaurant. Chick-fil-A has always focused on providing great food in

a clean, friendly environment, and on providing **outstanding customer service**. Some of the core values that Chick-fil-A believes will help us to be “America’s Best” include:

- **Customers First:** Customers love Chick-fil-A, and Chick-fil-A loves customers. We strive to meet or exceed the customer’s expectations through Core 4 (eye contact, share a smile, speak enthusiastically and stay connected) for running our restaurant businesses by providing delicious food in a clean, friendly and welcoming environment on every single visit.
- **Working Together:** Working together at Chick-fil-A is at the heart of how we do work and serve others. We promote a team environment and realize that this is the only way for success. **TEAM (Together, Everyone, Accomplishes, Much)**
- **Continuous Improvement:** Chick-fil-A seeks to improve every day, and hopes the Team Members will always seek to improve both personally and professionally, in all aspects of their lives.
- **Personal Excellence:** Chick-fil-A strives for excellence in all that we do both at work and outside of work. Integrity and personal discipline is paramount. We expect you uphold Chick-fil-A standards at all times. You are a representative of the brand through your daily actions, through social media and throughout the community. We expect you to uphold yourself to a high standard and not damage the brand name.
- **Stewardship:** Chick-fil-A strives to be good stewards of all that is entrusted to us- time, talents, and resources.

One way of demonstrating his commitment to these core values, Truett established the Team Member Scholarship program in 1973 to encourage Chick-fil-A restaurant employees to further their education. In 2017, the company replaced the Leadership Scholarship program with the Education Assistance Program, which places a greater emphasis on a restaurant employee’s community service and leadership abilities. Through its scholarship program, Chick-fil-A Inc. has offered financial assistance to over 20,000 restaurant employees who have gone on to attend over 2100 colleges, universities and other educational institutions throughout the country since the program was established. The Chick-fil-A Leadership Scholarship consists of a \$2500 education assistance and the Chick-fil-A True Inspiration Scholarship is up to \$25,000 in education assistance.

### **Commitment to Hospitality**

Chick-fil-A of Denham Springs strives to maintain an atmosphere of hospitality for all customers. We want to create a comfortable experience for all who visit our Restaurant. We want to maximize the opportunity to build the business and to positively influence others by creating a welcoming environment. We are hospitable to **all** customers. *Video: Every Life Has A Story*

### **2nd Mile Service**

Chick-fil-A of Denham Springs strives to provide what we call “2nd Mile Service” to all our guests. This is defined as going above and beyond customer expectations. Our goal is that every customer, on every visit, will experience at least one element of 2nd Mile Service. There are unlimited ways in which we can deliver 2nd Mile Service to our customers. Many are as simple as a warm welcome, a heartfelt “My Pleasure” when the customer thanks us, and a fond farewell as the customer departs. The key to providing 2nd Mile Service is showing honor, dignity and respect to all customers, so that they will feel cared for and special. Providing 2nd Mile Service is important to all team member positions at our Restaurant. We trust you will enthusiastically embrace this concept, and display a 2nd Mile Service attitude not only toward our customers, but also to your fellow team members and others!

## **The Three Most Important Keys to Successful Customer Service are the Three A's**

1. **Attitude** - Have a sense of urgency and a willingness to serve our guests. You must do whatever you can to help make sure our guests are very satisfied with their visits. Our goal is to make a score of at least 60% on operational excellence on our Customer Experience Monitor (CEM).
2. **Atmosphere** - Look for ways to help our guests have the best dining experience in a clean restaurant with a warm sincere smile. This includes checking in guests' table and refreshing their beverages and helping them to and from their cars with an umbrella when it is raining.
3. **Appearance** - Meeting all the requirements of a completely clean, well pressed uniform as well as personal and unit appearance standards.

**Guests Awareness** - Say hello even if the guest is not your guest. Ask them if they have been served. Make the guest feel important! Stop any conversations when serving a guest; be polite for they are the reason that each one of us has a job. ***If you are waiting for food, talk to the guest providing that there are no other guests in line anywhere in the store. Do not engage in personal conversation with another employee or guests if you have someone that you are waiting on.***

## **We cook**

But, we don't just serve sandwiches. We serve meals, made from great ingredients. Warm and cared for from the time they are cooked to the moment they are served.

## **We prepare**

Not just a meal, an experience. Everything we do is with the greatest of care. A clean table. A pair of pickles placed on a bun just so. Our love is wrapped up in little things, the in-between things that are not said but are always felt.

## **We believe**

With all our hearts that kindness is a higher calling. We want to know people and nourish them. We love seeing individuals, teams and communities brighten lives by caring for others.

## **We build**

On a legacy of one man's pioneering spirit, his faithful stewardship and his vision that being your best requires hard work. That local ownership isn't just unique; it's the best way to do business. Giving from the heart and being generous has allowed us to build a business and a community.

We are more than a restaurant.

## **We're a home**

Where the hugs are just as tender as the chicken, the smiles just as sweet as the lemonade and the conversations just as nourishing as the meal.

To those we serve, we are neighbors, friends and family.

## **We are where good meets gracious.**

## **Closed on Sundays**

Chick-fil-A is, and always has been, **closed** on Sundays. Closing Chick-fil-A restaurants every Sunday makes Chick-fil-A pretty unique in this day and age. But it's a practice that has always served the Company well. The chain's founder, Truett Cathy, wanted to ensure that everyone had at least one day a week as an opportunity for rejuvenation, rest and personal activities. At this Restaurant, we are always **closed** on Sundays. From time to time we may have a team meeting, team outing, or cleaning party, which will occur on a Sunday because, of course, it is the only day we can all get together. The team meetings are **mandatory** and it is very important that you attend.

## **Civility, Equal Employment Opportunity & Non-Harassment Policy**

***Chick-fil-A of Denham Springs is committed to a civil and respectful work environment.*** Our Restaurant values all persons, and is committed to the principle that we should treat one another and those who come into contact with our business with honor, dignity and respect. We highly value professional relationships, and we are committed to maintaining a work environment that is cordial, positive and professional.

***Chick-fil-A of Denham Springs is an equal opportunity employer, and we make employment decisions on a non-discriminatory basis.*** It has been and shall continue to be our policy that we do not discriminate in employment decisions based upon sex, race, color, religion, national origin, ancestry, citizenship, pregnancy, age, physical or mental disability, service in the uniformed services, genetic information, and/or any other protected status, classification or factor, in accordance with the requirements of all federal, state and local laws. This policy applies to all aspects of the employment process including, but not limited to, hiring, assignment, promotion, evaluation, compensation decisions and separation decisions. It is expected that all individuals will avoid any behavior, action, decision and/or conduct that is inconsistent with this policy.

***Chick-fil-A of Denham Springs is committed to maintaining a work environment free from any form of harassment.*** It has been and shall continue to be the policy of our Restaurant that our work environment will be free from all forms of harassment including, but not limited to, sexual harassment, and harassment based on or because of race, color, religion, national origin, ancestry, citizenship, pregnancy, age, physical or mental disability, service in the uniformed services, genetic information, and/or any other basis protected by federal, state, or local law. We prohibit and will not tolerate any such harassing conduct, whether intentional or unintentional.

Harassment that violates our policy includes any verbal or physical conduct that denigrates, demeans or shows hostility toward an individual, or any conduct that creates an intimidating, hostile, or offensive work environment for an individual, because of the person's sex, race, color, religion, national origin, ancestry, citizenship, pregnancy, age, physical or mental disability, service in the uniformed services, genetic information or any other protected classification. Harassment may include, but is not necessarily limited to epithets, slurs, jokes, or other verbal or physical conduct relating to an individual's sex, race, color, religion, national origin, ancestry, citizenship, pregnancy, age, physical or mental disability, service in the uniformed services, or any other protected classification.

Prohibited sexual harassment can include, but is not limited to:

- unwelcome sexual advances, propositions or statements;
- unwelcome physical conduct such as touching, or impeding or blocking movements;
- verbal conduct such as making or using derogatory comments, explicit jokes, or comments about a person's body or dress; *and/or*
- any other visual, verbal, or physical conduct of a sexual nature by any employee, supervisor, manager or other person.

Same-sex harassment is also prohibited by the law and by our policies. Accordingly, inappropriate harassment by males toward or against a male, or by females toward or against a female, is prohibited.

***Our policy prohibiting harassment applies regardless of the parties' relationship to our Restaurant.***

This policy prohibits harassment not only by or toward a co-worker, subordinate or a supervisor, but also harassment by or toward persons doing business with or for our Restaurant (including but not limited to customers, vendors, contractors, suppliers, etc.).

***Everyone is accountable for reporting concerns or perceived violations of this policy.*** Every individual has responsibility for ensuring compliance with this policy. Chick-fil-A of Denham Springs cannot resolve matters that are not brought to the attention of an appropriate member of management. Accordingly, anyone who believes he or she is being subjected to prohibited discrimination, harassment or retaliation by a co-worker, manager or any other individual (whether or not the individual is employed at our Restaurant), or anyone who believes he or she has witnessed or learned about such conduct, is **directed to immediately report such incidents and/or information to the Operator and/or to any member of management.**

***Chick-fil-A of Denham Springs will respond appropriately if concerns or issues are reported.*** Our Restaurant takes any concerns or reports implicating this policy seriously. We will conduct or direct a prompt and thorough investigation of any report, observation or complaint of discrimination, harassment or retaliation. We will take corrective action as may be appropriate based on the results of any such investigation. Since allegations of this nature are very serious for all concerned, employees will be expected to cooperate fully with any efforts to conduct investigations and otherwise enforce this policy. For the same reasons, all reports or complaints will be handled as confidentially as possible. Information related to a report or investigation will be shared only on a limited "need to know" basis.

***Chick-fil-A of Denham Springs will not condone retaliation against anyone who makes a good faith report or complaint.*** It has been and shall continue to be our policy that we will not tolerate any form of retaliation against anyone who, in good faith, makes a report or complaint of harassment or discrimination; cooperates in a harassment or discrimination investigation; or participates in any aspect of the equal employment opportunity enforcement process.

***Violations of this policy will be taken seriously and will result in appropriate corrective action.*** Any employee determined to have violated this policy will be subject to appropriate disciplinary action, up to and including termination of employment. Violations of this policy include, but are not limited to, discriminatory, harassing or retaliatory conduct; failure or refusal to participate in an investigation concerning reported incidents of potential policy violations; or other actions contrary to this policy.

***Our policy also provides for "reasonable accommodation" of disabilities on a case-by-case basis, in accordance with applicable law.*** As part of Chick-fil-A of Denham Springs's commitment to equal employment opportunity, it is and has been our policy to ensure that all individuals are provided equal employment opportunities without regard to disability. Accordingly, we will make reasonable accommodation for the physical and/or mental limitation(s) of an otherwise qualified individual with a disability – whether an applicant or a current employee – unless undue hardship would result.

If an individual believes that he or she needs a reasonable accommodation due to a disability, it is the individual's responsibility to inform Jeffrey or a manager, and request a reasonable accommodation. Requests for an accommodation and other inquiries, reports or information provided pursuant to this policy will be maintained as confidentially as possible, with information being disclosed only on a need to know basis. Upon notification that a disability may exist, Chick-fil-A of Denham Springs will engage in an interactive process with the individual to determine whether a reasonable accommodation can be made without resulting in undue hardship. We may need information from an employee's physician(s) or other health care provider(s) to determine whether an appropriate reasonable accommodation can be implemented.

Determining whether a reasonable accommodation exists and is appropriate is an individualized process. Decisions will be made on a case-by-case basis, depending upon the individual involved, the essential functions of the job in question, and any other relevant factors. Although we cannot guarantee that we will provide any particular accommodation or an accommodation that has been requested by the individual, we will do our part to ensure that individuals with disabilities have an equal opportunity to compete in the workplace.

## **Compensation**

Your pay rate will be explained to you at the time you start work. If your pay rate changes during your employment (for example, if you are awarded a raise or if your pay rate should be decreased for some reason), any change generally will be communicated to you by the Operator or Operations Director.

Pay rates for team members may be different because of factors or circumstances which apply to each individual, including but not limited to experience in our Restaurant, experience in the restaurant industry, job performance, attitude and other factors.

Pay raises are based on business factors including, but not necessarily limited to, job performance, merit, attendance and attitude.

Pay rates/raises/bonuses are confidential and if discussed with other team members you will be subject to punishment up to termination.

You will have the opportunity to sign up for Direct Deposit.

### **Pay Periods**

- The pay period for our Restaurant ends bi-weekly on Saturday. Employees will receive a paycheck once every two weeks.
- Normally, your paycheck will be available on the **Thursday** after the pay period ends.
- You cannot receive your check in advance of the end of the pay period.
- You cannot cash your check in the Restaurant.
- Final paychecks **will not** be issued until TM uniform is returned cleaned.

### **Overtime Premium Pay**

- 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 our Restaurant begins on Sunday at 12:01 a.m. and ends on Saturday at 12:00 a.m. In addition, the "workday" is defined as beginning at 12:01 a.m. each day and ending at midnight that evening.
- **You are directed not to work any overtime unless it has been specifically approved by your Operator and/or a member of the management team.**

State or local law may set forth different, additional or conflicting requirements. In that event, our Restaurant complies with all laws and follows the law most favorable to the employee.

## **Breaks & Employee Meals**

Depending upon the hours you work on a given day, you will be entitled to various breaks. The Operator and/or Manager on Duty will coordinate all breaks to make sure that the necessary number of team members are on duty at all times.

### **Breaks**

Team members are permitted to take one unpaid break for up to (30) minutes. Employee meals are covered in amounts up to \$9.50, not including tax. We offer an unpaid 30 minute break, or a paid 20 minute break to individuals 18+. If you are working 10 hours or more you will receive 2 break opportunities with the same guidelines previously stated. All team members and management must clock out for breaks regardless of paid or unpaid.. You are not allowed to leave the premises during a paid break. Your break must not exceed 30 minutes unless prior approval by management.

You should take your break only at a time approved by the Manager on duty. Additional procedures you will need to follow with regard to your breaks will be explained.

If a sudden rush occurs, you may be called back to work from a break. If this occurs, you may be permitted to finish your break after the rush subsides. Whenever possible, you will be allowed to complete your break in one interval. **Employees are able to eat meals/items purchased with their discount at a later time than their break, however they are not permitted to leave the property with discounted food. This is an exception for closers who use their meal discount at closing hours.**

### **Employee Meals**

**As a team member, your break food is discounted up to \$9.50, This is only when you are working. Drinks are at no cost except for OJ, Milk and Apple Juice.**

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

- To obtain your break meal, you should order your meal from the front counter (as a customer would) or the CFA App. Your order should be filled by the leader when your order is taken and should be entered as an employee meal. **ONLY Team Leaders or Managers may fulfill your meal.**
- You will not be allowed to make your own order in the kitchen. It will be made by the kitchen team members when the order is rung up.
- You must eat your meal in the Restaurant in the areas designated by our Restaurant's management as appropriate for team member dining. **You may not take your meal off the premises.**
- Leaders and Team Members are not allowed to take any food home with them at the end of their shift unless they have a receipt that will validate the purchase.

Your meal is 50% free and your drink is free unless you get lemonade, and in that case the lemonade and drinks listed above are full price.

### **Attendance and Punctuality**

Team members are expected to report to work as scheduled, on time and prepared to start work. Late arrival, early departure or other deviations from scheduled hours are disruptive and must be avoided. If

you arrive after your scheduled time, you must notify the Operator or the manager on duty immediately. Team members also are expected to remain at work for their entire work schedule, unless released early by the Operator or manager on duty.

If, for any reason, you will be tardy or unable to report for work on a scheduled workday, you must call the manager on duty at least two hours, or as soon as is practicable, before the time you are scheduled to begin work and provide management with a valid reason or explanation, as well as the expected duration of any absence. Similarly, if you need to leave work early for any reason, you must first obtain the permission of your immediate supervisor or the Operator. Failure to notify your supervisor of any anticipated or unanticipated absence, the need to leave work early, or delay in reporting for work may be grounds for disciplinary action, up to and including termination, except as may be provided by applicable law.

Excessive absenteeism or tardiness may result in disciplinary action, up to and including termination of employment. If you fail to report to work without any notification to the Operator or the manager on duty and your absence continues for a period of three days, we will consider that you have abandoned your employment and have voluntarily terminated your employment.

### **Time Recording**

Please adhere to the following procedures concerning recording your work time:

- You must clock in on the cash register timekeeping system at the beginning of your shift.
- You must clock out on the cash register timekeeping system at the end of your shift.
- **Do not work “off the clock.”** This means that team members may not perform any work at any time when not clocked-in to work.
- You must record your own work hours. Do not clock in or out for another team member.
- If you believe that you need to begin work early (prior to the start of your scheduled shift), or stay late (after the time your shift is scheduled to end), you must obtain approval of the manager on duty. You should obtain this approval before you perform any work during any time in which you are not scheduled to work.
- Notify the Operator or the manager on duty immediately of any timekeeping error, any error on our timekeeping system, or any error on your paycheck, so that we can look into the matter and make any necessary corrections promptly.
- If you forgot to clock out please fill out the time clock adjustment sheet on the office door.
- Additional procedures you will need to follow with regard to time recording will be explained.

### **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 our Restaurant.

- **Customer Service.** Your main responsibility as a team member is to help provide our customers with efficient, courteous service, quality food, and a clean, pleasant environment for their dining. Therefore, the following are required of all team members:
  - Please remember to always smile at the customer and be friendly.
  - Please remember to treat every customer (and all individuals) with honor, dignity and respect.
  - Although we strive for 60-second service, please do not rush the customer.
  - Remember that the customer is always right. Please do not argue with a customer. If you have a situation with a customer that you cannot handle or that the customer feels has not been handled adequately, then notify the Operator or team leader immediately.
  - Always stay at your assigned position, unless otherwise directed by the Operator or the manager on duty.
  - Practice CAST (cleanliness, attentive and courteous, speed, taste)
  - Core 4 (make eye contact, share a smile, speak enthusiastically and Always say “**My Pleasure**”)
  - *Video: What is good customer service? Recipe for service*
- **Other General Responsibilities.** The following responsibilities also are a part of most jobs at our Restaurant, and are vital to providing our customers with the best possible experience every time they visit our Restaurant.
  - When you are working as a cashier or otherwise providing food orders to customers, always double-check the order to ensure it is correct before giving it to the customer.
  - When you are working as a cashier, never leave a cash register drawer open. Only work out of the drawer assigned to you.
  - Everyone is responsible for helping to ensure that stock is rotated properly.
  - Everyone is responsible for helping to ensure that the Restaurant is as clean as possible.
  - Avoid wasting food, paper products, cleaning supplies, etc.

These lists are not all-inclusive or exhaustive. Other responsibilities apply to every job at our Chick-fil-A Restaurant. Your supervisor(s) will familiarize you with your responsibilities during training.

### **Age-Restricted Activities**

For team members who are 14-17 years old, the law provides that certain tasks in our Restaurant are prohibited. In addition, there are certain hours of work restrictions that apply to employees who are under age 18, particularly those who are 14-15 years old. Information concerning age-restricted activities and hours of work can be found in the employment postings of the Restaurant. If you have any questions in this regard, please see the Operator or the manager on duty.

If you are in doubt as to whether a particular activity or time of work is prohibited for a team member of your age, then you should refrain from performing the task or working at the particular time until you have consulted with management and obtained proper guidance and direction.

## **Standards of Conduct & Disciplinary Actions**

Chick-fil-A of Denham Springs does not believe it is necessary to list exhaustively every work rule or standard of conduct for our team members. All team members are expected to perform their jobs well, to conduct themselves in a professional manner at all times, and to treat others with honor, dignity and respect. Additionally, all team members are expected to comply with any rules applicable to employment in our Restaurant (including, but not limited to, the rules set forth in this Handbook).

Disciplinary action is logged and tracked through a point system. This system is utilized through OneClick, and each issue is known as an infraction. Each infraction has their own set point value. You can view your profile in OneClick to see the scale of points and each of their causes.

In some instances of rule violations, improper conduct or unsatisfactory job performance, progressive disciplinary action, free from point restriction, may be appropriate. Serious instances of rule violations, improper conduct or unsatisfactory job performance, as determined by the Operator, may result in severe forms of disciplinary action, up to and including immediate termination of employment, without prior progressive disciplinary action. The following are among the most common examples for severe disciplinary action, including immediate dismissal:

- Violation of our Civility, Equal Employment Opportunity & Non-Harassment policy;
- Violation of our policy prohibiting violence in the workplace;
- Clocking another team member in or out;
- Clocking in or out for a team member who did not work, or otherwise submitting to be paid for time not worked;
- Reporting to work under the influence of alcohol or illegal drugs;
- Insubordination or disrespect to the Operator or team leaders;
- Excessive unexcused tardiness or absence, or failure to notify the Operator or team leader of tardiness or absences in a timely manner;
- Dishonesty or falsification of employment or other records or documents;
- Use of inappropriate language or other inappropriate behavior directed toward other employees, customers or third persons including, but not limited to, profanity, obscenity, cursing, or other foul or offensive language in the Restaurant and/or loud or disruptive language, fighting, or conduct;
- Failure to follow our procedures on cash and coupon accountability;
- Cash theft which includes, but is not limited to:
  - Taking money from the cash register (which may be revealed by a cash shortage);
  - Writing over rings for entries not made;
  - Failing to ring up a sale or a part of a sale;
  - Purposely giving too much change.
- Food theft which includes but is not limited to:
  - Giving away food over the counter without receipt of the appropriate payment and/or coupons in exchange;
  - Giving away food to team members who are not working that shift without receipt of the appropriate payment;

- Intentionally over-portioning products;
- Taking food home without payment after closing or finishing your shift;
- Storing food for later pick-up without payment;
- Sharing break food with an individual who is not a team member;
- Signing for food or goods not delivered;
- Eating during your shifts while not on an approved break;
- Giving out unauthorized promotional material or discounts.

Where progressive discipline is appropriate, the following types of disciplinary action may be taken, in no particular order:

- Verbal warning(s)
- Written warning(s)
- Suspension without pay
- 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, the Company retains the right to skip any of these steps of progressive discipline if circumstances necessitate. The Company also reserves the right to discipline an employee at any time for inappropriate conduct or behavior, whether or not such conduct is referenced or mentioned in this policy.

Nothing in this policy is a guarantee that any particular disciplinary steps will be followed in any given case, or at all, and this policy does not reflect any contractual agreement or right of any team member that any particular disciplinary steps will be followed in any given case. Employment at Chick-fil-A at our Restaurant remains at-will.

### **Appearance**

We have high standards concerning uniforms and personal appearance, as this is an important element of providing outstanding service to and instilling confidence in our customers. An attractive, professional uniform and overall appearance will communicate to customers that we care about customer service, quality, and cleanliness.

#### **Uniforms**

- Team members who work on average 30 hours per week or more will receive two uniforms at no cost. Team members who work on average less than 30 hours per week will receive one uniform at no cost. Your free uniform consists of pants, shirt, belt, and nametag. Other items, such as visors, may be provided depending upon your position.
- Shoes must be solid black and slip-resistant. Closed heel and closed toe styles required.
- All uniform items (including belts, outerwear, jackets, and caps) must be from the ChickfilA TeamStyle collection.
- All garments should fit properly and be clean, pressed (as applicable) and in good condition (i.e., no holes, fraying, stains, discoloration, etc.).
- Proper undergarments must be worn by all team members.
- Team members must present a professional appearance (neat, clean and well groomed).

- Chick-fil-A name tags must be worn at all times, on outermost garment, on the team member's right chest. Other miscellaneous pins, buttons, stickers and/or ribbons may not be worn on the uniform or affixed to nametag.
- All shirts (except maternity tops) must be worn tucked in.
- Men's polo shirts must be worn with at least the bottom button fastened.
- All buttons must be fastened on women's shortsleeved woven (buttonfront) and ¾sleeved woven shirts. Women's white longsleeved shirt may have top button unfastened.
- Men must wear solid white or black tshirts (no printing or graphics) under all shirts. Tshirts are optional for women. All tshirts must be in good condition (with no holes, fraying, discoloration, etc.). tshirt sleeve length should not extend below bottom edge of TeamStyle shirt sleeve.
- Mock turtlenecks, from the TeamStyle collection, may only be worn under polo shirts, woven (buttonfront) shirts or sweater vests.
- Pants must fit properly and must be hemmed to fall at midpoint of heel. Cuffed and/or pegged pants are not acceptable.
- TeamStyle belt must be worn and must be trimmed so that end does not hang below belt line.
- Shoes must fit properly with laces tied, unless limited by temporary medical conditions requiring corrective orthopedic devices (due to broken bones, surgeries, etc.).
- Females must wear solid black socks, black hose or fleshtoned hose. Males must wear solid black socks.
- ChickfilA neckties must be worn with all longsleeved men's shirts. Ties should be properly knotted and securely fastened and fall to the midpoint of the belt buckle. Ties must not be worn with shortsleeved, buttonfront shirts or with women's shirts.
- ChickfilA TeamStyle caps/visors may be worn at all times. Caps/Visors must be clean and have no visible stains or discoloration. Caps/visors should be worn on the head with the bill facing directly forward and above the eyebrows so that eyes are clearly visible under brim of cap.
- Only Chick-fil-A team style jackets may be worn.

### **DURING WINTER!!**

- Inner layers worn under your Chick-fil-A jacket must be neutral colors, i.e. black, grey, white, red and navy blue.
- The outermost layer MUST be a chick-fil-A jacket.

### **Masks**

- Any worn masks must be a Chick-fil-A Oobe teamstyle mask, or legitimate medical KN95 mask.
- Only black, black, and default colors are permitted for the KN95.

### **Jewelry**

- Earrings must be a solid stud, two in each earlobe permitted for women, one in each ear for males. A stud by definition, is any singular small, simplistic one piece earring. This permits stars, circles, squares, pineapples, anything that does not extend beyond the bottom lobe.
- Rings must be limited to a wedding band and engagement ring.
- Nose rings are permitted as a single stud, in the smallest available size.

- No dangling jewelry, necklaces must be tucked in to the shirt.
- Neutral watches are permitted, meaning not overly large or extravagant in style, in customer service areas only.

### Grooming

- Good personal hygiene is expected of team members when they report for work (e.g., neatly trimmed beard and mustache, bathed and with appropriate application of body deodorant).

### Facial Hair

- Acceptable facial hair styles include:
  - o Cleanly shaven.
  - o Short neatly trimmed mustaches.
  - o Short, neatly groomed goatees with well-defined lines.
  - o Short is defined as hair up to 1/2" in length (#4 standard trimmer guard)
  - o Neatly trimmed means there is a defined line where hair ends. For example, with a beard, hair should end where the jawline meets the neck, above the Adam's apple.



- Unacceptable facial hair styles include:
  - o No undefined lines, shavings, carvings, designs or extreme styles (no chinstraps, chops, handlebar, etc.)

### Hair

- Hair must comply with local Health Department requirements. It must be clean and worn in good taste so as not to be distracting to customers or fellow team members. Hairstyles must be neat and professional in appearance. Unnatural hair colors or eccentric styles (e.g., Blue, Green, etc., Mohawks, shaven designs, etc.) are not permitted.
  - Females: Hair that falls around face must be tied back using a simple hair band or barrette that has no loose or dangling parts. Hair restraints must be worn in kitchen at all times. False eyelashes are not acceptable.
  - Males: Hair that falls around face must be tied back using a simple hair band with no loose or dangling hair. Sideburns trimmed to no longer than bottom of earlobe. Hair restraints must be worn in kitchen at all times.
- Makeup must be subdued and worn in good taste so as not to be distracting to customers or fellow team members.

- Fingernail polish must not be worn in food preparation areas; if worn elsewhere, it must be a solid color, no glitter, worn in good taste and worn only in customer service areas.
- False fingernails are allowed in the FOH, but must be covered with gloves while working indoors.
- Fingernail gems, or ANY attachments, are not allowed.
- “Offensive” Tattoos on body parts exposed to the customer are not acceptable. Such tattoos on visible areas must be covered by the approved uniform and/or waterproof makeup. (Adhesive or other types of bandages may be unacceptable due to food safety concerns. Bandages on hands must be covered by gloves.)
- Perfume or cologne must be subdued in fragrance and not be distracting to customers or fellow team members.
- Certain body modifications (e.g., face piercings other than the nose, gauges, lip rings, etc.) visible to customers are not acceptable.
- Nose Piercings are allowed but limited to:
  - a single metal stud with no attached decoration or gemstone, or a single flesh/clear-toned retainer.

NOTE: No other visible piercings, visible or other are allowed, and band aids should not be worn to cover piercings.

Any other appearance or grooming issue not covered in this section may be addressed at the discretion of the Operator or leader. The Operator may make case-by-case assessments on any other appearance-related issues and can restrict work of a team member if any issues cannot be corrected in an acceptable period of time.

Chick-fil-A of Denham Springs will, consistent with the requirements of federal, state or local law, consider making reasonable accommodations with respect to dress or grooming requirements that are directly related to a team member’s religion and/or ethnicity. If an accommodation of this nature is required, please notify the Leader and please be prepared to discuss potential reasonable accommodations.

### **Social Media**

Team Members are personally responsible for the content that they publish online (such as Facebook, Twitter, Blogs, Videos, Live Feeds, etc.). Team members are not to provide confidential or other proprietary information and should not post customer or vendor information or photos without permission. Of course all postings and comments should be in keeping with our commitment to Hospitality.

### **Use of tobacco products prohibited**

Smoking is prohibited in all areas of the Restaurant, grounds, and/or in view of the customer, including outdoor areas such as the playground, parking lot, entry points, landscaped areas, and dumpster pads. This also includes e-cigarette (vaping)

## **Workplace Violence**

To help create a safe workplace, and consistent with our commitment to treating every individual with honor, dignity and respect, Chick-fil-A of Denham Springs has a zero tolerance stance concerning violence (or threats of violence) in the workplace. Absolutely no workplace violence or threats of violence will be tolerated.

For purposes of this policy, workplace violence is defined as the deliberate and wrongful violation, damage, or abuse of other persons, one's self or property, and includes threats of violence. Prohibited conduct includes, but is not limited to:

- Fighting, or any act or threat made by a team member against another person's life, body, health, well-being, family or property, including but not limited to assault, battery, intimidation, harassment, stalking or coercion.
- Any act or threat of violence that endangers the safety of team members, customers, vendors, contractors or the general public.
- Any act or threat of violence made directly or indirectly by words, gestures or symbols.
- Any behavior or actions that carry a potential for violence (i.e., throwing objects, waving fists, destroying property, etc.).
- Use or possession of a firearm or any weapon by a team member on the Restaurant premises, including the parking areas.

All team members have a responsibility to help keep the workplace violence free. To help ensure a violence-free workplace, any and all acts or threats of violence must be reported to management. All team members are required to notify the Operator or the manager on duty immediately of any violent or threatening behavior, whether engaged in by or directed toward a team member, management member or third party. Additionally, team members should report any comments or suggestions from anyone concerning the possibility that someone might be planning to harm, threaten or intimidate another person at or from work.

Any team member found to have engaged in conduct prohibited by this policy will be subject to disciplinary action up to and including termination of employment.

## **Workplace Safety**

The safety of team members, customers and others who come into contact with our business is very important to Chick-fil-A of Denham Springs. Accordingly, we strive to maintain safe working conditions for all team members, as well as safe conditions for customers and third parties.

Team members are expected to perform their responsibilities in the safest possible manner. Team members should use all appropriate measures and precautions to protect themselves, customers and co-workers. Accordingly, the following non-exhaustive list of workplace safety rules applies:

- Team members are expected to report immediately any unsafe conditions or safety hazards to their immediate supervisor or the Operator.
- Team members should immediately clean up any spills or, if it is impractical to do so, should promptly notify their supervisor or the Operator that a spill has occurred and needs to be cleaned up.
- Team members should be aware of the location of the Restaurant's first aid kit and fire extinguishers.

- Team members are expected to report any suspicious person(s) or activity to the Operator or the manager on duty as quickly as possible.
- **Team members must report immediately any accident or incident that occurs on the job and results in an injury or the possibility of an injury – no matter how minor it may seem at the time – to the Operator or the manager on duty.**
- Fighting or horseplay on the job is prohibited.

### **Security Procedures During a Robbery**

- **Try to remain calm.**
- **Cooperate.** Do not argue with robber; do exactly as robber asks, unless robber asks you to leave building with him/her.
- **Avoid leaving building with robber.** If necessary, pretend to faint or try to run away if opportunity presents itself.
- **Assume all weapons are loaded.**
- **Warn robber of any possible surprises.**
  - o Anticipate and explain possible surprises or noises, such as cooking equipment noises, a team member in back of Unit or team member returning from an errand.
  - o Tell robber what you are going to do before you do it.
  - o Do not make sudden movements.
- **Ask for clarification** if you are not sure of robber's instructions.
- **Activate silent alarm** only if this can be done without risk to you, other team members or customers.
- **Avoid any action that could threaten safety** of yourself or others.
  - o Do not resist or try to be a hero.
  - o Do not attempt to use a weapon.
  - o Do not attempt to withhold money from robber.
  - o Do not try to follow or chase robber from building.
- **Preserve evidence and memorize details** to assist police.
  - o If you receive a note from robber, keep it safe and avoid handling it unnecessarily to preserve fingerprint evidence.
  - o Attempt to observe robber's physical features (e.g., build, coloring, tattoos, scars) and distinguishing characteristics (e.g., clothing, footgear, jewelry, gun type) without looking directly at robber.
  - o Look for traits that will help you complete a "Suspect Description Form."
  - o If you recognize robber, be careful not to indicate this.

### **Workers' Compensation**

In accordance with state law, Chick-fil-A of Denham Springs provides insurance coverage for employees in case of work-related injury. The workers' compensation benefits provided to injured employees may

include medical care, cash benefits to replace lost wages, and/or vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure that you receive any workers' compensation benefits to which you may be entitled, you will need to:

- Immediately report any work-related injury to the Operator and/or the manager on duty.
- Seek medical treatment and follow-up care if required.
- Provide the Operator with a certification from your health care provider regarding the need for workers' compensation disability leave and your ability to return to work from the leave.

In most circumstances, upon submission of a medical certification that a team member is able to return to work from a workers' compensation leave, the team member will be offered the same position held at the time the leave began or an equivalent position, if available. If the same position or its equivalent is not available, an employee's return to work will depend on job openings existing at the time of her/his scheduled return. A team member returning from a workers' compensation leave has no greater right to reinstatement than if the team member had been continuously employed rather than on leave.

The location of the facility that provides medical treatment to team members who are injured in a work-related incident at our Restaurant is listed on informational posters that are on display in our Restaurant, or is otherwise available from the Operator. All team members will be referred to the indicated location. Team members who do not pre-designate their own physicians will be treated by the physician within the Medical Provider Network. After this initial treatment, you will be able to choose your physician within the Medical Provider Network.

We must notify the workers' compensation insurance company of any concerns of false or fraudulent claims. **Any person who makes or causes to be made any knowingly false or fraudulent material statement or material misrepresentation for the purpose of obtaining or denying workers' compensation benefits or payment may be guilty of a felony.**

Team members who are ill or injured as a result of a work-related incident, and who are eligible for family and medical leave under the federal Family and Medical Leave Act ("FMLA") and/or state law, will be placed on FMLA leave (and/or state medical leave) during the time they are unable to work, as applicable, up to a maximum of 12 weeks in a 12-month calendar year. Leave under the FMLA and applicable state law (if any) runs concurrently.

### **Team Member Property & Workplace Searches**

Chick-fil-A of Denham Springs reserves the right to conduct workplace searches when necessary. Team members should not have any expectation of privacy with respect to any aspect of the Restaurant premises including, but not limited to, any locker or other storage area that may be provided for the use of the team member. Additionally, team members should not have any expectation of privacy with respect to any property brought onto or received at our 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 employees from bringing prohibited items (such as weapons or illegal drugs) to work.

Any personal items brought onto our property by a team member may be subject to search by management, security or law enforcement. Although certain situations may arise in which searches of team member property may not be made without the team member's consent, failure to provide such consent may be considered cause for disciplinary action up to and including discharge.

Team members should not have any expectation of privacy where Restaurant 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 may 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.

### **Telephone and Electronic Communications**

#### **Telephone:**

The telephone is to be used by management for business purposes. Please inform your friends and family not to call you at work, except in an emergency. **No cell phones or pagers are allowed unless you are a Manager.** No one else may have a cell phone or pager on them. If management see's you with your cell you will be written up and the phone will be put in the manager's office. You will be able to collect your cell phone when you clock out to leave.

When answering the phone, do as follows:

- "Thanks for calling Chick-fil-A Denham Springs, this is (your name) how may I serve you."
- Please take all messages on the message pads, not a bag!! And put them in the office.

The telephone in our Restaurant (including any voice mail or voice messaging system) is the property of our business, and generally should be used only for calls involving the Restaurant's business and business-related activities. Accordingly, our policy is that any communications through the Restaurant's telephone and voice mail system at our Restaurant should generally have a business purpose.

Similarly, the computer(s) or computer system(s) in the Restaurant are the property of our business, and should be used only for business purposes. Chick-fil-A **Denham Springs** may access or monitor its electronic communications (including but not limited to the e-mail and internet systems in our Restaurant), and may obtain the communications and information contained within those systems without notice to users.

Team members should understand that there should be no expectation of privacy by any team member as to his or her usage of the Restaurant's telephone, voice mail, computer, e-mail, internet or other electronic communications device, system or mechanism.

### **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 should verify the beginning cash total in your cash drawer. If you fail to count the drawer, it will be assumed that you agree with the beginning total determined by the team or shift leader, or the Operator.
2. You should not allow any other team member (including team leaders) to use your cash drawer.
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. When you finish your shift, you may only count your drawer in the presence of the Operator or team leader. If you decide not to count your drawer with the team leader, the team leader will

count the drawer and it will be assumed that you agree with the ending cash and coupon total determined by the team leader.

5. It is against Restaurant 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.
6. Team members should never store or place cash or coupons in their pockets or otherwise on their persons.

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. Negligent or purposeful losses may result in forfeiture of pay to the extent allowed by applicable law. Additionally, you should understand that the Company may investigate all losses for possible prosecution. All team members, as a condition of employment, are required to cooperate with any investigation conducted by the Operator, another authorized representative of Chick-fil-A of Denham Springs or any authorized law enforcement agency.

#### **Handling Money and Coupons:**

- Lay all bills on top of the drawer until the proper change is given to the customer, then place the bill into the correct slot in the cash tray
- Give back the change by placing the coin into the guest's hand and counting back the bills.
- The premiums key should rarely be used. The only exception is when we have no key available to ring up that item or it is a large catering order. Only managers should ring up large catering orders.
- Only management should ring up employee meals. It should be rung up on the manager register. It must be paid for before it is eaten!!
- Coupons/ discounts/ free food will be accepted for the proper size, as noted on the coupon. If it has an expired date, let your guest know and tell them that it will be your pleasure to accept it. Please read all coupons carefully.
- Coupons are like cash, don't lose them, if you do, it is like being short money. You will be held accountable, so put them under the drawer.
- Promo free should always match the number of coupons under your drawer. The only exception is if a manager or operator told you to give something away. When this occurs, please print a receipt and have the manager or operator sign it, and then put it in your drawer.

Quick-change artists are always watching you. They can be men, ladies, and teenagers who are looking for a victim. These people are trying to steal money from you in public without you realizing it. Thus you are not to give change to anyone unless a purchase is made. Make the change in the most practical manner and shut your register drawer. If the guest asks you to make change in a different way, call the manager. If a manager is not around, let the guest know that you were not able to give them change because you need the bills for other guests. Just close your register!! If you don't, unfortunately, this is when a quick-change artist starts their work. They will talk to you while you are giving them back their change, then they will try to confuse you and ask you to make smaller change for a bill, then come right back while you are making change for that bill and tell you to forget it, and to give them back the original bill. By this time- after going back and forth, you will be totally confused. Be aware, just don't give anyone change unless you call for a manager. These artists will also try to embarrass you by shouting at you and causing a scene. If you sense that this is happening to you close your register; walk away to find a manager. This also holds true for counterfeit bill passers. They will almost always make a very small purchase like a coke or sandwich and pay you with a \$20, \$50, or \$100 bill. Be aware. Check all bills by reading the front bottom of the bill. Make sure it reads what the corners say. Just don't look at the corners. Check to see if it has a strip near the edge of the bill that runs from top to bottom. ***The most effective***

***way to check a large bill is to look at the lower right hand corner and make sure that the hologram of the denomination changes colors as you move the bill.*** If a customer pays with a \$50 or a \$100 bill you must get change for the bill from a manager who will check to see if it is counterfeit. You can then give the change to the customer and let them pay with a smaller bill.

### **Military Leave and Reinstatement Rights**

Chick-fil-A of Denham Springs 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 Uniformed Services Employment and Re-Employment Rights Act (“USERRA”) informational poster that is posted in our Restaurant.

### **Family and Medical Leave**

Chick-fil-A of Denham Springs will grant family and medical leaves of absence to eligible employees in accordance with the requirements of the federal Family and Medical Leave Act (“FMLA”) and **[any applicable state or local law concerning this subject]**. (Where state law provides for family or medical leave, FMLA and state law leave will, to the extent allowed by law, run concurrently.) Eligible employees will be provided the most generous benefits available under either federal or state law, where state law applies.

An employee should contact the Operator, or the [manager or duty], as soon as the employee becomes aware of the need for a family and medical leave. This policy sets forth a summary of our policy in this regard, and employees’ rights to family and medical leave.

### **Employee Eligibility**

To be eligible for FMLA leave, an employee must: (1) have worked for the Operator for a total of at least 12 months; (2) have worked at least 1,250 hours for the Operator over the previous 12 months; and (3) work at a location where there are at least 50 employees employed by the Operator at the location within a 75-mile radius.

### **Reasons for Leave and Amounts of Leave**

An eligible employee may take up to twelve (12) workweeks of unpaid leave during a 12-month calendar year for the following reasons:

- **Birth, Adoption or Foster Care** – because of the birth of a child and care of the newborn, the adoption of a child, or the placement of a foster child with the employee;
- **Employee’s Own Serious Health Condition** – because of the employee’s own serious health condition;
- **Family Member’s Serious Health Condition** – to care for a son or daughter, parent, or spouse with a serious health condition; or
- **Active Duty Exigency** – because of qualifying exigencies arising out of the fact that the employee’s spouse, child, or parent is on, or has been notified of an impending call to, active duty with the Armed Forces (if the spouse, child or parent is a member of the National Guard or Reserves or is a retired member of the Armed Forces or Reserve). Qualifying exigencies are: (1) short notice deployment, (2) military events and related activities, (3) childcare and school activities, (4) financial and legal arrangements, (5) counseling, (6) rest and

recuperation (limited to five days), (7) post-deployment activities, and (8) other activities, provided that the Operator and the employee agree that the activity qualifies.

A “serious health condition” means an injury, illness, impairment, or physical or mental condition that involves either (1) inpatient care (i.e. an overnight stay) in a hospital, hospice, or residential medical care facility (including any period of incapacity or any subsequent treatment in connection with the inpatient care), or (2) certain types of continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of his or her job or prevents the family member from participating in school or other daily activities. Subject to certain conditions, “continuing treatment by a health care provider” includes: (a) a period of incapacity for a health condition lasting more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment; or (b) incapacity due to pregnancy; or (c) incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

An eligible employee may take up to twenty-six (26) workweeks of unpaid leave during a single 12-month period for the following reason:

- **Serious Injury or Illness of a Covered Servicemember** – to care for a current member of the Armed Forces (including a member of the National Guard or Reserves) who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties and for which the servicemember is undergoing medical treatment, recuperation or therapy or is otherwise in outpatient status or on the temporary disability retired list, if the employee is the spouse, son, daughter, parent, or next of kin of that servicemember.

During the single 12-month period in which leave is granted for a serious injury or illness of a covered servicemember, an employee shall only be entitled to a combined total of twenty-six (26) workweeks of leave for both that leave and any FMLA leave taken during that period for any other reason.

### **Intermittent and Reduced Schedule Leave**

Eligible employees may take family or medical leave intermittently (e.g., in blocks of time) or by reducing their work schedule in certain circumstances. If leave is taken to care for a child after birth, adoption or foster care, an employee may take the leave intermittently or on a reduced work schedule only with the Operator’s permission. If leave is taken because of the employee’s own serious health condition, a family member’s serious health condition or a serious injury or illness of a covered servicemember, an employee may take the leave intermittently or on a reduced work schedule only if it is medically necessary. Employees who are on an approved family or medical leave of absence may not perform work for any other employer during that leave.

### **Notice of Need for Leave**

An employee who needs to take family or medical leave (except for leave due to an active duty exigency) ordinarily must provide his or her supervisor with at least 30 days’ notice of the need for leave, if the need is foreseeable. If the employee’s need for family and medical leave is not foreseeable, the employee should notify the Operator or the manager as soon as practicable (but generally at least two hours before the time scheduled to begin work). Requests for leave (or for an extension of leave) should be submitted in writing to the Operator. When leave is needed for planned medical treatment, the employee must try to schedule the treatment in such a way as to limit disruptions of the employee’s schedule.

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

## Certification

Employees who need leave for the employee's own serious health condition, a family member's serious health condition or a serious injury or illness of a covered service member must provide medical certification of the serious health condition or injury from a health care provider. We may, at our own discretion, also require a second or third opinion (at our expense), periodic re-certifications of a serious health condition, and, when the leave is the result of the employee's own serious health condition, a fitness for duty report to return to work. Employees who need leave due to an active duty exigency will also be required to provide a certification of such need. If the employee fails to provide proper advance notice or certification for leave, the leave may be delayed or may not be designated as family and medical leave under this policy.

When an employee requests leave, the Operator will inform the employee whether he or she is eligible under the FMLA. If the employee is eligible, the notice will specify any additional information required and the employee's rights and responsibilities. If the employee is not eligible, the Operator will provide a reason for the ineligibility. The Operator will also inform eligible employees whether or not their leave will be designated as FMLA-protected and the amount of leave counted against the employee's FMLA leave entitlement.

## Compensation and Benefits During Leave

Family and medical leave is unpaid. Depending on individual circumstances, an employee may be eligible for short-term disability, long-term disability or workers' compensation insurance coverage while on FMLA leave.

An employee's use of family and medical leave will not result in the loss of any employment benefit that the employee earned or to which the employee was entitled before using family and medical leave.

## Job Reinstatement upon Return from Leave

Under most circumstances, upon return from family and medical leave, an employee will be reinstated to his or her previous position, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee on family or medical leave does not have any greater right to reinstatement than if the employee had been continuously working during the leave period. **[Certain highly compensated "key employees" (as defined by the statute) may be denied reinstatement when necessary to prevent "substantial and grievous economic injury" to the Company's operations.]**

An employee returning from leave due to his or her own serious health condition must provide a fitness-for-duty certification from his or her health care provider that he or she is able to resume work. If the employee is returning from family and medical leave taken due to his or her own serious health condition, but is unable to perform the essential functions of the job because of a physical or mental disability as defined by law, we will attempt to provide a reasonable accommodation if possible.

## Additional Employee Rights Under the FMLA

The FMLA makes it unlawful for any employer to interfere with, restrain or deny the exercise of any right provided under the FMLA or to discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA. If employees have any concerns regarding their FMLA leave or their rights under the FMLA, they should feel free to talk with the Operator about those concerns. An employee also may file a complaint with the U.S. Department of Labor or may bring a private lawsuit to enforce FMLA rights. The FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law which provides greater family or medical leave rights.

### **Jury Duty Leave**

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

### **Resignation**

When an employee resigns from employment, it may be considered customary to provide at least two weeks advance notice of resignation where practicable. Some employees may give a longer notice in order to allow their employer to plan accordingly before the resigning employee departs. If you choose to resign from your employment at our Restaurant, we would appreciate your providing us with as much advance notice as is practicable for you under the circumstances -- although you are not required to provide any length of advance notice at all. Please remember that, whatever notice you are able and choose to provide, your employment with Chick-fil-A of Denham Springs remains at-will, which means you have the opportunity to resign your employment at any time you choose.

Upon receipt of notice of a team member's resignation, the Company reserves the right to choose to release the team member immediately or at some date prior to the team member's requested or designated last day of work, rather than waiting for the end of the notice period.

### **Termination of Employment**

Consistent with our at-will employment policy, Chick-fil-A of Denham Springs reserves the right to terminate any team member's employment on an at-will basis at any time with or without notice or cause, for any reason not prohibited by law. In the event of termination, team members will be provided with their final paycheck in accordance with applicable law. Upon termination of employment (whether by voluntary resignation or involuntary discharge or otherwise), team members are expected to immediately return any and all Company property in the team member's possession, custody or control.

## **Team Member Acknowledgment of Probationary Period**

By signing below, I acknowledge that I understand my responsibility to continue learning and developing every day while serving at Chick-fil-A over the next 2 months. I understand that I will be given all tools, resources, and opportunities to learn and serve to the best of my abilities. I understand that each employee of the store will be held to the same standards as I am in. I understand that within the next 60 days I will be evaluated on my performance since starting at Chick-fil-A. Based on that evaluation, I understand that Chick-fil-A Denham Springs has full rights under the at-will employment policy to terminate my employment.

\_\_\_\_\_  
Team Member Name (Print)

\_\_\_\_\_  
Team Member Signature

\_\_\_\_\_  
Date

**TEAM MEMBER ACKNOWLEDGMENT OF RECEIPT OF HANDBOOK  
AND  
AT-WILL EMPLOYMENT POLICY**

By signing below, I acknowledge that I have received a copy of the Team Member Policy Handbook for Chick-fil-A of Denham Springs (the "Handbook"), and I understand that this Handbook sets forth many of the personnel policies applicable to my employment. I have read the Handbook carefully, and understand that I am expected to abide by the rules, policies, and standards set forth in the Handbook.

**I also acknowledge and agree that my employment with Chick-fil-A of Denham Springs is at-will, meaning that my employment is not for any specified period of time, that I can resign my employment with the Company at any time for any reason, and that the Company may terminate my employment at any time, with or without cause or advance notice, for any reason not prohibited by law.** I acknowledge and agree that no oral or written statements or representations regarding my employment can alter the foregoing.

I also acknowledge and agree that, except for the At-Will Employment policy statement in the Handbook, Chick-fil-A of Denham Springs reserves the right to revise, amend, modify, delete and/or add to the provisions of the Team Member Policy Handbook.

I also acknowledge and understand that no oral statements or representations can change the provisions of this Team Member Policy Handbook, and that no implied contract concerning any employment-related decision or term and condition of my employment can be established by any other statement, conduct, policy or practice.

Finally, by signing below I also specifically acknowledge that I have reviewed the Cash and Coupon Accountability Policy in this Handbook. I understand that I may be held responsible for negligent or purposeful losses in violation of that policy, and I hereby authorize Chick-fil-A of Denham Springs to withhold from my paycheck the amount of any such losses under this Policy to the extent allowed by applicable law.

\_\_\_\_\_  
Team Member Name (Print)

\_\_\_\_\_  
Team Member Signature

\_\_\_\_\_  
Date

**TEAM MEMBER ACKNOWLEDGMENT OF  
CIVILITY, EQUAL EMPLOYMENT OPPORTUNITY &  
NON-HARASSMENT POLICY**

By signing below, I acknowledge that I have received, read and understand the Civility & Non-Harassment Policy of Chick-fil-A of Denham Springs that was provided to me as part of the Team Member Policy Handbook I received on the date indicated below. I understand that I am expected to comply with all of the terms of this Policy. I understand that I have a responsibility to report immediately any discrimination, harassment, or retaliation that I believe I have experienced, witnessed or otherwise become aware of to the leadership individuals identified in this Policy. I further understand that any team member determined to have engaged in conduct of any nature that violates this Policy will be subject to appropriate disciplinary action, up to and including suspension or termination of employment.

\_\_\_\_\_  
Team Member Name (Print)

\_\_\_\_\_  
Team Member Signature

\_\_\_\_\_  
Date