

# **Chick-fil-A Citadel Crossing**

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## **EMPLOYEE HANDBOOK**

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**Effective January 1, 2024**

# Employee Handbook

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## IMPORTANT NOTICE

Chick-fil-A believes in keeping employees informed about our policies, procedures, practices, benefits, and expectations. The guidelines in this Employee Handbook (“Handbook”) are intended to provide an overview of such matters. All employees are expected to become familiar with the information in this Handbook and any other policies, procedures, practices, and benefits of Chick-fil-A. Any employee needing clarification of or having concerns about this Handbook is encouraged to discuss such matters with the Operator.

**NOTHING IN THIS HANDBOOK OR ANY OTHER POLICY, PROCEDURE, PRACTICE OR BENEFIT IS INTENDED TO CREATE AN EXPRESS OR IMPLIED CONTRACT, GUARANTEE, PROMISE, OR COVENANT. EMPLOYMENT AT CHICK-FIL-A IS AT WILL, MEANING IT MAY BE TERMINATED BY THE EMPLOYEE OR CHICK-FIL-A AT ANY TIME WITHOUT NOTICE, CAUSE, OR ANY SPECIFIC PROCEDURES.**

This Handbook supersedes and replaces any and all prior handbooks, manuals, policies, procedures, practices, or benefits. Because Chick-fil-A is a growing, changing organization, it reserves the right to add to, modify, or delete provisions of this Handbook or any other policy, procedure, practice, or benefit at any time without advance notice. For this reason, employees should check with the Operator to obtain current information regarding the status of any policy, procedure, or practice.

No one has the authority to alter the at-will relationship, to enter into an employment agreement, or to make any agreement contrary to this Handbook or Chick-fil-A policy except the Owner.

NOTHING IN THIS HANDBOOK IS INTENDED TO UNLAWFULLY RESTRICT AN EMPLOYEE’S RIGHT TO ENGAGE IN ANY OF THE RIGHTS GUARANTEED THEM BY SECTION 7 OF THE NATIONAL LABOR RELATIONS ACT, INCLUDING BUT NOT LIMITED TO, THE RIGHT TO ENGAGE IN CONCERTED PROTECTED ACTIVITY FOR THE PURPOSES OF THEIR MUTUAL AID AND PROTECTION. NOTHING IN THIS HANDBOOK WILL BE INTERPRETED, APPLIED OR ENFORCED TO INTERFERE WITH, RESTRAIN OR COERCE EMPLOYEES IN THE EXERCISE OF SECTION 7 RIGHTS.

# **About Chick-fil-A Citadel Crossing**

## **Vision & Values**

### **Chick-fil-A®, Inc. Background**

The Chick-fil-A® story started in 1946, when Truett Cathy opened his first Restaurant, The 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. He also 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 second largest quick-service chicken Restaurant chain in the United States with more than 1400 locations in 38 states and Washington, D.C. Chick-fil-A®, Inc. is still privately held and family owned.

### **Chick-fil-A® Inc. Purpose Statement**

“To glorify God by being a faithful steward of all that is entrusted to us and to have a positive influence on all who come in contact with Chick-fil-A®.”

### **Closed on Sundays**

Chick-fil-A® Restaurants are, and always have been, closed on Sundays. 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.

### **Our Chick-fil-A® Restaurant**

This franchised Chick-fil-A® Restaurant business is owned and operated by Operator Tucker Braun (hereinafter referred to as “Operator”).

### **Our Vision Statement**

To be Colorado Springs' Most Caring Company

### **Our Mission Statement**

Creating Moments Worth Remembering

## **Our Core Values**

Our core values are the core of who we are. Each Employee is expected to exemplify and continuously improve upon these. Each letter of our Core Values spells the phrase "SET GO".

- Selflessness - Think Others First
- Excellence – Pursue Mastery
- Teamwork – Cooperating Toward Greater Goal
- Growth - Continuous Improvement
- Ownership - Accept Responsibility

## **Commitment to Hospitality**

Together, at Chick-fil-A Citadel Crossing, we work hard to build a welcoming environment where everyone, everywhere is cared for and treated with honor, dignity and respect.

## **Commitment to 2nd Mile Service**

Chick-fil-A® at Citadel Crossing 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 Employee 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 Employees and others!

## **Discounts**

Senior Discount - Free Small Drink

Employee Discount - \$10 Credit

Police Discount - Free Meal

## **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 leader on duty.

If you are in doubt as to whether an 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 time until you have consulted with leadership and obtained proper guidance and direction.

## **Let's Communicate**

### **Employee Relations Philosophy**

We are dedicated to continuing what we believe to be an excellent employee relations program. We will do our best to maintain good working conditions, competitive wages and benefits, open communications, and employee involvement. Over the years, our Company has earned a fine reputation in our industry. We know that our reputation is a direct result of the loyalty, commitment, and continued efforts of our employees. We will continue to be open to your ideas about how to improve all areas of our business – in areas like customer service, safety, efficiency, and employee relations.

### **If You Have A Problem**

If you have any questions concerning your job or this handbook, or if you encounter any work-related problems, we encourage you to discuss your questions or problems with us. We cannot address any of your questions, concerns or problems unless we know about them.

If you have a problem, please talk with your immediate supervisor as soon as possible. Your immediate supervisor is the person responsible for what goes on in your immediate work area and may be in the best position to help you. Your immediate supervisor is an individual one level above you in the chain of command.

If you prefer not to speak with your immediate supervisor, or if you feel your immediate supervisor cannot or has not satisfactorily resolved the problem, contact the General Manager. If you have a complaint of harassment, discrimination or accommodation, please refer to the Equal Employment Opportunity policy or the Policy Against Harassment in this handbook.



Chick-fil-A takes all concerns and problems seriously that are brought to its attention. We will work to address your concern or resolve your problem as soon as possible under the circumstances. You are encouraged to utilize this procedure without fear of reprisal.

## **Authority Structure**

1. Operator and Operator's Wife - Tucker and Chelsea Braun
2. General Manager (hereinafter also referred to also as Leadership)
3. Directors (hereinafter also referred to also as Leadership)
4. Shift and Area Leads
5. Team Leaders
6. Team Members

## **Meetings**

Any meeting between any member of the leadership team and a team member must include the Operator and/or GM. The only exception is for a leader to inform the subordinate that an expectation infraction has been issued. If the subordinate would like to discuss further, the subordinate may reach out to the GM to schedule a meeting.

If any team member has a complaint against another team member, they must first address the issue with the accused team member, clarifying the grievance. If the offended team member continues to have an issue, they may take their complaint to an appropriate member of the Leadership team to schedule a meeting including the Operator and/or GM.

# **What You Can Expect from Us**

## **Introductory Period**

For every new employee, including rehires, the first ninety (90) days of employment is an introductory period. During this first ninety (90) day period, your job performance, attendance, attitude and overall interest in your job will be observed. While this is not a guarantee of continued employment, during this period, you may not be eligible for certain Company benefits. Employees who fail to demonstrate the commitment, performance and attitude expected by the Company may be terminated at any time during the introductory period. However, completion of the introductory period does not change or alter the “at-will” employment relationship. You continue to have the right to terminate your employment at any time, “with or without cause or notice,” and Chick-fil-A has a similar right.

## **Onboarding**

Following your acceptance of employment, the HR Director will discuss job duties and responsibilities. A copy of this Handbook will be available for you to read and review.

After reviewing the Handbook, you must sign the acknowledgement form at the end of the Handbook indicating your understanding of the information contained in the Handbook. This signed acknowledgement form will become part of your personnel file, your formal employment cannot begin until you have signed the acknowledgement form stating that you have read, understood and accepted this handbook.

## **Equal Employment Opportunity**

We are committed to providing equal employment opportunities to all employees and applicants without regard to race (including hair texture, hair type, or protective hairstyles that are commonly or historically associated with race), creed, color, sex (including pregnancy or transgender status), sexual orientation, gender identity, gender expression, religion, age, national origin, ancestry, disability (mental or physical), military or veteran status, pregnancy, genetic profile, marital status, or any other protected status in accordance with applicable federal, state, or local laws (“Protected Categories”).

Chick-fil-A will not discriminate against, retaliate against, discipline, discharge, or interfere with an employee who has inquired about, discussed, compared, or disclosed his or her wages or the wages of another employee; or who has brought charges, filed a complaint, or caused to be instituted an action based on disclosure of wage information made by an employee.

Chick-fil-A does not discriminate on the basis of any protected category with respect to the payment of wages. It is Chick-fil-A's desire to pay all employees' wages and salaries that are competitive with other employers in the marketplace in a way that will be motivational and equitable. Chick-fil-A sets wages that it deems appropriate for the degree of responsibility and skill for each position.

This policy extends to all aspects of our employment practices, including but not limited to, recruiting, hiring, discipline, firing, promoting, transferring, compensation, benefits, training, leaves of absence, and other terms and conditions of employment.

## **Requests for Accommodation**

Chick-fil-A is also committed to complying with the laws protecting qualified individuals with disabilities. Chick-fil-A will provide a reasonable accommodation for any known physical or mental disability of a qualified individual with a disability to the extent required by law, provided the requested accommodation does not create an undue hardship for Chick-fil-A Citadel Crossing and does not pose a direct threat to the health or safety of others in the workplace or to the individual. If you require an accommodation to perform the essential functions of your job, you must notify **The Operator**. Once we are aware of the need for an accommodation, we will engage in an interactive process to identify possible accommodations that will enable the employee to perform the essential functions of the job.

We also provide accommodation for the religious beliefs and practices of employees. Common examples of requests for accommodations include without limitation exceptions to the dress code and/or other appearance guidelines, time off for days of worship, and access to quiet rooms available or designated for prayer.

If you believe that you have been treated in a manner that does not comply with these policies, please notify Chick-fil-A immediately, by speaking to **the Operator**. The Operator takes all complaints of discrimination seriously. You are encouraged to utilize this procedure without fear of reprisal.

This policy extends to all aspects of our employment practices, including but not limited to, recruiting, hiring, discipline, firing, promoting, transferring, compensation, benefits, training, leaves of absence, and other terms and conditions of employment.

## **Policy Against Unlawful Harassment and Discrimination**

Chick-fil-A is committed to providing a work environment that is free of unlawful harassment. In furtherance of this commitment, Chick-fil-A strictly prohibits all forms of unlawful harassment, which includes harassment or unwelcome conduct based on disability, race, creed, color, sex, sexual orientation, gender, gender identity, gender expression, marital status and medical condition, religion, age, national origin, ancestry, military or veteran status, pregnancy, genetic profile, or any other protected status in accordance with all applicable federal, state and local laws.

Chick-fil-A's policy against unlawful harassment applies to all employees of Chick-fil-A, including supervisors and managers. Chick-fil-A prohibits managers, supervisors and employees from harassing co-workers as well as Chick-fil-A's customers, vendors, suppliers, independent contractors and others doing business with Chick-fil-A. In addition, Chick-fil-A prohibits its customers, vendors, suppliers, independent contractors and others doing business with Chick-fil-A from harassing our employees.

Violation of this policy will subject an employee to disciplinary action, up to and including immediate termination.

Examples of Prohibited Sexual Harassment: Sexual harassment includes a broad spectrum of conduct. By way of illustration only, and not limitation, some examples of unlawful and unacceptable behavior include:

- unwanted sexual advances;
- offering an employment benefit (such as a raise or promotion or assistance with one's career) in exchange for sexual favors, or threatening an employment detriment (such as termination, demotion, or disciplinary action) for an employee's failure to engage in sexual activity;
- visual conduct, such as leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons or posters;
- verbal sexual advances, propositions, requests or comments;
- verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, suggestive or obscene letters, notes or invitations;
- physical conduct, such as touching, assault, impeding or blocking movement;

Examples of What Constitutes Prohibited Harassment: In addition to the above listed conduct, Chick-fil-A strictly prohibits harassment concerning race, color, religion, national origin, age or any other protected characteristic. By way of illustration only, and not limitation, prohibited harassment concerning race, color, religion, national origin, age or any other protected characteristic includes:

- slurs, epithets, and any other offensive remarks;
- jokes, whether written, verbal, or electronic;
- threats, intimidation, and other menacing behavior;
- other verbal, graphic, or physical conduct; and
- other conduct predicated upon one or more of the protected categories identified in this policy.

If you have any questions about what constitutes harassing behavior, ask your supervisor or another member of management.

Harassment of our [customers/clients], or employees of our [customers/clients], vendors, suppliers or independent contractors by our employees is also strictly prohibited. Such harassment includes the types of behavior specified in this policy, including sexual advances,

verbal or physical conduct of a sexual nature, sexual comments and gender-based insults. Any such harassment will subject an employee to disciplinary action, up to and including immediate termination.

## **What to Do If You Feel You Have Been Harassed or Discriminated Against**

If you feel that you are being harassed or discriminated against in violation of this policy by another employee, supervisor, manager or third-party doing business with Chick-fil-A, you should immediately contact either the GM or the Operator at [04495@chick-fil-a.com](mailto:04495@chick-fil-a.com) or direct message on Band. In addition, if you observe harassment by another employee, supervisor, manager or non-employee, please report the incident immediately to the **individuals above**. Appropriate action will also be taken in response to violation of this policy by any non-employee.

Your notification of the problem is essential to us. We cannot help resolve a harassment or discrimination problem unless we know about it. Therefore, it is your responsibility to bring your concerns and problems to our attention so that we can take whatever steps are necessary to address the situation. Chick-fil-A takes all complaints of unlawful harassment seriously and will not penalize you or retaliate against you in any way for reporting a harassment problem in good faith.

All complaints of unlawful harassment which are reported to management will be investigated as promptly as possible and corrective action will be taken where warranted. Chick-fil-A prohibits employees from hindering internal investigations and the internal complaint procedure. All complaints of unlawful harassment which are reported to management will be treated with as much confidentiality as possible, consistent with the need to conduct an adequate investigation.

As a team member or leadership member of Chick-fil-A, you are expected to make it known to the offender, in the moment, that their behavior is unacceptable. Each member of the team is responsible for the culture by what is said, and what is allowed.

## **Policy Against Retaliation**

Chick-fil-A is committed to prohibiting retaliation against those who report, oppose, or participate in an investigation of alleged wrongdoing in the workplace. By way of example only, participating in an investigation of alleged wrongdoing in the workplace, includes, but is not limited to:

- Filing a complaint with a federal or state enforcement or administrative agency;
- Participating in or cooperating with a federal or state enforcement agency that is investigating of Chick-fil-A regarding alleged unlawful activity;
- Testifying as a party, witness, or accused regarding alleged unlawful activity;
- Associating with another employee who is engaged in any of these activities;

- Making or filing an internal complaint with Chick-fil-A regarding alleged unlawful activity;
- Providing informal notice to Chick-fil-A regarding alleged unlawful activity.

Chick-fil-A strictly prohibits any adverse action/retaliation against an employee for participating in an investigation of any alleged wrongdoing in the workplace. If you feel that you are being retaliated against you should immediately contact the Operator, GM **or Director on Duty**. In addition, if you observe retaliation by another employee, supervisor, manager or non-employee, please report the incident immediately to the Operator, GM or Manager on Duty.

Any employee determined to be responsible for violating this policy will be subject to appropriate disciplinary action, up to and including termination. Moreover, any employee, supervisor or manager who condones or ignores potential violations of this policy will be subject to appropriate disciplinary action, up to and including termination.

## **Immigration Compliance**

As a condition of employment and in compliance with federal law, each new employee must complete an I-9 Form and present documents that establish identity and employment eligibility. By providing identification as listed at the following website: <https://www.uscis.gov/i-9-central/form-i-9-acceptable-documents>. You will not be allowed to continue employment until you provide proper documentation.

## **Employee Classification**

### **Full-Time Employees**

Full-time employees are employees who are normally scheduled to work at least thirty-two (32) hours per week, as determined by Chick-fil-A in its sole discretion.

### **Part-Time Employees**

Part-time employees are employees who are normally scheduled to work fewer than thirty-two (32) hours per week, as determined by Chick-fil-A in its sole discretion.

### **Non-Exempt Employees**

Non-exempt employees include all employees who are covered by the overtime provisions of the Federal Fair Labor Standards Act or any applicable state laws.

### **Exempt Employees**

Exempt employees include all employees who are classified by Chick-fil-A as exempt from the overtime provisions of the Federal Fair Labor Standards Act and any applicable state laws.

If you have any questions concerning your employee classification or the benefits for which you qualify, please consult the Operator.

## **Meal and Rest Periods**

### **Meal Periods**

Nonexempt employees who work five or more consecutive hours shall be entitled to, to the extent practical, a 30-minute meal break where the employee will be relieved of all duties. Any uninterrupted 30-minute meal break will be unpaid.

Because of the nature of our business, and certain employee's jobs, there are situations and circumstances where an uninterrupted meal period is impractical. In situations or circumstances where an uninterrupted meal break is impracticable the employee will be allowed to consume an on-duty meal without any loss of time or compensation.

Employees who are unable to take all of the meal periods to which they are entitled in accordance with this policy or not allowed to consume an on-duty meal, or who have been prevented or discouraged from taking a meal period to which they are entitled or eat on-duty, should immediately notify their supervisor, the Operator or Manager on Duty. Failure to report may subject the employee to disciplinary action, up to and including termination of employment.

When going on your 30 min break, you will use the cash register. Input your employee number and press the "on break" button. When you come back from your 30 min break, you will input your employee number and press "off break"

**Any correction that needs to be made to your break, please see the Time Punch Correction form on Central Avenue.**

### **Rest Periods**

Nonexempt employees will also be permitted a 10-minute rest break for every four hours of work, in accordance with the schedule below:

Duration of Shift In Hours	# of 10-Minute Rest Breaks	Comments
0 to < 2	0	Employees who work less than two hours in a workday are not required or permitted to take a rest break.
2 to < 6	1	Employees who work at least two hours in a workday but less than six hours in a workday are allowed one 10-minute rest break.

6.0 to < 10.0	2	Employees who work at least six hours in a workday but less than 10 hours in a workday are allowed two 10-minute rest breaks.
10.0 to < 14.0	3	Employees who work at least 10 hours in a workday but less than 14 hours in a workday are allowed three 10-minute rest breaks.

Employees who are unable to take all of the rest periods to which they are entitled in accordance with this policy, or who have been prevented or discouraged from taking a break to which they are entitled under this policy, should immediately notify their supervisor, the Operator or Manager on Duty. Failure to report may subject the employee to disciplinary action, up to and including termination of employment.

When going on your 10 min break, you will use the cash register. Input your employee number and press the "on break" button. When you come back from your 10 min. break. You will input your employee number and press "off break"

### **Any correction that needs to be made to your break, please see the Time Punch Correction form on Central Avenue. Employee Meals**

Employees who work at least 3 hours during a single day are entitled to meal credit of \$10.00. This meal credit is not money and if you do not use it during a single day you lose it and cannot receive additional credit the next working day.

Employees also have unlimited access to refillable beverages, regardless of the length of their shifts. However, to use this benefit Employees must use their own cup/bottle, or purchase a beverage and keep it attached to the cup as proof of purchase.

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

- Discounted Employee Meals can only be eaten while on your 30 min break, not your 10.
- You may eat 30 minutes before or after your shift. If you are working a closing shift, you will need to eat your meal before your shift and no earlier than 30 minutes prior to your shift.
- You will be responsible for paying for any food outside of the meal credit.
- If you would like a bottled drink, boxed drink, premium drink, frosted drink or milkshake, these are available at full price, and must be rung up as a separate transaction.
- You must be either off the clock or on your 30 minute break to use your Discounted Employee Meal.
- 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 Shift Leader or above when your order is taken which will be discounted as an Employee meal.



- No one is permitted to enter the walk-in cooler or freezer with a purse, backpack, or similar container.

**In summary,**

1. All Team Members have a \$10.00 Credit.
2. All Team member must go through the line to have their order taken.
3. All Team Members must be rung up by Shift Leader or Director, no one is allowed to ring up their own food.

## **Lactation Accommodation**

Chick-fil-A will not discriminate against employees who seek to express breast milk for their nursing children for up to 2 years after the children's birth. Chick-fil-A will provide reasonable unpaid break time, or permit an employee to use paid break time, meal time, or both, each day to allow the employee to express breast milk for her nursing child for up to 2 years after the child's birth. Chick-fil-A will make reasonable efforts to provide a room or other location, other than a toilet stall, in close proximity to the working area where an employee can express breast milk in privacy.

## **Pregnancy and Childbirth Accommodation**

Chick-fil-A will provide reasonable accommodation to any qualified employee with known limitations related to pregnancy, childbirth, or a related medical condition to the extent required by law, provided the requested accommodation does not create an undue hardship for Chick-fil-A. Such accommodations may include, but are not limited to, more frequent or longer break periods; more frequent restroom, food and water breaks; acquisition or modification of equipment or seating; limitations on lifting; temporary transfer to a less strenuous or hazardous position if available, with return to the current position after pregnancy; job restructuring; light duty, if available, assistance with manual labor; or modified work schedules. If you require an accommodation to perform the essential functions of your job, you must notify the Operator. Once we are aware of the need for an accommodation, we will engage in an interactive process to identify possible accommodations.

If the Company determines that all other reasonable accommodations create an undue hardship for the Company and/or pose a direct threat to the health or safety of others in the workplace, the Company may require employees to take a leave of absence, subject to the provision of medical documentation of the employee's need. If the employee does not have available leave or does not qualify for any state or federal protected leaves, the Company will provide any leave of absence to the extent leave is otherwise provided to eligible employees.

If you believe that you have been treated in a manner not in accordance with these policies, please notify the Company immediately by speaking to Human Resources. You are encouraged to utilize this procedure without fear of retaliation.

## **Postings**

Important employment postings are located on Central Avenue. Digital Postings are also made to the Band app. Employees are encouraged to read these postings and raise any questions or concerns they may have with their manager, or the Operator.

## **Company Benefits**

Chick-fil-A provides the following benefits to eligible employees. Chick-fil-A reserves the right to terminate or modify these plans at any time, for any reason, with or without notice to employees.

## **Your Pay/Tips/Tip Reporting**

The pay period for our Restaurant ends bi-weekly on Saturday. Employees will receive a paycheck once every two weeks. Direct deposit is available. Normally, your paycheck will be available on the Thursday after 2:00pm after the pay period ends. You cannot receive your check in advance of the end of the pay period, and you cannot cash your check in the Restaurant. If the scheduled payday falls on a Sunday or holiday, paychecks will generally be distributed on the following business day. Any questions about the amount of your pay or deductions should be brought to the attention of the Operator or Manager on Duty immediately.

Some employees might receive tips for their work in addition to their pay from Chick-fil-A. Under federal and state law, each employee who receives more than \$30.00 in cash tips during a month must turn in a tip report to Chick-fil-A on a bi-monthly basis. Furthermore, the rules require that income tax and Social Security taxes on reported tips be deducted from the regular paychecks. If you receive tips, you should know that the government may assess a penalty on any employee who fails to report or who reports tips incorrectly.

The work week at the Restaurant begins on Sunday at 12:00 AM and ends on Saturday at 11:59 PM.

## **Timekeeping Procedures**

Unless otherwise notified, each employee is required to accurately record hours of work for Chick-fil-A. Accurately recording all your time is required in order to be sure that you are paid for all hours worked as required by the wage and hour laws. “Off clock” work time is not permitted. “Hours worked” is defined by law as all-time an employee is subject to the control of an employer and includes all time that an employee is suffered or permitted to work, whether or not required to do so.

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. 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 appropriate Shift Lead, or the responsible leader who is one leadership level above you. You should obtain this approval before you perform any work during any time in which you are not scheduled to work. Under no circumstances may any employee “clock in” or “clock out” for another employee. Notify via the Time Correction Request form immediately of any timekeeping error, or any error on our timekeeping system. For any error on your paycheck, please notify via the Paycheck Correction Request form so that we can investigate the matter and make any necessary corrections promptly.

## **Pay Deductions**

Chick-fil-A will make deductions for the following:

- Federal and State income taxes;
- Social Security taxes;
- Garnishments, including child support or other court ordered wage deductions;
- Employee’s portion of group insurance premiums;
- Group insurance premiums for coverage of eligible dependents;
- Loans, advances, goods, services, equipment, or property provided by Chick-fil-A to an employee; and
- Loss, theft, damage, or destruction of Chick-fil-A property

No other deductions will be made unless specifically authorized in writing by the employee. All deductions will be itemized on the employee’s pay stub. Questions regarding payroll deductions should be directed to the Operator or GM.

## **Garnishments & Support Orders**

Chick-fil-A expects its employees to be prompt in the payment of their personal debts. Employees should be aware that a court can order Chick-fil-A to deduct amounts directly from an employee's pay when that employee has failed to pay his or her personal debts. Any court-ordered garnishment for child support, family support, bankruptcies, or other judgments rendered against an employee must be forwarded immediately to Chick-fil-A's Operator for processing.

## **Paid Sick Leave (CPSL)**

Chick-fil-A will provide all employees paid sick leave, accrued at one hour of paid sick leave for every 30 hours worked, up to a maximum of 48 hours per year. Leave must be taken in full hour increments.

Employees may carry over a maximum of 48 hours of earned, unused CPSL into the next year, provided that regardless of carryover balances, Employees may not use more than 48 hours of CPSL in a year. For additional PHEL granted in the event of a public health emergency, different rules may apply as outlined below.

You begin accruing paid sick leave when employment begins. All employees may use paid sick leave as it is accrued and may carry forward and use in subsequent calendar years up to 48 hours of paid sick leave that is not used in the year in which it is accrued. Any accrued but unused sick leave will not be paid out at termination. After 4 or more consecutive sick day absences, Chick-fil-A may require documentation of the absence. Team member may be required to wait 3-5 days before returning to work after calling out sick. After a sick call out of 3 days or more Team Member may be required to bring a release form clearing them as safe to resume work. Any shifts scheduled during that time would no longer be the responsibility of the team member.

Employees may use accrued paid sick leave to be absent from work for the following purposes:

1. The employee has a mental or physical illness, injury, or health condition; needs a medical diagnosis, care, or treatment related to such illness, injury, or condition; or needs to obtain preventive medical care;
2. The employee needs to care for a family member who has a mental or physical illness, injury, or health condition; needs a medical diagnosis, care, or treatment related to such illness, injury, or condition; or needs to obtain preventive medical care;
3. The employee or family member has been the victim of domestic abuse, sexual assault, or criminal harassment and needs to be absent from work for purposes related to medical attention, mental health care or other counseling, victim services (including legal) or relocation;
4. The employee needs to grieve, attend funeral services or a memorial, or deal with financial and legal matters that arise after the death of a family member;
5. The employee needs to care for a family member whose school or place of care has been closed due to inclement weather, loss of power, loss of heating, loss of water, or other unexpected events that results in the closure of the family member's school or place of care;
6. The employee needs to evacuate the employee's place of residence due to inclement weather, loss of power, loss of heating, loss of water, or other

unexpected events that results in the need to evacuate the employee's residence;  
or

7. A public official has ordered the closure of the school or place of care of the employee's child or of the employee's place of business due to a public health emergency, necessitating the employee's absence from work.

The Company will not retaliate against any employee who uses the employee's paid sick leave or otherwise exercises the employee's rights with regard to paid sick leave.

CPSL and PHEL are not payable upon separation of employment unless required by applicable state or local law. In other words, unused CPSL or PHEL will be forfeited upon separation of employment.

To use paid sick leave, an employee must notify leadership by utilizing Sick Pay form on Central Avenue prior to the Sunday that ends the payroll period (the Sunday before any payday).

## **Medical Insurance**

We offer medical insurance coverage for our eligible employees, beginning on the first day of the month after completion of your 90-day introductory period.

You are responsible for paying a specific dollar amount each month for this insurance, depending on the level of coverage chosen. Remaining costs of insurance coverage are paid by Chick-fil-A Citadel Crossing. The cost of this coverage is subject to change. [Dependent coverage is also available at the employee's expense through payroll deductions. OR same language as above if Chick-fil-A Citadel Crossing pays a portion or all]. Consult the applicable plan document for all information regarding eligibility, coverage and benefits. The plan document ultimately governs your entitlement to benefits. More information is provided on the company website.

## **Health Insurance Continuation**

In the event of termination of employment, former employees and dependents who were covered for the previous 3 months will be permitted to continue healthcare insurance for up to 18 months in accordance with Colorado state law.

## **COBRA**

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) helps employees and their dependents to continue their health insurance even if they are no longer eligible under our health plan. Covered employees and their dependents who lose insurance coverage for any of the following reasons are eligible to continue medical and dental insurance through COBRA: termination, reduction in hours, divorce or legal separation, death of the employee, eligibility for Medicare, or loss of dependent child status under the plan. All

administrative rules and processes, such as open enrollment periods, as well as changes in plan benefits and premiums, apply to those on continuation coverage. Please refer to the medical insurance plan document, or contact Operator for more information.

## **401K Plan**

To Be Announced

## **Civic Duties**

Chick-fil-A encourages each of its employees to accept his or her civic responsibilities. We are a good corporate citizen, and we are pleased to assist you in the performance of your civic duties.

**Jury Duty:** If you receive a call to jury duty, please notify your scheduler immediately so he or she may plan the department's work with as little disruption as possible. Be prepared to present necessary documentation of said jury duty.

In accordance with state law, employees who serve on a jury will be compensated at the rate of fifty dollars (\$50.00) per day for the first three days of jury service. Employees who are released from jury service before the end of their regularly scheduled shift or who are not asked to serve on a jury panel are expected to call their supervisor as soon as possible and report to work if requested.

**Witness Duty:** If you receive a subpoena to appear in court, please notify your scheduler immediately. You are expected to return to work as soon as your service as a witness is completed.

**Voting:** If you would like to vote in a public election, but do not have sufficient time to vote during non-work hours, you may arrange to take time off from work with pay to vote. To receive time off for voting, you must obtain advance approval from your supervisor and must take the time off to vote either at the beginning or end of your work shift. Chick-fil-A Citadel Crossing reserves the right to request a copy of your voter's receipt following any time off to vote.

## **Family and Medical Leave Act**

The Family and Medical Leave Act ("FMLA") provides eligible employees the opportunity to take unpaid, job-protected leave for certain specified reasons. The maximum amount of leave an employee may use is either 12 or 26 weeks within a 12-month period depending on the reasons for the leave.

## **Employee Eligibility**

To be eligible for FMLA leave, you must:

1. have worked at least 12 months for Chick-fil-A in the preceding seven years (limited exceptions apply to the seven-year requirement);
2. have worked at least 1,250 hours for Chick-fil-A over the preceding 12 months; and
3. currently work at a location where there are at least 50 employees within 75 miles.

All periods of absence from work due to or necessitated by service in the uniformed services are counted in determining FMLA eligibility.

### **Conditions Triggering Leave**

FMLA leave may be taken for the following reasons:

1. birth of a child, or to care for a newly-born child (up to 12 weeks);
2. placement of a child with the employee for adoption or foster care (up to 12 weeks);
3. to care for an immediate family member (employee's spouse, child, or parent) with a serious health condition (up to 12 weeks);
4. because of the employee's serious health condition that makes the employee unable to perform the employee's job (up to 12 weeks);
5. to care for a Covered Servicemember with a serious injury or illness related to certain types of military service (up to 26 weeks) (see Military-Related FMLA Leave for more details); or,
6. to handle certain qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on covered active duty or call to covered activity duty status in the Uniformed Services (up to 12 weeks) (see Military-Related FMLA Leave for more details).

The maximum amount of leave that may be taken in a 12-month period for all reasons combined is 12 weeks, with one exception. For leave to care for a Covered Servicemember, the maximum combined leave entitlement is 26 weeks, with leaves for all other reasons constituting no more than 12 of those 26 weeks.

### **Definitions**

A "Serious Health Condition" is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement includes an incapacity of more than three full calendar days and two visits to a health care provider or one visit to a health care provider and a continuing regimen of care; an

incapacity caused by pregnancy or prenatal visits, a chronic condition, or permanent or long-term conditions; or absences due to multiple treatments. Other situations may meet the definition of continuing treatment.

### **Identifying the 12-Month Period**

Chick-fil-A measures the 12-month period in which leave is taken by the “rolling” 12-month method, measured backward from the date of any FMLA leave with one exception. For leave to care for a covered servicemember, Chick-fil-A calculates the 12-month period beginning on the first day the eligible employee takes FMLA leave to care for a covered servicemember and ends 12 months after that date. FMLA leave for the birth or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement.

### **Using Leave**

Eligible employees may take FMLA leave in a single block of time, intermittently (in separate blocks of time), or by reducing the normal work schedule when medically necessary for the serious health condition of the employee or immediate family member, or in the case of a covered servicemember, his or her injury or illness. Eligible employees may also take intermittent or reduced-schedule leave for military qualifying exigencies. Intermittent leave is not permitted for the birth of a child, to care for a newly-born child, or for placement of a child for adoption or foster care. Employees who require intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt Chick-fil-A's operations.

### **Use of Accrued Paid Leave**

Depending on the purpose of your leave request, you may choose (or Chick-fil-A may require you) to use accrued paid leave (such as sick leave, vacation, or PTO), concurrently with some or all your FMLA leave. In order to substitute paid leave for FMLA leave, an eligible employee must comply with Chick-fil-A's normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice, etc.).

### **Maintenance of Health Benefits**

If you and/or your family participate in our group health plan, Chick-fil-A will maintain coverage during your FMLA leave on the same terms as if you had continued to work. If applicable, you must arrange to pay your share of health plan premiums while on leave. In some instances, Chick-fil-A may recover premiums it paid to maintain health coverage or other benefits for you and your family. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of your leave.

### **Notice and Medical Certification**

When seeking FMLA leave, you are required to provide:



1. sufficient information for us to determine if the requested leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that you are unable to perform job functions, a 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. You must also inform Chick-fil-A if the requested leave is for a reason for which FMLA leave was previously taken or certified.

If the need for leave is foreseeable, this information must be provided 30 days in advance of the anticipated beginning date of the leave. If the need for leave is not foreseeable, this information must be provided as soon as is practicable and in compliance with Chick-fil-A's normal call-in procedures, absent unusual circumstances.

2. medical certification supporting the need for leave due to a serious health condition affecting you or an immediate family member within 15 calendar days of Chick-fil-A's request to provide the certification (additional time may be permitted in some circumstances). If you fail to do so, we may delay the commencement of your leave, withdraw any designation of FMLA leave or deny the leave, in which case your leave of absence would be treated in accordance with our standard leave of absence and attendance policies, subjecting you to discipline up to and including termination. Second or third medical opinions and periodic re-certifications may also be required;
3. periodic reports as deemed appropriate during the leave regarding your status and intent to return to work; and
4. medical certification of fitness for duty before returning to work if the leave was due to your serious health condition. Chick-fil-A will require this certification to address whether you can perform the essential functions of your position.

Failure to comply with the foregoing requirements may result in delay or denial of leave, or disciplinary action, up to and including termination.

### **Employer Responsibilities**

To the extent required by law, Chick-fil-A will inform employees whether they are eligible under the FMLA. Should an employee be eligible for FMLA leave, Chick-fil-A will provide him or her with a notice that specifies any additional information required as well as the employee's rights and responsibilities. If employees are not eligible, Chick-fil-A will provide a reason for the ineligibility. Chick-fil-A will also inform employees if leave will be designated as FMLA-protected and, to the extent possible, note the amount of leave counted against the employee's leave entitlement. If Chick-fil-A determines that the leave is not FMLA-protected, Chick-fil-A will notify the employee.

## **Job Restoration**

Upon returning from FMLA leave, eligible employees will typically be restored to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

## **Failure to Return After FMLA Leave**

Any employee who fails to return to work as scheduled after FMLA leave or exceeds the 12-week FMLA entitlement (or in the case of military caregiver leave, the 26-week FMLA entitlement), will be subject to Chick-fil-A's standard leave of absence and attendance policies. This may result in termination if you have no other Chick-fil-A-provided leave available to you that applies to your continued absence. Likewise, following the conclusion of your FMLA leave, Chick-fil-A's obligation to maintain your group health plan benefits ends (subject to any applicable COBRA rights).

## **Fraud**

Providing false or misleading information or omitting material information in connection with an FMLA leave will result in disciplinary action, up to and including immediate termination.

## **Employers' Compliance with FMLA and Employee's Enforcement Rights**

FMLA makes it unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided under FMLA, or discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

While Chick-fil-A encourages employees to bring any concerns or complaints about compliance with FMLA to the attention of the Operator, FMLA regulations require employers to advise employees that they may file a complaint with the U.S. Department of Labor or bring a private lawsuit against an employer.

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

## **Military-Related FMLA Leave**

FMLA leave may also be available to eligible employees in connection with certain service-related medical and non-medical needs of family members. There are two forms of such leave. The first is Military Caregiver Leave, and the second is Qualifying Exigency Leave. Each of these leaves is detailed below.

## **Definitions**

A “covered servicemember” is either: (1) a current servicemember of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness incurred in the line of duty for which the servicemember is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list; or (2) a “covered veteran” who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

A “covered veteran” is an individual who was discharged under conditions other than dishonorable during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran. The period between October 28, 2009 and March 8, 2013 is excluded in determining this five-year period.

The FMLA definitions of “serious injury or illness” for current servicemembers and veterans are distinct from the FMLA definition of “serious health condition.” For current servicemembers, the term “serious injury or illness” means an injury or illness that was incurred by the member in the line of duty while on active duty in the Armed Forces or that existed before the beginning of active duty and was aggravated by such service, that may render them medically unfit to perform the duties of their office, grade, rank or rating.

For covered veterans, this term means a serious injury or illness that was incurred in the line of duty while on active duty in the Armed Forces or that existed before the beginning of active duty and was aggravated by such service and manifested itself before or after the individual assumed veteran status, and is: (1) a continuation of a serious injury or illness that was incurred or aggravated when they were a member of the Armed Forces and rendered them unable to perform the duties of their office, grade, rank or rating; (2) a physical or mental condition for which the covered veteran has received a VA Service Related Disability Rating (VASRD) of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave; (3) a physical or mental condition that substantially impairs the veteran’s ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would be so absent treatment; or (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

“Qualifying exigencies” include activities such as short-notice deployment, military events, arranging alternative childcare, making financial and legal arrangements related to the deployment, rest and recuperation, counseling, parental care, and post-deployment debriefings.

## **Military Caregiver Leave**

Unpaid Military Caregiver Leave is designed to allow eligible employees to care for certain family members who have sustained serious injuries or illnesses in the line of duty while on active duty. Military Caregiver Leave is a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single

12-month period.

To be “eligible” for Military Caregiver Leave, the employee must be a spouse, son, daughter, parent, or next of kin of the covered servicemember. “Next of kin” means the nearest blood relative of the servicemember, other than the servicemember’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions; brothers and sisters; grandparents; aunts and uncles; and first cousins; unless the servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of Military Caregiver Leave. The employee must also meet all other eligibility standards as set forth within the FMLA Leave policy.

An eligible employee may take up to 26 workweeks of Military Caregiver Leave to care for a covered servicemember in a “single 12-month period.” The “single 12-month period” begins on the first day leave is taken to care for a covered servicemember and ends 12 months thereafter, regardless of the method used to determine leave availability for other FMLA-qualifying reasons. If an employee does not exhaust his or her 26 workweeks of Military Caregiver Leave during this “single 12-month period,” the remainder is forfeited.

Military Caregiver Leave applies on a per-injury basis for each servicemember. Consequently, an eligible employee may take separate periods of caregiver leave for each and every covered servicemember, and/or for each and every serious injury or illness of the same covered servicemember. A total of no more than 26 workweeks of Military Caregiver Leave, however, may be taken within any “single 12-month period.”

Within the “single 12-month period” described above, an eligible employee may take a combined total of 26 weeks of FMLA leave including up to 12 weeks of leave for any other FMLA-qualifying reason (i.e., birth or adoption of a child, serious health condition of the employee or close family member, or a qualifying exigency). For example, during the “single 12-month period,” an eligible employee may take up to 16 weeks of FMLA leave to care for a covered servicemember when combined with up to 10 weeks of FMLA leave to care for a newborn child.

An employee seeking Military Caregiver Leave may be required to provide appropriate certification from the employee and/or covered servicemember and completed by an authorized health care provider within 15 days. Military Caregiver Leave is subject to the other provisions in our FMLA Leave Policy (requirements regarding employee eligibility, appropriate notice of the need for leave, use of accrued paid leave, etc.). Military Caregiver Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

### **Qualifying Exigency Leave**

Eligible employees may take unpaid “Qualifying Exigency Leave” to tend to certain “exigencies” arising out of the covered active duty or call to covered active duty status of a “military member” (i.e. the employee’s spouse, son, daughter, or parent). Up to 12 weeks of

Qualifying Exigency Leave is available in any 12-month period, as measured by the same method that governs measurement of other forms of FMLA leave within the FMLA policy (with the exception of Military Caregiver Leave, which is subject to a maximum of 26 weeks of leave in a “single 12-month period”). Although Qualifying Exigency Leave may be combined with leave for other FMLA-qualifying reasons, under no circumstances may the combined total exceed 12 weeks in any 12-month period (except for Military Caregiver Leave as set forth above). The employee must meet all other eligibility standards as set forth within the FMLA policy.

Persons who can be ordered to active duty include active and retired members of the Regular Armed Forces, certain members of the retired Reserve, and various other Reserve members including the Ready Reserve, the Selected Reserve, the Individual Ready Reserve, the National Guard, state military, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard, Air Force Reserve, and Coast Guard Reserve.

A call to active duty refers to a *federal* call to active duty, and *state* calls to active duty are not covered unless under order of the President of the United States pursuant to certain laws.

Qualifying Exigency Leave is available under the following circumstances:

- (1) **Short-notice deployment.** To address any issue that arises out of short notice (within seven days or less) of an impending call or order to covered active duty.
- (2) **Military events and related activities.** To attend any official military ceremony, program, or event related to covered active duty or call to covered active duty status or to attend certain family support or assistance programs and informational briefings.
- (3) **Childcare and school activities.** To arrange for alternative childcare; to provide childcare on an urgent, immediate need basis; to enroll in or transfer to a new school or daycare facility; or to attend meetings with staff at a school or daycare facility.
- (4) **Financial and legal arrangements.** To make or update various financial or legal arrangements; or to act as the covered military member’s representative before a federal, state, or local agency in connection with service benefits.
- (5) **Counseling.** To attend counseling (by someone other than a health care provider) for the employee, for the military member, or for a child or dependent when necessary as a result of duty under a call or order to covered active duty.
- (6) **Temporary rest and recuperation.** To spend time with a military member who is on short-term, temporary rest and recuperation leave during the period of deployment. Eligible employees may take up to 15 calendar days of leave for each instance of rest and recuperation.
- (7) **Post-deployment activities.** To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of up to 90 days following termination of the military member’s active duty status. This also

encompasses leave to address issues that arise from the death of a military member while on active duty status.

(8) **Parental care.** To care for the military member's parent who is incapable of self-care. The parent must be the military member's biological, adoptive, step, or foster father or mother, or any other individual who stood in loco parentis to the military member when the member was under 18 years of age.

(9) **Mutually agreed leave.** Other events that arise from the military member's duty under a call or order to active duty, provided that Chick-fil-A and the employee agree that such leave shall qualify as an exigency and agree to both the timing and duration of such leave.

An employee seeking Qualifying Exigency Leave may be required to submit appropriate supporting documentation in the form of a copy of the military member's active duty or rest and recuperation orders or other military documentation indicating the appropriate military status and the dates of active duty status, along with a statement setting forth the nature and details of the specific exigency, the amount of leave needed and the employee's relationship to the military member, within 15 days. Qualifying Exigency Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

### **Limited Nature of This Policy**

This Policy should not be construed to confer any express or implied contractual relationship or rights to any employee not expressly provided for by FMLA. Chick-fil-A reserves the right to modify this or any other policy as necessary, in its sole discretion to the extent permitted by law. State or local leave laws may also apply.

### **Paid Family and Medical Leave Insurance Program**

Starting January 1, 2023, all employees will have .45% deducted from their wages and remitted to the State of Colorado under the Colorado Family and Medical Leave Insurance (FAMLI) Program. *[Note: If Employer over 10 employees also add:]* Likewise, the Company will contribute .45% to the State of Colorado under the Colorado FAMLI Program.

Starting January 1, 2024, eligible employees have access to 12 weeks of paid leave through the State of Colorado in order to care for themselves or their family during a serious health condition or birth of a child. Eligible employees have access to FAMLI leave for the following purposes:

- The employee is caring for a new child during the first year after the birth, adoption or foster care placement of that child;
- The employee needs to care for a family member with a serious health condition;
- The employee needs to care for their own serious health condition;

- The employee needs to make arrangements for a family member's military deployment;
- The employee or family member has been the victim of domestic abuse, sexual assault, or criminal harassment and needs to be absent from work for purposes related to medical attention, mental health care or other counseling, victim services (including legal) or relocation.

Employees with serious health conditions caused by pregnancy complications or childbirth complications have access to an additional 4 weeks of paid leave for a total of 16 weeks of paid leave through the State of Colorado.

Employees seeking FAMLI leave through the State of Colorado must provide the Company with at least thirty (30) days advance notice before the leave start date, if the need for leave is foreseeable. Where the need for FAMLI leave is unforeseeable, employees must provide notice as soon as practicable. FAMLI leave will run concurrently with the Family and Medical Leave Act, as applicable.

Upon return from FAMLI leave, employees who have worked for the Company for over 180 days before taking FAMLI leave will be restored to the same or a comparable position as the position held prior to the leave. Employees who have worked less than 180 days for the Company at the start of their FAMLI leave remain eligible to take leave; however, the Company may be required to fill the position of such employees and the Company does not guarantee continued employment for employees who take FAMLI leave within their first 180 days of employment with the Company.

**The Company will not retaliate against any employee who uses FAMLI leave or otherwise exercises the employee's rights with regard to FAMLI leave. For further information regarding this leave, see management.**

## **Military Leave of Absence**

Employees who require time off from work to fulfill military duties will be treated in accordance with applicable requirements of state and federal laws. You are expected to notify Chick-fil-A of upcoming military duty by providing your supervisor with a copy of your orders as soon as possible. In addition, spouses and registered domestic partners of military personnel who are home on leave during a period of military deployment may be qualified for 10 days of unpaid leave.

## **Volunteer Firefighter Leave**

Unpaid volunteer firefighter leave is available to any employee who is a recognized voluntary firefighter. If you are a voluntary firefighter, we encourage you to provide documentation of your status to your manager as soon as possible.

An employee who is a volunteer firefighter will not be disciplined for failing to report to work because of an emergency summons if the employee provides a written statement from the chief of the fire department that the employee's absence was due to the response.

An employee who is a volunteer firefighter will not be disciplined for leaving work to respond to an emergency summons if the employee is not essential to the operation of daily business, the employee has previously received written documentation from the fire chief notifying the employer of the employee's status as a volunteer firefighter, the emergency is within the response area of the employee's fire department and is of such magnitude that the emergency summons issued requires all firefighters to respond, and the employee later provides documentation from the fire chief verifying the time, date, and duration of the employee's response.

## **Domestic Abuse Leave Law**

Any employee who is the victim of domestic abuse, stalking, sexual assault, or any other crime involving domestic violence may take up to 3 working days of leave from work in any 12-month period. An employee may only use this leave to protect himself or herself. Employees seeking leave under this section must first exhaust any available vacation leave, personal leave, or sick leave.

Except in cases of imminent danger, employees seeking crime victim leave must provide Chick-fil-A with appropriate advance notice and documentation. Chick-fil-A will keep all information related to the crime victim leave confidential.



# **Safety & Health**

## **Accident Reporting and Investigation**

Chick-fil-A recognizes that all incidents/accidents have a cause and that recurrence of similar incidents/accidents must be prevented or controlled. The purpose of reporting and investigating incidents/accidents is to determine the cause(s) and make recommendations to prevent their recurrence. Certain accidents and occupational diseases must be reported to federal and state agencies. It is important that such accidents/diseases be reported as soon as possible.

This policy requires that all significant “accidents,” “incidents,” and “occupational diseases” be reported and investigated. Accidents are unexpected, unplanned occurrences that result in injury or harm to people, property, or the environment. Incidents are near accidents that could have resulted in significant injury or harm to people, property, or the environment. An occupational disease is any abnormal condition or disorder caused by exposure to environmental factors directly associated with employment. Occupational diseases include acute and chronic illnesses that are caused by inhalation, absorption, ingestion, or direct contact. Incident/Accident Report Forms are available on Central Avenue. Supervisors must provide all the information requested on the form. The form must be completed before the end of the shift in which the accident or incident occurred.

Supervisors are responsible for ensuring that all incidents, accidents, and occupational diseases within their respective areas and scope of responsibility are reported, recorded, and investigated in accordance with this policy. Specifically, supervisors must complete the Incident/Accident Report Form and, where appropriate, Colorado's Worker's Compensation First Notice of Injury Form. Such reports are to be filed as soon as possible, but in no case more than 24 hours after the accident or incident. Employees are responsible for notifying their supervisor of any accident or incident when it occurs, even if no medical attention is required. Employees also are responsible for cooperating with their supervisor and investigation teams in completing required reports.

The Security/Maintenance Director is responsible for determining the composition of investigation teams. The selection of the investigation team depends on the actual or potential losses connected with an accident, incident, or occupational disease. The Security/Maintenance Director must ensure that investigation teams use systematic methods to analyze information gathered from the accident/incident so that underlying root causes can be identified and targeted for corrective action. The Security/Maintenance Director must provide team members with training in accident reporting and investigation techniques. The Security/Maintenance Director must review and approve the investigation team's recommendations for corrective action. The Security/Maintenance Director is responsible for working with the team and for ensuring that specific responsibility for implementing corrective action is assigned and that budgets and timetables for implementation are developed. No later than six months after the date an investigative team's accident report is submitted, the Security/Maintenance Director must ensure that the chair of the accident investigation team or appropriate supervisor submits a report on the corrective action taken and the results. The Security/Maintenance Director must compile data from investigation reports.

The Security/Maintenance Director reviews these procedures on an annual basis and revised as necessary.

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 leader or the Security/Maintenance Director.

Team members should immediately clean up any spills or, if it is impractical to do so, should promptly notify their leader or the Security/Maintenance Director 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 persons(s) or activity to the Security/Maintenance Director or the leader 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 Security/Maintenance Director or the leader on duty.

Fighting or horseplay on the job is prohibited.

Emergency Procedures: In the event there is an emergency and you are required to evacuate, follow the directions of the leader on duty. Do not re-enter the building until you are directed to do so by the leader on duty.

## **Workers' Compensation**

Employees of Chick-fil-A are covered by Workers' Compensation insurance, which provides compensation and medical benefits to any employee who has been injured or becomes ill due to a job-related accident, sickness, or death. Premiums are paid by Chick-fil-A, and benefits are paid in accordance with Colorado law.

Employees must immediately notify their supervisor of all on-the-job accidents, as outlined in the accident reporting policy.

Injured workers are required to obtain authorization for medical care through their supervisor prior to visiting the hospital or clinic. Also, injured workers must use our designated provider facilities. The use of a different provider or out-of-network medical facility could result in an expense to the injured worker.

In an emergency, the injured person should be sent to the nearest emergency room for treatment. In the case of an emergency, contact 911 and let the paramedics make the decision on where the patient is to be treated. Once the patient is stabilized, he/she can be transferred to our designated provider's facility.

## **Alcohol and Drug Policy**

All employees are prohibited from manufacturing, cultivating, distributing, dispensing, possessing or using illegal drugs or other unauthorized or mind-altering or intoxicating substances while on Chick-fil-A property (including parking areas and grounds), or while otherwise performing their work duties away from Chick-fil-A. This prohibition specifically includes marijuana, whether it is recommended for a medical purpose, or possessed legally under state law. The prohibition also includes other lawful controlled substances that have been illegally or improperly obtained. This policy does not prohibit the possession and proper use of lawfully prescribed drugs taken in accordance with the prescription.

Employees are also prohibited from having any such illegal or unauthorized controlled substances in their system while at work (including marijuana recommended for medical purposes or possessed legally under state law), and from having excessive amounts of otherwise lawful controlled substances in their systems. This policy does not apply to the authorized dispensation, distribution or possession of legal drugs where such activity is a necessary part of an employee's assigned duties.

All employees are prohibited from distributing, dispensing, possessing or using alcohol while at work or on duty. Furthermore, off-duty alcohol use, while generally not prohibited by this policy, must not interfere with an employee's ability to perform the essential functions of his/her job.

### **Prescription Drugs**

The proper use of medication prescribed by your physician is not prohibited; however, we do prohibit the misuse of prescribed medication. Employees' drug use may affect their job performance, such as by causing dizziness or drowsiness. Employees are required to disclose that a medication they are taking may make them a risk of harm to themselves or to others. However, employees do not need to identify the specific medication or explain why they are taking it. It is the employee's responsibility to determine from his/her physician whether a prescribed drug may impair job performance.

### **Notification of Impairment**

It shall be the responsibility of each employee who observes or has knowledge of another employee in a condition which impairs the employee in the performance of his/her job duties, or who presents a hazard to the safety and welfare of others, or is otherwise in violation of this policy, to promptly report that fact to his/her immediate supervisor.

## **Who is Tested**

After a work-related accident, employees will be tested for drugs and alcohol use if there is a reasonable basis to assume that drug or alcohol use contributed to the accident. Employees will also be tested for drug or alcohol use if observed using a prohibited substance on the job. Additionally, employees may be required to submit to drug/alcohol screening whenever Chick-fil-A has a reasonable suspicion that they have violated any of the rules set forth in this policy. Reasonable suspicion may arise from, among other factors, supervisory observation, co-worker reports or complaints, performance decline, attendance or behavioral changes, results of drug searches or other detection methods, or involvement in a work-related injury or accident. Testing may include urinalysis, oral swab, or any other form of testing consistent with state law.

Additionally, employees in safety sensitive positions may be tested on a random or periodic basis. In addition, various job classifications are categorically subject to random or periodic drug testing to the extent permitted by applicable state and federal laws.

## **Discipline**

Violation of this policy or any of its provisions may result in discipline up to and including termination of employment; however, nothing in this policy shall be construed to discriminate against any employee solely for reporting an on-the-job injury or accident.

## **Enforcement Policy**

To enforce this policy and procedures, Chick-fil-A may investigate potential violations and require personnel to undergo drug/alcohol screening, including urinalysis, saliva tests, hair follicle tests, blood tests or other appropriate tests, and where appropriate, searches of all areas of Chick-fil-A's physical premises, including, but not limited to work areas, personal articles, employees' clothes, desks, work stations, lockers, and personal and Chick-fil-A vehicles. Employees will be subject to discipline up to and including discharge for refusing to cooperate with searches or investigations, refusing to submit to screening, or for failing to execute consent forms when required by Chick-fil-A.

## **Investigations/Searches**

Where a manager or supervisor has reasonable suspicion that an employee has violated the substance abuse policy, the supervisor, or his designee, may inspect vehicles, lockers, work areas, desks, purses, briefcases, and other locations or belongings without prior notice, in order to ensure a work environment free of prohibited substances. An employee may be asked to be present and remove a personal lock. Locked areas or containers do not prevent Chick-fil-A from searching that area, thus employees should have no expectation of privacy for personal belongings brought on Company premises. Where the employee is not present or refuses to remove a personal lock, the Company may do so for him or her and compensate the employee for the lock. Any such searches will be coordinated with a representative of management. Chick-fil-A may use unannounced drug detection methods to conduct searches.

## **What Happens When an Employee Tests Positive for Prohibited Substances**

All employees who test positive in a confirmed substance test will be subject to discipline, up to and including termination.

## **Employee Health Policy**

### **Reportable Symptoms**

Employees who experience or exhibit any of the following symptoms while working in the Restaurant or if scheduled to report to work shall report to Leadership in accordance with local or state food code requirements: vomiting, diarrhea, Jaundice (yellowing of eyes and skin), sore throat with fever, lesions (contains pus such as boil or infected wound open or closed).

### **Diagnosed Illnesses**

Employees who have been diagnosed with any of the following infections shall notify Leadership, in accordance with local health department requirements. Employees should also report if any member of their household has been diagnosed with any of the following infections. These conditions can be transmitted through food or person-to-person through casual contact:

- Norovirus
- Hepatitis A
- Shiga toxin-producing Escherichia coli
- Shigellosis
- Salmonella (Typhoidal and Non-Typhoidal)
- *COVID-19*
- *Tuberculosis*
- *Influenza A or B*

### **Employee Responsibilities**

All Employees shall meet the reporting requirements involving reportable symptoms, diagnosis and high risk conditions specified. All Employees with any required work restrictions or exclusions as specified by state and/or local food codes, the local health department, or

Leadership, shall meet these requirements as well as follow best practices for food safety at all times.

### **Leadership Responsibilities**

The Operator or Leadership will train Employees on their responsibility to report information to Leadership about their health and activities as they relate to diseases that are transmissible through food. Leadership shall take appropriate action as specified in local health codes to exclude, restrict and/or monitor employees who have reported any of the listed conditions. Leadership shall ensure these actions are followed and only permit the ill Employee to return to work once evidence by way of a doctor's note demonstrating the person is free of the disease-causing agent, or as specified by the state/local food code and/or the regulatory authority.

## **Chick-fil-A Rules and Policies**

### **Chick-fil-A Policies**

This section of your handbook discusses your responsibilities to Chick-fil-A as an employee. Please thoroughly familiarize yourself with these policies and apply them in your work.

The following policies focus on basic rules that may not be violated under any circumstances. Violation of any of these basic rules, the policies in this handbook, or any other policy of Chick-fil-A may lead to discipline, up to and including immediate termination. Obviously, this list is not all inclusive and there may be other circumstances for which employees may be disciplined, up to and including immediate termination. If you have any questions about these basic rules, or what we expect of you as one of our employees, please discuss them with your supervisor.

These rules do not alter the at-will nature of your employment. You have the right to terminate your employment at any time, with or without cause or notice, and Chick-fil-A has a similar right.

### **Absenteeism and Tardiness**

Regular attendance and punctuality are an essential function of every employee's job. Each employee is expected to be at his or her work station on time each day and to remain there throughout his or her scheduled shift. Absenteeism or tardiness, even for good reason, is disruptive of operations and interferes with our ability to satisfy our customers' needs. Absenteeism or tardiness can result in discipline, up to and including termination.

If you are going to be late or absent from work for any reason, you must personally notify your supervisor as far in advance as possible ( no less than 2 hours) so that proper arrangements can be made to handle your duties during your absence. If for whatever reason you are unable to notify your supervisor at least 2 hours prior to your absence, you will be subject to disciplinary action up to but not limited to termination.

2 hours has been deemed, “reasonable notification of absence”. Notification is defined as a direct message via an approved platform (i.e. Band) to your supervisor who is responsible for the shift you are to be absent from.

When absence is due to illness, the same “reasonable notification” is required. In addition, if the absence extends to a fourth consecutive day, a doctor’s note will be required. Chick-fil-A has the option of requiring a note medically clearing any employee for returning to work after an employee has been sick for any length of time.

Although an employee may be terminated at any time for failing to report to Chick-fil-A without reasonable notification of absence, if a team member fails to report for work or give reasonable notification of absence even for one (1) day they can be considered to have abandoned their job and can be determined to be self resigned, thus terminating their own employment.

## **Positive Attitude and Interaction**

Every employee should display a positive attitude toward their job. A negative attitude creates a difficult working environment and prevents Chick-fil-A from providing quality service to our customers.

## **Bulletin Boards**

The Operator may maintain a bulletin board(s) as a source of information. This bulletin board is to be used solely to post information approved by the Chick-fil-A regarding Chick-fil-A policies, governmental regulations, and other matters of concern to all employees and related to the employees’ employment by the Chick-fil-A. No information may be placed on these bulletin boards without the prior approval of the Operator.

## **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 leader or Operator.

2. Should it be necessary to obtain change during your shift, contact a leader, to make change. Cashiers should not make change with other cashiers.
3. Should it be necessary to skim your drawer, the cashier or leader on duty should verify and record the amount in the POS system.
4. When you finish your shift, you may only count your drawer in the presence of the leader on duty. If you decide not to count your drawer with the leader, the leader will count the drawer and it will be assumed that you agree with the ending cash and coupon total determined by that 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.
7. **When dealing with Credit Cards—VERY IMPORTANT that you DO NOT manually input a credit card. Manually inputted credit cards can be disputed resulting in a cash shortage. This is against policy and if you decide to manually input a credit card and the transaction is disputed it will result in a payroll deduction for that amount and or disciplinary action. If a card does not swipe, then ask for an alternative form of payment or get a leader involved.**

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. Purposeful losses may result in forfeiture of pay to the extent allowed by applicable law. Additionally, you should understand that we 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 Citadel Crossing, or any authorized law enforcement agency.

## **Cellular Phones, PDAs, And Other Handheld Electronic Devices**

While at work, employees are expected to exercise the same discretion in using personal cellular phones, PDAs, and other handheld electronic devices as is expected for the use of all Chick-fil-A devices and equipment. In the remainder of this policy, these devices are collectively referred to as “handheld devices.” Excessive use of these handheld devices during the workday can interfere with employee productivity and be distracting to others. An employee should not be on their personal handheld device while working unless permitted by leadership or is in leadership and thus uses their phone for work related purposes. A reasonable standard is to limit personal calls, and personal text messaging, instant messaging, emailing and other means of electronic communications during work time to no more than one per day as needed and only



with permission from a Director, GM or Operator. Employees are, therefore, asked to use these handheld devices for personal use outside of working hours, and to ensure that friends and family members are aware of Chick-fil-A Citadel Crossing's policy. Flexibility may be provided in circumstances demanding immediate attention, per the discretion of the upper Leadership. Chick-fil-A Citadel Crossing will not be liable for the damage or loss of handheld devices brought into the workplace.

### **Personal Use of Chick-fil-A -Provided Handheld Devices**

Where job or business needs demand immediate access to an employee, Chick-fil-A may issue a business-owned handheld device to an employee for work-related communications. These handheld devices should be used in accordance with this policy. Chick-fil-A reserves the right to deduct from an employee paycheck any charges incurred for an employee's personal or unauthorized use of the handheld devices.

### **Recording Devices**

To maintain the security of our premises and systems, and the privacy of our employees and customers, Chick-fil-A prohibits unauthorized photography, and audio or video recording of its employees, confidential documents, or customers. This prohibition includes the use of cell phones equipped with cameras and audio and video recording capabilities. Employees may not use a cell phone, camera phone, tablet, PDA, or any other handheld device in a manner that violates our No Harassment Policy, Equal Employment Opportunity Policy, or other Chick-fil-A policies. Employees may not use a cell phone, camera phone, tablet, PDA, or any other handheld device in any way that may be insulting, disruptive, obscene, offensive, or harmful to morale. Employees who violate this policy are subject to discipline, up to and including immediate termination of employment. This policy will not be interpreted or applied to interfere with the protected rights of employees to document information related to their wages, benefits, and terms of employment.

### **Safety Issues for Handheld Devices**

Employees are required to refrain from using their handheld devices while driving in connection with their job duties, except as set forth below. Safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, employees are required to pull over to the side of the road, safely stop the vehicle, and put the vehicle in park before using any handheld device. Under no circumstances are employees allowed to place themselves or anyone else at risk to fulfill business needs. Employees who are driving may not use any handheld electronic communications device to write, send, or read any text-based communication, including text messages, instant messages, or email messages under any circumstance. If GPS/cellular device is used as a driving aid, it is only permitted if it can be used in a completely hands free mode (i.e. Android Auto).

Employees who are charged with traffic violations resulting from the use of their handheld devices while driving will be solely responsible for all liabilities that result from such actions. Employees who violate this policy will be subject to disciplinary action, up to and including termination.

## **Special Responsibilities for Managerial Staff**

As with any policy, management employees are expected to serve as role models for proper compliance with the provisions above and are encouraged to regularly remind employees of their responsibilities in complying with this policy.

This policy will not be interpreted or applied to interfere with the protected rights of employees to discuss or share information related to their wages, benefits, and terms of employment amongst themselves or with outside parties.

## **Chick-fil-A Keys/ Cards**

Each Chick-fil-A employee to whom a key or MSR card is given is responsible for proper use of that key or card and will be required to sign for it. A lost or misplaced key or MSR card must be reported immediately to your supervisor. Never duplicate or loan a key or MSR card to anyone for any reason. See your Operator or supervisor if you need another key or MSR card. All keys or MSR cards must be turned in to the Security /Maintenance Director upon separation from Chick-fil-A. Employees who take a leave of absence must turn in any keys or MSR cards prior to beginning their leave.

## **Company Vehicles**

Only authorized employees may use Chick-fil-A vehicles. If a Chick-fil-A vehicle incurs any damage while under the charge of a particular employee, that employee will be responsible for reporting the damage immediately.

You must hold a valid state driver's license for the class of vehicle you are driving. Further, you may never use a motorcycle to conduct either business or provide transportation for a customer or fellow employee. All people in Chick-fil-A vehicles are required to use their seatbelts. Not using seatbelts in a Chick-fil-A vehicle may lead to disciplinary action, up to and including termination. Only people authorized by your supervisor can be passengers in Chick-fil-A vehicles. Permitting unauthorized passengers may lead to disciplinary action, up to and including termination.

You must notify Chick-fil-A immediately of any change in the status of your driving record. Any employee whose duties include the operation of Chick-fil-A or customer vehicles who is cited for D.U.I. or for any other alcohol or drug-related moving violation will be considered to have an unacceptable driving record and his or her continued employment will be subject to review. Any employee whose duties include the operation of Chick-fil-A or customer vehicles who becomes uninsurable under Chick-fil-A's liability policy will be considered to have an unacceptable driving record and his or her continued employment will be subject to review.

If an employee receives a traffic citation while operating a Chick-fil-A or customer vehicle, the employee will be responsible for paying any fine or penalty. If an employee is involved in a traffic accident while operating a Chick-fil-A or customer vehicle, the employee is required to call a police officer to the scene of the accident. The employee must report the

accident to the Operator immediately. Do not attempt to render medical care or assistance beyond your ability.

Chick-fil-A's auto policy provides liability only coverage when a vehicle is being driven on Chick-fil-A business. Chick-fil-A DOES NOT provide physical damage (comprehensive or collision) insurance coverage on any vehicle even while being driven on Chick-fil-A business. For those utilizing their personal vehicle on Chick-fil-A business, the following defines how Chick-fil-A's auto liability policy is likely to respond in the event of an accident:

Chick-fil-A's auto liability coverage will apply on a primary basis (prior to a Team Member/Operator's personal auto liability coverage) on accidents deemed business related in accordance with the policy terms and condition as well as any applicable state laws.

Chick-fil-A's auto policy will not respond to accidents involving the Team Member, Operator, or other individual's personal automobile while being driven on personal business.

A copy of Chick-fil-A's fleet auto insurance card should be carried during each delivery. In order to ensure compliance with state regulations, it is recommended that the ID card issued to the owner of the vehicle also be maintained in the vehicle whenever it is operated. In the event of an accident, the Chick-fil-A fleet card should be presented to the responding police officer.

Given the fact that each personal auto policy is different, the Team Member or Operator should determine if their personal auto policy will provide physical damage coverage, if desired, when their vehicle is being driven on company business (specifically the delivery of food). Each insurance policy has its own set of coverage exclusions.

## **Computers, E-Mail, Voice Mail And The Internet**

The following policy governs the use of all Chick-fil-A -owned computers, personal computers used for Chick-fil-A business, e-mail and voice mail systems, and Internet access via Chick-fil-A computers or data lines. Personal computers used for Chick-fil-A business include laptops or home computers that are connected with Chick-fil-A's network on a regular or intermittent basis. This policy may not be changed except in a written document issued by Chick-fil-A or its Human Resources Department.

All Chick-fil-A computers, e-mail and voice mail facilities, and Internet access accounts are Chick-fil-A's property to be used to facilitate the business of Chick-fil-A. All information that is temporarily or permanently stored, transmitted or received with the aid of Chick-fil-A's computers, e-mail (including personal password-protected web-based e-mail) and Internet remain the sole and exclusive property of Chick-fil-A. As such, employees should have no expectation of privacy in connection with their access and use of such equipment and systems.

Employees should not use or access Chick-fil-A's computers, voice mail, e-mail and Internet systems in any manner that is unlawful, inappropriate, wasteful of Chick-fil-A resources, or contrary to Chick-fil-A's best interests. These electronic tools are provided to assist employees with the execution of their job duties and should not be abused.

### **Chick-fil-A Property**

All software that has been installed on Chick-fil-A computers and personal computers used for Chick-fil-A business is Chick-fil-A property and may not be used for any non-business, unlawful or improper purpose. In addition, all data temporarily or permanently received, collected, downloaded, uploaded, copied and/or created on Chick-fil-A computers, and all data temporarily or permanently received, collected, downloaded, uploaded, copied and/or created on non-Chick-fil-A computers used for Chick-fil-A business that relates in any manner to Chick-fil-A's business is subject to monitoring by Chick-fil-A, is the exclusive property of Chick-fil-A and may not be copied or transmitted to any outside party or used for any purpose not directly related to the business of Chick-fil-A.

Upon termination of employment, an employee shall not remove any software or data from Chick-fil-A -owned computers and shall completely remove all data collected, downloaded and/or created on non-Chick-fil-A computers used for Chick-fil-A business that relate in any manner to Chick-fil-A Citadel Crossing's business. Upon request of Chick-fil-A, a terminating employee shall provide proof that such data has been removed from all personal computers used for Chick-fil-A business.

### **Proper Use**

Employees are strictly prohibited from using Chick-fil-A computers, Chick-fil-A e-mail and voice mail systems, or Chick-fil-A Internet access accounts, for any improper purpose. Chick-fil-A's Equal Employment Opportunity policy and Policy Against Unlawful Harassment and Discrimination extend to the use of Chick-fil-A's computers, e-mail, voice mail and Chick-fil-A's Internet systems. Any employee who uses Chick-fil-A's computers, e-mail, voice mail and Internet systems in violation of these policies will be subject to discipline, up to and including immediate termination.

It is not possible to identify every type of inappropriate or impermissible use of Chick-fil-A's computers, e-mail, voice-mail and internet systems. Employees are expected to use their best judgment and common sense at all times when accessing or using Chick-fil-A's computers, e-mail, voice-mail and internet systems. The following conduct, however, is strictly prohibited:

- Employees may not transmit, retrieve, download, or store inappropriate messages or images relating to race, religion, color, sex, sexual preference, national origin, citizenship status, age, disability, or any other status protected under federal, state and local laws.
- Employees may not use Chick-fil-A's computers, personal computers used for business purposes, e-mail, voice mail and Internet systems in any way that violates Chick-fil-A's policy against unlawful harassment, including sexual harassment. By way of example, employees may not transmit messages that would constitute sexual harassment; may not use sexually suggestive or explicit screen savers or backgrounds; may not access, receive, transmit or print pornographic, obscene or sexually offensive material or information; and may not transmit, retrieve, download, store or print messages or images that are offensive, derogatory, defamatory, off-color, sexual in content, or otherwise inappropriate in a business environment. Employees are also prohibited from making threatening

or harassing statements to another employee, or to a vendor, customer, or other outside party.

- Employees are strictly prohibited from altering, transmitting, copying, downloading or removing any proprietary, confidential, trade secret or other information of Chick-fil-A , or of Chick-fil-A's customers. In addition, employees may not alter, transmit, copy or download proprietary software, databases and other electronic files without proper and legally binding authorization.
- Employees should not download, transmit, or retrieve messages from multi-network gateways, real-time data and conversation programs including, but not limited to, instant messaging services (e.g. Facebook Instant Messenger and Google hangouts), Internet chat rooms and bulletin boards during their work shift, unless such activity is necessary for business purposes.
- Employees may not use or allow another individual to use Chick-fil-A's computers, e-mail and Internet systems for any purpose that is either damaging or competitive with Chick-fil-A or detrimental to its interests.
- Employees are strictly prohibited from using Chick-fil-A's computers, e-mail or Internet systems in any manner that violates the federal Anti-SPAM law.
- Employees must honor and comply with all laws applicable to trademarks, copyrights, patents and licenses to software and other electronically available information. Employees may not send, receive, download, upload or copy software or other copyrighted or otherwise legally protected information through Chick-fil-A's computers, e-mail and Internet systems without prior authorization.
- Employees may not solicit personal business opportunities or conduct personal advertising through Chick-fil-A's computers, or e-mail.
- Employees may not engage in gambling of any kind, monitor sports scores, or play electronic games through Chick-fil-A's computers, or e-mail.
- Employees may not engage in day trading, or otherwise purchase or sell stocks, bonds or other securities or transmit, retrieve, download or store messages or images related to the purchase or sale of stocks, bonds or other securities through Chick-fil-A's computers, or e-mail.
- Please see our Social Media, Social Networking and Weblogs Policy for information about proper use of these applications.

### **Unsolicited E-mail**

Electronic mail has become an extremely important and efficient means of communication, particularly in the business world. However, the abuse of electronic mail systems, as well as the receipt and transmission of unsolicited commercial electronic mail places an incredible drain on Chick-fil-A Citadel Crossing's servers and network, and imposes

significant monetary costs to filter and remove unsolicited e-mails from our system. To eliminate the receipt and transmission of unsolicited commercial electronic mail, Chick-fil-A Citadel Crossing complies with the federal “CAN-SPAM” law. All employees are responsible for complying with the federal Anti-Spam regulations and therefore may not use Chick-fil-A Citadel Crossing’s computers, servers, network or e-mail system to:

- Transmit unsolicited commercial electronic mail promoting Chick-fil-A’s business, goods, products and services without prior authorization.
- Transmit unsolicited commercial electronic mail promoting the employee’s personal business, goods, products and services.
- Transmit commercial electronic messages to Chick-fil-A’s customers who have elected to “opt-out” of receiving Chick-fil-A’s electronic advertisements.
- Initiate a transmission of a commercial e-mail message that contains or is accompanied by false or misleading information.

In addition, to help Chick-fil-A eliminate the receipt of unsolicited commercial e-mail from outside parties advertising various websites, products or services and to further prevent the receipt of offensive or undesired outside e-mail, you should:

- Not use your Chick-fil-A computer to access any website not directly related to Chick-fil-A Citadel Crossing business; and
- Delete unfamiliar or suspicious e-mail from outside Chick-fil-A without opening it.

### **Monitoring**

Employees should expect that any information created, transmitted, downloaded, received, reviewed, viewed, typed, forwarded, or stored in Chick-fil-A computers, or store in personal computers used for business purposes, or on Chick-fil-A’s voicemail system may be accessed by Chick-fil-A at any time without prior notice. Employees should have no expectation of privacy or confidentiality in such data, messages, or information (whether or not password-protected), or that deleted messages are necessarily removed from the system.

Employees must provide all passwords and access codes for Chick-fil-A computers to the Operator upon request. Changing passwords or creating new passwords after providing passwords without notifying the Operator is strictly prohibited. If an employee is to have sole access to any of Chick-fil-A’s systems, media or other business resources on their personal device, that employee must provide the Operator with access to all of those resources, prior to separating employment.

Chick-fil-A’s monitoring policy may include, but is not limited to, physical inspection of home drives, memory devices, and handheld devices; review of content passing through Chick-fil-A’s network, data lines, and other systems, review of personal e-mail (including personal web-based password-protected e-mail) and text messages accessed using personal computers, Chick-fil-A computers and/or Chick-fil-A data connections; key loggers and other

input monitoring mechanisms; and use of screen monitoring software, hardware, and video drives.

### **System Integrity**

Because outside storage devices may compromise Chick-fil-A's systems, employees are not permitted to use personal storage devices or copies of software or data in any form on any Chick-fil-A computer without first (1) obtaining specific authorization from the Operator, and (2) scanning the data for viruses. Any employee who introduces a virus into Chick-fil-A's system via use of personal software or data may be held responsible for the consequences, including cost of repair and lost productivity.

### **Enforcement**

Violations of this policy may result in disciplinary action, up to and including termination of employment. Employees who damage Chick-fil-A's computer system through unauthorized use may additionally be liable for the costs resulting from such damage. Employees who misappropriate copyrighted or confidential and proprietary information, or who distribute harassing messages or information, may also be subject to criminal prosecution and/or substantial civil money damages.

As mentioned elsewhere in this handbook, this policy will not be interpreted or applied so as to interfere with the protected rights of employees to discuss or share information related to their wages, benefits, and terms of employment amongst themselves or with outside parties.

### **Conflict of Interest**

Our policy forbids employees from engaging in any other business or activity that would constitute a breach of the employee's duty of loyalty to the Company. This means, among other things, that employees have a duty to act in good faith while employed by the Company, to devote at all times their best efforts to the business of the Company, to perform conscientiously all duties and obligations required or assigned, and not to usurp, for personal gain, any opportunities in the Company's line of business. Employees also must not, either individually or in combination with any other employee, individual, or entity, violate Company policies or engage in activities that create an actual or perceived conflict of interest. If you think that there is a possibility that any business or activity of yours may conflict with this policy, it is your responsibility to notify the Operator and obtain his/her approval in writing.

### **Damage to Property**

Deliberate or careless damage to Chick-fil-A's property, as well as damage to your co-workers' or customers' property will not be tolerated. Employees who violate this rule may be subject to discipline, up to and including immediate termination.

## **Facsimile And Copy Machines**

Any non-business use of the facsimile and copy machines must be approved by management. Employees are prohibited from using these machines for the purpose of transmitting, receiving or copying materials, which may be deemed offensive or insulting. Any employee who receives such materials via facsimile transmission, the mail, or from any other source, should report the transmission immediately to the Security/Maintenance Director.

## **Fraud, Dishonesty And False Statements**

No employee or applicant may ever falsify any application, medical history record, invoice, paperwork, time sheet, time punch, investigative questionnaires or any other Chick-fil-A document. Any employee found to have falsified or made material misrepresentations or omissions on any such document will be subject to immediate termination of employment. If you observe any such violations, please report them to the Security/Maintenance Director immediately.

## **Gambling**

Gambling is prohibited on Chick-fil-A property, or through the use of Chick-fil-A's property.

## **Hazardous And Toxic Materials**

If your job requires that you use hazardous or toxic materials, you are expected to comply with all laws, rules and regulations concerning their safe handling and disposal. If you have any questions about the materials you work with or the proper safety or disposal procedures to follow, please discuss them with your supervisor before taking any action.

## **Honesty**

Our credibility with our customers is critical to our success. Misrepresentation to a customer is against Chick-fil-A policy and against the law. Under the law, an employee may be held personally liable for making misrepresentations to customers. It is also against Chick-fil-A policy to mislead or misrepresent any credit application or customer credit status to any financial institution. Employees are also expected to be honest in their dealings with their supervisors and co-workers. Dishonesty can result in discipline up to but not limited to immediate termination.

## **Housekeeping**

Employees must maintain their own work areas and keep them in a presentable manner. At the close of each business day, ensure that all equipment is cleaned and put away. Employees will not litter or discard such items as cigarettes or wrappers on the premises. Remember, we want our customers to look at us as a professional, neat organization.



Work areas must be maintained in a clean, healthy and orderly fashion to prevent unsafe conditions and potential accidents. If you observe conditions or equipment which are potentially dangerous, report them immediately to your supervisor. It is each employee's responsibility to make sure the work area is clean and orderly at the completion of the scheduled work shift.

## **Illegal Activity**

Employees are not permitted to engage in any kind of illegal activity on duty or on Chick-fil-A's property, or while off the job which reflects detrimentally on Chick-fil-A's reputation. Illegal activity may result in disciplinary action up to and including termination. Illegal activity will also include notification to the authorities if we believe them to be unaware.

## **Insubordination**

We all have duties to perform and everyone, including your supervisor, must follow directions from someone. It is against our policy for an employee to refuse to follow the directions of a supervisor or management official or to treat a supervisor or management official in an insubordinate manner in any respect. Employees must fully cooperate with Chick-fil-A investigations into potential misconduct. Refusal to fully disclose information in the course of a Chick-fil-A investigation of workplace misconduct constitutes insubordination and will not be tolerated.

## **Meetings**

From time to time, individual or team meetings may be held for the purpose of providing instruction, training, or counseling or to review Chick-fil-A operating policies. You are required to attend all Chick-fil-A meetings in which you have been asked to attend. You will be paid your regular hourly rate for attending such meetings.

## **Misuse Of Property**

No employee should misuse, or use without authorization, equipment, vehicles or other property of customers, vendors, other employees of Chick-fil-A.

## **Off-Duty Use Of Facilities**

Employees are prohibited from being on Chick-fil-A premises or making use of Chick-fil-A facilities while not on duty and without authorization, or in the role of a guest. Employees are expressly prohibited from using Chick-fil-A facilities, Chick-fil-A property or Chick-fil-A equipment for personal use without written permission from the Operator.

## **Off-Duty Social And Recreational Activities**

During the year, Chick-fil-A may sponsor social or recreational activities for its employees. Your attendance at such social activities, however, is completely voluntary and is not work-required. Neither Chick-fil-A nor its insurer will be liable for the payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

## **Outside Employment**

There have been times when most of us have had the opportunity or the need to have two jobs at one time. It is important that other employment, as well as outside interests, do not interfere in any way with an employee's job with Chick-fil-A. You should be careful that extra hours of work do not affect the safe operation of your job by leaving you tired and slow to react. Also, if your second job could create a potential conflict of interest, for example, working for a competitor, you are required to obtain written approval, in advance, from the Operator.

## **Overtime and Work Schedule**

Chick-fil-A may periodically schedule overtime or weekend work in order to meet production needs. We will attempt to give as much advance notice as possible, and we expect that all employees who are scheduled to work overtime will be at work, unless excused by their supervisor. Non-exempt employees who work overtime will be compensated at a rate of one and one-half times their normal pay for all overtime hours worked. Overtime is considered hours worked in excess of 40 hours in a week, 12 hours in a day, or 12 consecutive hours, regardless of whether the work period overlaps into a second day. Any overtime work not scheduled by Chick-fil-A Citadel Crossing must be pre-approved by your supervisor. Working overtime without your supervisor's approval may result in discipline, up to and including termination.

Your supervisor will inform you of the hours you are to work. Due to changing needs of our customers, your actual work schedule may vary from time to time. These changes are made available via Hotschedules. Management retains the right to reassign employees to a different shift where it is necessary for the efficient operations of Chick-fil-A.

## **Parking**

So that we will have sufficient and convenient parking for our customers, we require all of our employees to park their vehicles in the area designated for employee parking. If you have any questions as to where you should park your vehicle, please ask your supervisor.

## **Personal Mail**

All mail which is delivered to Chick-fil-A is presumed to be related to our business. Mail sent to you at Chick-fil-A will be opened. Chick-fil-A postage meters and letterhead may not be used for personal correspondence.

## **Personal Telephone Calls And Visits**

We have a limited number of telephone lines at Chick-fil-A, and it is essential that we keep those lines open for business calls. Therefore, we ask our employees to refrain from making or receiving personal calls except in emergencies. Employees who violate this policy will be personally liable for unauthorized calls and will be subject to discipline, up to and including immediate termination.

Personal visits by friends or relatives during work hours can be disruptive to our operations and are strongly discouraged. If you receive a non-business-related visit from a friend or relative, you must notify your supervisor at the time of your guest's arrival and departure. Non-employees are strictly forbidden from entering unauthorized areas without written consent by the Operator.

## **Personnel Records**

Recognizing the confidential nature of the information in your personnel record, Chick-fil-A limits access to the personnel records to you and those with proper authorization or pursuant to legal process. Personnel files are the property of Chick-fil-A and will be treated the same as any other confidential Chick-fil-A information.

No documents contained in your personnel file will be released without your consent, except pursuant to legal process. Any records of medical evaluation results will be maintained in a separate file, in accordance with legal requirements, and may only be reviewed by authorized individuals with the approval of the Operator.

At least once a year, and at a time convenient for both you and Chick-fil-A, you may review and obtain a copy of your own personnel file, with certain limitations as established by law. The Operator, GM, AGM or Director will be present with you during your inspection. If you wish to make a copy of your file, you will be responsible for the reasonable duplication costs. You may also correct or clarify personal information contained in your personnel file, at the discretion of the leader supervising your inspection. Additionally, a manager may review your personnel file if you have a current reporting relationship to that manager or have been interviewed and are being considered for a position reporting to that manager. Your personnel records also are subject to review by investigative agencies, or during periodic internal audits conducted by Chick-fil-A. After termination, you may make one inspection of your personnel file.

## **Poor Performance**

Employees are expected to make every effort to learn their job and to perform at a level satisfactory to Chick-fil-A at all times. The following procedure may be used by Chick-fil-A in matters concerning unacceptable job performance or behavior, or disciplinary action. These are merely guidelines for handling performance, behavior, or disciplinary problems, and does not guarantee that a set procedure will be followed in every case. Chick-fil-A retains the right to evaluate each case of unacceptable job performance or problem behavior and to take whatever disciplinary action it deems appropriate based on the total circumstances involved.

Chick-fil-A management or an employee's supervisor may first advise the employee verbally if he or she is not performing to acceptable standards. Documentation may be added to the employee's personnel file at this time. If satisfactory improvements are not made after a verbal warning, a written warning may be given to the employee for review and placed in the employee's personnel file. If the employee's performance still does not improve to an acceptable level, further action may be taken, which may include suspension or termination.

Your employment at Chick-fil-A® Citadel Crossing is expressly at the will of you and Chick-fil-A® Citadel Crossing. Either you or Chick-fil-A® Citadel Crossing 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.

## **Sleeping**

Everyone needs to be fully alert while on the job in order to protect the safety of all employees and to properly serve our customers. Therefore, sleeping or inattention on the job will not be tolerated and may lead to immediate discipline, up to and including termination.

## **Publicity**

In the course of advertising, public relations or other similar conduct for business purposes, Chick-fil-A may utilize media resources. Chick-fil-A may use your photograph, picture, or voice transcription for promotion or advertising at any time without compensation.

## **Relationships Policy**

Chick-fil-A has adopted this policy in recognition of its responsibility to provide guidelines on and to caution employees of the potential problems posed by romantic and sexual relationships with other employees. These problems include conflicts of interest, interference with the productivity of coworkers, and potential charges of sexual harassment. These problems can be particularly serious in situations in which one person has a position of authority over the other, such as in a supervisor-subordinate position.

Chick-fil-A does not prohibit consensual relationships between employees, but it does impose the following restrictions:

1. Chick-fil-A prohibits supervisors and managers from engaging in amorous or sexual relationships with subordinates and requires the supervisor or manager to disclose the existence of such relationship immediately. If such a relationship exists, supervisors and managers are required to take steps to resolve any potential conflict of interest or impropriety created by the relationship.
2. All employees must avoid amorous or sexual relationships with other employees that create conflicts of interest, potential charges of sexual harassment, or discord or distractions that interfere with other employees' productivity.
3. All employees are expected to behave in a professional manner and avoid inappropriate displays of affection, etc., in the work environment.

If you have any questions, or would like to discuss this policy further, please contact the HR Director.

## **Requesting Time Off**

- Single Day Requests - Please submit any requests for time off at least two weeks in advance of day requested– the cut off is 9:00 pm 14 days prior to requested date (in other words, you will be able to request days off 14 days before requested day). Not all requests are automatically granted, but we will attempt to accommodate reasonable scheduling requests, if possible, consistent with the need to staff our Restaurant appropriately to meet the business and customer needs.
- If you need time off after the schedule has been posted, it is your responsibility to make arrangements with another appropriate Employee to work your scheduled shift. This change, to be effective, must be swapped in HotSchedules and approved by Leadership via the Hotschedules app.
- Multiple Day Off Requests – requests of 3 days or more should be submitted at least 2 weeks in advance.
- Availability Changes – Please submit any requests for availability in advance of the day requested– the cut off is 9:00 pm 14 days prior to requested date (in other words, you will be able to request days off 14 days before requested day). All availability requests are subject to the needs of the business and therefore are not guaranteed to be approved.
- Requests for time off or availability changes may be denied unless the time off or availability change is for leave mandated by federal, state or local law and you are both qualified and have complied with all procedural requirements in requesting the leave.

**Requests for time off that are not made in accordance with this policy may be denied unless**

**the time off is for leave mandated by federal, state or local law and you are both qualified and have complied with all procedural requirements in requesting the leave.**

## **Scheduling**

The work schedule for our Restaurant generally will be posted for the following week by Leadership by Saturday. You are responsible for working your scheduled hours. If there is an emergency or if for any other reason you cannot work your scheduled shift, you are responsible for finding a replacement. You may never change the schedule without the approval of the Operator and/or Leadership. All shift swaps must be through our scheduling app, HotSchedules and approved by Leadership.

Hours of work will be assigned based on a number of business factors taken into consideration by Leadership at our Restaurant including, but not necessarily limited to, business needs, skills, availability, productivity, performance, attitude, and punctuality.

## **Schedules**

Unless otherwise required by law, work schedules will be posted by Saturday for the workweek beginning the following Monday. Schedule change requests should be submitted at least 14 days prior to the requested day off. Once the request deadline has passed, you must work your scheduled shift or find a qualified Employee to take your place, subject to legally-protected exceptions. Any changes must be authorized by the appropriate shift leader, scheduler, a Director, the AGM, the GM or the Operator.

Detailed instructions will be provided to you during orientation and on Central Avenue, on the use of HotSchedules for requesting time off, trading shifts and general scheduling communication. Employees 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 an appropriate Shift Leader approved replacement, may result in disciplinary action, up to employment termination.

Chick-fil-A may remove you from the schedule if it determines that it would be in your best interest. This could be, but is not limited to, reasons of consistent sickness, lack of safe transportation or during investigation due to your concerns of an unsafe work environment.

All employees are required to be available on Saturdays. Any exceptions are subject to approval by the Scheduler, HR Director, AGM, GM or Operator.

## **Searches and Inspections**

In order to protect the safety and property of all of our employees, Chick-fil-A reserves the right to inspect employees' lockers, desks, cabinets, briefcases, bags, toolboxes, purses, personal motor vehicles and any other personal belongings brought onto Chick-fil-A property. Employees are expected to cooperate in any search. Failure to cooperate will result in disciplinary action up to and including termination of employment.

## **Smoking**

Smoking is prohibited in all Chick-fil-A buildings and vehicles. Smoking must be confined to the parking lot, and not where guests may be affected by the smoke. For safety reasons, smoking is prohibited in all areas where paint and flammable materials are present. Because smoking in the presence of some customers and co-workers may be offensive to them, we expect that employees who choose to smoke will exercise good judgment as to when and where they smoke.

## **Social Media, Social Networking and Web Blogs Policy**

This policy governs employee use of social media, including any online tools used to share content and profiles, such as personal web pages, message boards, networks, communities, and social networking websites including, but not limited to, Facebook, Instagram, Reddit, Instagram, Snapchat, Tik Tok, Flickr, Twitter, LinkedIn and web blogs. The lack of explicit reference to a specific site or type of social media does not limit the application of this policy.

Chick-fil-A respects the rights of all employees to use social media. However, because communications by Chick-fil-A employees on social media could, in certain situations, negatively impact business operations, customer relations, or create legal liabilities, it is necessary for Chick-fil-A to provide these guidelines. For example, there are special requirements applicable to publishing promotional content online. Promotional content is content designed to endorse, promote, sell, advertise or otherwise support a Chick-fil-A's products or services. These guidelines are intended to address these and other similar matters.

In addition to ensuring that employee use of social media does not create any legal liabilities, these guidelines are intended to ensure employees understand the types of egregious conduct that is prohibited. This policy will not be interpreted or applied so as to interfere with the protected rights of employees to discuss or share information related to their wages, benefits, and terms of employment amongst themselves or with outside parties.

Employees engaging in use of social media are subject to all of Chick-fil-A's policies and procedures, including, but not limited to, Chick-fil-A's policies: (1) protecting certain confidential information related to Chick-fil-A's operation; (2) safeguarding Chick-fil-A property; (3) prohibiting unlawful discrimination, harassment and retaliation; and (4) governing the use of Chick-fil-A computers, telephone systems, and other electronic and communication systems owned or provided by Chick-fil-A.

Employees are prohibited from the following:

- Using or disclosing Chick-fil-A's trade secret information or proprietary information related to products, production processes, designs, or using or disclosing documents or similar information that has been designated or marked as business sensitive, confidential/private, intellectual property or business use only for any purpose that is unrelated to any employee concern involving wages, benefits, or other conditions of employment. Examples of confidential information include customer information, trade secrets, financial information and strategic business plans, and does not include information related to wages and other personnel issues.
- Using or disclosing a client's, vendor's, partner's or supplier's trade secret information or confidential information (as defined above) related to products, production processes, designs, or using or disclosing documents or information that have been designated or marked as business sensitive, confidential/private, intellectual property or business use only.
- Using social media to post or to display comments about co-workers, supervisors, customers, vendors, suppliers or members of management that are vulgar, obscene, physically threatening or intimidating, harassing, or otherwise constitute a violation of Chick-fil-A's workplace policies against discrimination, retaliation, harassment, or hostility on account of any protected category, class, status, act or characteristic that are unrelated to any employee concern involving wages, benefits, or conditions of employment.
- Using Chick-fil-A trademarks or logos in a manner that would mislead or confuse the public or customers about the source of Chick-fil-A's products.
- Posting or displaying content that is an intentional public attack on the quality of Chick-fil-A Citadel Crossing's products or services in a manner that a reasonable person would perceive as calculated to harm Chick-fil-A's business and reduce its income and is unrelated to any employee concern involving wages, benefits, or conditions of employment.
- Unless authorized and approved by Chick-fil-A, disclosing or publishing any promotional content, as defined above, about Chick-fil-A or its products. If content regarding a Chick-fil-A product or service could be relied on by the public or customers, employees should indicate that their views are their own and do not reflect the views of Chick-fil-A.
- Engaging in activities that involve the use of social media that violate other established Chick-fil-A policies or procedures.
- Using social media while on work time, which is the time employees are engaged in work, unless it is being done for Chick-fil-A business and with the authorization of Chick-fil-A.
- Posting a photograph of a team member, supervisor, manager, vendor, supplier, or customer without their express permission.

Violations of this policy may result in disciplinary action up to and including termination. If you have any questions about this policy, contact your supervisor or the AGM, GM, or



Operator. Employees should comply with any Chick-fil-A request to temporarily or permanently limit their communications to matters unrelated to Chick-fil-A's business operations if Chick-fil-A believes it is necessary and advisable to ensure compliance with security regulations or other related laws.

Employees may not use employer-owned equipment, including computers, Chick-fil-A-licensed software or other electronic equipment, nor facilities or Chick-fil-A time, to conduct personal blogging or social networking activities.

Employees should know that Chick-fil-A has the right to and will monitor the use of its computer, telephone, and other equipment and systems, as well as any publicly accessible social media. Employees should expect that any information created, transmitted, downloaded, exchanged or discussed on publicly accessible online social media may be accessed by Chick-fil-A at any time without prior notice. This is particularly true in cases involving the use of Chick-fil-A equipment or systems.

NOTHING IN THIS POLICY IS INTENDED TO UNLAWFULLY RESTRICT AN EMPLOYEE'S RIGHT TO ENGAGE IN ANY OF THE RIGHTS GUARANTEED TO THEM BY § 7 OF THE NATIONAL LABOR RELATIONS ACT, INCLUDING BUT NOT LIMITED TO, THE RIGHT TO ENGAGE IN CONCERTED PROTECTED ACTIVITY FOR THE PURPOSES OF THEIR MUTUAL AID AND PROTECTION. NOTHING IN THIS POLICY WILL BE INTERPRETED, APPLIED, OR ENFORCED TO INTERFERE WITH, RESTRAIN, OR COERCE EMPLOYEES IN THE EXERCISE OF § 7 RIGHTS.

## **Solicitation - Distribution Policy**

Our main job at Chick-fil-A is to give our customers the best service possible. In order to allow employees to provide our customers and their jobs with their undivided attention, the solicitation by an employee of another employee for the support of any organization is prohibited during the working time of either employee. In addition, the distribution of advertising materials, handbills or other literature is prohibited in all working areas and sales areas at all times. E-Mail, texting, facsimile machines, and voice mail may not be used to advertise or solicit employees during work time. Similarly, non-employees may not come on Chick-fil-A's property at any time to solicit for any cause or distribute material or literature of any kind for any purpose without the express written consent of the Operator.

## **Team Member Appearance/Uniforms**

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. Employees are expected to fully comply with Chick-fil-A's personal appearance and behavior policy at all times while at work.

### *Uniforms*

- Team members who work on average 32 hours per week or more will receive two uniforms at no cost. Team members who work on average less than 32 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 and caps) must be from the Chick-fil-A TeamStyle collection. Exemptions, such as plain solid color outerwear or layers for the purpose of warmth and Director uniforms may be Elevated Business Casual at the Operator and or GM's consent. Colors should be consistent with the 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 the outermost garment, on the team member's right chest. Other miscellaneous pins, buttons, stickers or ribbons may not be worn on the uniform or affixed to nametag.
- All shirts (except maternity tops, tunics, blouses and sweaters) must be worn tucked in.
- Polo shirts must be worn with at least the bottom button fastened.
- All buttons must be fastened on women's short-sleeved woven (button-front) and 3/4-sleeve woven shirts. Women's white long-sleeved shirts may have the top button unfastened.
- Men must wear solid white or black t-shirts (no printing or graphics) under all shirts. T-shirts are optional for women. All t-shirts must be in good condition (with no holes, fraying, discoloration, etc.). T-shirt sleeve length should not extend below the bottom edge of TeamStyle shirt sleeve.
- Mock turtlenecks, from the TeamStyle collection, may only be worn under polo shirts, woven (button-front) shirts or sweater vests.
- All coats, jackets or sweatshirts must be black, gray, red or dark blue. Sweatshirts may have a hood if serving as a head covering during cold/windy weather.
- Pants must fit properly and must be hemmed to fall at the midpoint of the heel. Cuffed or pegged pants are not acceptable.
- TeamStyle belts must be worn and must be trimmed so that the end does not hang below the 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.).
- Team Members must wear black, navy, gray socks (to complement bottoms), TeamStyle socks, black hose or flesh-toned hose.
- Chick-fil-A neckties may be worn only with long-sleeved 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 short-sleeved, button-front shirts or with women's shirts.

- Chick-fil-A neck-tie scarves may be worn with all women's ¾-sleeved or long-sleeved shirts.
- Chick-fil-A TeamStyle caps/visors may be worn at the Operator's discretion or to comply with local health department requirements. 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 the brim of the cap.

### *Jewelry*

- Jewelry (including medical alert jewelry) must be modest in size to help prevent the cross-contamination of food. Jewelry worn in Customer service areas must not be distracting to Customers (e.g., it should be small in size, no neon colors, no attached decoration).
- Necklace: Tucked inside clothing for safety.
- Piercings: Piercings are allowed but limited to:
  - Ears, but limited to simple metal studs with no attached decoration or gemstones, and no dangling or hoop earrings
  - Nostrils, but limited to a single metal stud with no attached decoration or gemstone, or a single clear/flesh-toned retainer
  - No other visible piercings (facial or other) are allowed
  - Band-aids should not be worn to cover piercings
  - Team Members must follow their local food code regarding nostril piercings.
- Rings: Limited to a plain band without gemstones (such as a wedding band). When worn in food prep areas, must be worn with gloved hands to avoid food contamination or catching on equipment.
- Makeup, perfume and cologne must be subdued and worn in good taste so as not to be distracting to Customers or team members.
- Body modifications visible to Customers are not acceptable (for example, extended earlobes, ear gauges/plugs or any piercings other than traditional ear piercings or a single nostril piercing).
- Dental modifications must not be visible (for example, decorative dental grills, dental tattoos); orthodontic braces and bands must be in neutral colors.

## **Wristwatches and/or Medical Alert Bracelets**

- Only wristwatches/medical alert bracelets that are 1) conservative in size and appearance and 2) free from attached decoration or gemstones may be worn in the Restaurant. They must not be worn in food prep areas (medical alert bracelet may be kept in pocket).

## **Personal Hygiene**

- Team Members are expected to present a professional appearance (neat and well-groomed) with good hygiene (e.g., clean and with appropriate application of body deodorant).

## **Hair**

- Hair must comply with local health department requirements. Hair must be clean and hairstyles must be neat and professional in appearance.
  - Effective hair restraints (e.g., hair accessories, hats, visors, hair nets, Chick-fil-A chef hats) must be worn to hold back any loose hair that could potentially fall into food.
  - Hair that falls around the face must be tied back and restrained using a hair accessory that has no jeweled or beaded parts that could come loose.
  - Hair Color: Natural hair coloring is acceptable. Dying hair is allowed as long as it is a naturally occurring hue (e.g., black, brown, blonde, red, gray). Dying hair in unnatural hues (e.g., pink, purple, green, blue) is not allowed.
  - Distracting Hair Styles (e.g., Mohawks or shaven words, symbols, logos, etc.) are unacceptable.
- False eyelashes are up to Operator discretion, if allowed by local health department guidelines.

## **Facial Hair**

- Cleanly shaven facial hair is permitted at All Restaurants. If facial hair is permitted at the Restaurant location, the following facial hair styles are acceptable:
  - Short, neatly groomed mustaches.
  - Short, neatly groomed goatees with well-defined lines.
  - Short, neatly groomed beards with defined cheek and necklines.
  - Short is defined as hair up to 1/2" in length (No.4 standard trimmer guard).
  - Sideburns trimmed to no longer than bottom of earlobe and must be a consistent width, from top to bottom.
  - 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.
  - Beard nets are only required if beards exceeds 1/4 inch in length
  - Unacceptable facial hair styles include:
    - No undefined lines, shavings, carvings, designs or extreme styles (no chin straps, chops, handlebar, etc.)
    - Note: Team members should not work with unclear lines or patchy, inconsistent hair growth. While a Team Member is growing facial hair, the acceptable facial hair guidelines still must be followed.

## **Fingernails**

- Fingernails must comply with applicable Food Code and local health department requirements. Additionally:
  - Fingernails must not extend beyond fingertips when viewed from the open palm.
  - False fingernails and fingernail gems are not allowed.
  - Fingernail polish is allowed in Customer service areas. When fingernail polish is worn in food prep areas, gloves must always be used.

## **Tattoos**

- If visible tattoos are permitted at your Restaurant, the following standards must be met:
  - Tattoos must not be visible on the face.
  - Visible tattoos must not contain profanity or be racially offensive, sexually explicit, violent, vulgar or otherwise offensive to other Team Members and Customers.
  - Tattoos that do not meet requirements above can be covered by approved TeamStyle uniform items (for example, long-sleeved polo or performance sleeve) and/or with waterproof makeup.
- Safety Gear
  - Yellow Hi-Vis, reflective safety wear with 360-degree coverage (e.g., Drive-Thru Safety Strap) is required for:
    - Team Members working outside the Restaurant in the drive-thru, parking lot for curbside delivery, or directing traffic.
    - Chick-fil-A® Delivery drivers on bike, foot or moped.

## **Restaurant Leadership Uniforms**

All Restaurant leaders are required to wear approved TeamStyle clothing and slip-resistant shoes (e.g., Front-of-house/back-of-house leaders, Shift Leaders, Managers, Directors, etc.).

The only exception is the most senior level of an Operator's leadership team (General Manager). In this case they must adhere to the Operator Restaurant Attire Standard of elevated business casual.

## **Elevated Business Casual**

Elevated business casual promotes a professional appearance and look, cohesive with the rest of the team (i.e., utilizing colors in the Visual Identity Standards, avoiding patterns and colors that distract Customers and do not match Team Member uniforms). Patterns and colors not adhering

to the Visual Identity Standards may be acceptable if acquired from a Chick-fil-A Corp. provided source (i.e. teamstyle, the Mill, Sunrise Identity, etc...).

Any other appearance or grooming issue not covered in this section may be addressed at the discretion of the Operator, GM, or Director. 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 will, consistent with the requirements of federal, state or local law, consider making reasonable accommodations with respect to dress or grooming requirements that are related to a team member's religion or ethnicity. If an accommodation of this nature is required, please notify the Operator and please be prepared to discuss potential reasonable accommodations.**

## Theft

- Our society has laws against theft and we have strict rules mirroring these laws. To protect you, your co-workers and Chick-fil-A, we reserve the right to inspect all purses, briefcases, packages, lockers and vehicles on Chick-fil-A's property. If you remove Chick-fil-A property from the premises, you must obtain written permission in advance from your supervisor. Some Examples of theft:
- 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;
  - 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 or coupons in exchange;
  - Giving away food to team members 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;
  - Signing for food or goods not delivered;

- Eating during your shifts while not on an approved break;
- Giving out unauthorized promotional material or discounts.
- Time

## **Unauthorized Interviews**

As a means of protecting yourself and Chick-fil-A, no unauthorized interviews are permitted to be conducted by individuals representing themselves as attorneys, peace officers, investigators, reporters, or someone who wants to “ask a few questions.” If you are asked questions about Chick-fil-A or its current or former employees by any person, you are directed to refer that individual(s) to a Director, AGM, GM or Operator. A decision will then be made as to whether that individual may conduct any interview and they will be introduced to you by the Director, AGM, GM or Operator with a reason for the questioning. Similarly, if you are aware that an unauthorized interview is occurring at Chick-fil-A, immediately notify a Director, AGM, GM or Operator.

Nothing in this policy will be interpreted or enforced to interfere with or restrain an employee’s right to engage in any of the rights guaranteed to them by § 7 of the National Labor Relations Act.

## **Workplace Violence Policy**

Chick-fil-A has a zero tolerance policy for violent acts or threats of violence against our employees, applicants, customers or vendors.

We do not allow fighting, or hostile words or conduct. Weapons of any kind are strictly prohibited and not permitted on Chick-fil-A premises unless authorized by the Operator for the purpose of self defense. Any authorized carrying of a weapon must be in accordance with state and federal laws. Law enforcement is authorized to carry a weapon on the premises.

No employee should commit or threaten to commit any violent act against a co-worker, applicant, customer or vendor. This includes discussions of the use of dangerous weapons, even in a joking manner.

Any employee who is subjected to or threatened with violence by a co-worker, customer or vendor, or is aware of another individual who has been subjected to or threatened with violence, is to report this information to his/her supervisor or manager as soon as possible.

All threats should be taken seriously. Please bring all threats to our attention so that we can deal with them appropriately. All threats will be thoroughly investigated, and all complaints which are reported to management will be treated with as much confidentiality as possible.

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

Chick-fil-A® at Citadel Crossing does not believe it is necessary to list exhaustively every work



rule or standard of conduct for our Employees. All Employees 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 Employees 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).

In some instances of rule violations, improper conduct or unsatisfactory job performance, progressive disciplinary action may be appropriate. Serious instances of rule violations, improper conduct or unsatisfactory job performance, as determined by a Director, AGM, GM or 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 Employee in or out.
- Clocking in or out for an Employee 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 any member of the leadership team.  
Insubordination and disrespect to be interpreted by a Director, AGM, GM or Operator.
- Excessive unexcused tardiness or absence, or failure to notify the appropriate shift 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 not directed or 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.
- Giving too much change.
- Using or manipulating guest reward points in any way other than intended.
- 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 Employees 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 an Employee without authorized consent.
  - 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 Employee that any particular disciplinary steps will be followed in any given case. Employment at Chick-fil-A® Citadel Crossing remains at-will.

## **Attendance & Performance Infraction System**

The following chart is a point system to document the attendance and performance of each Employee. These points are calculated over a rolling 90 day period.

Point values are subject to revaluation and change at any time as determined by the Operator and Leadership.

Excessive points from quarter to quarter are subject to disciplinary action outside of this system.

This point system is not exhaustive of all disciplinable conduct. Serious instances of rule violations, improper conduct or unsatisfactory job performance, as determined by a Director, AGM, GM or Operator, may result in severe forms of disciplinary action, up to and including immediate termination of employment, without prior progressive disciplinary action.

### **Infraction Types**

#### **-1 Point Documentation**

- Pick Up Leader Requested Shift: One year (365 days)

#### **0 Point Documentation**

- Call Out - Sickness: One year (365 days)
- Coaching Conversation: One year (365 days)
- Expectation Reminder: One year (365 days)
- Infraction Meeting: One year (365 days)
- Sent Home - Sickness: One year (365 days)
- Suspension: One year (365 days)
- Verbal Warning: One year (365 days)

- Written Warning: One year (365 days)
- Written Warning Meeting: One year (365 days)

#### ½ Point Infraction

- 1-5 Minutes Late: One quarter (90 days)
- Cash Shortage: One quarter (90 days)
- Failure/Forgot to Clock In for Shift: One quarter (90 days)
- Failure/Forgot to Clock Off Break: One quarter (90 days)
- Failure/Forgot to Clock On Break: One quarter (90 days)
- Failure/Forgot to Clock Out from Shift: One quarter (90 days)

#### 1 Point Infraction

- 6-10 Minutes Late: One quarter (90 days)
- Failure to Input Remake: One quarter (90 days)
- Incompletion of Transition/Cleaning Task: One quarter (90 days)

#### 2 Point Infraction

- 11-15 Minutes Late: One quarter (90 days)
- Dish Violation: One quarter (90 days)
- Food Quality Violation: One quarter (90 days)
- On Phone While Working: One quarter (90 days)
- Uniform Violation or Appearance Guidelines: One quarter (90 days)

#### 3 Point Infraction

- 16-20 Minutes Late: One quarter (90 days)
- Failure to Give Attentive & Courteous Service: Default (90 days)
- Food Safety Violation: One quarter (90 days)
- Poor Performance: One quarter (90 days)
- Profanity: One quarter (90 days)

#### 5 Point Infraction

- +21 Minutes Late: One quarter (90 days)

- Bad Attitude: One quarter (90 days)
- Inappropriate Conversation: One quarter (90 days)
- Negligence of Equipment: One quarter (90 days)
- Poor Productivity: One quarter (90 days)

#### 7 Point Infraction

- +45 Minutes Late: One quarter (90 days)

#### 10 Point Infraction

- Failure to Take Ownership (Attitude): One quarter (90 days)
- No Show With Call: One quarter (90 days)

#### 15 Point Infraction

- Disrespect: One quarter (90 days)
- No Call/No Show: One quarter (90 days)
- Violation of Safety Protocol: One quarter (90 days)

#### 25 Point Infraction

- Insubordination: One year (365 days)
- Job Abandonment: One year (365 days)
- Suspended for a Third Time: One year (365 days)

# **Changes In Status**

## **Changes In Personnel Records**

To keep your personnel records up to date, to ensure that Chick-fil-A has the ability to contact you, and to ensure that the appropriate benefits are available to you, you are expected to notify Chick-fil-A promptly of any change of name, address, phone number, number of dependents, or other applicable information.

## **Outside Inquiries Concerning Employees**

All inquiries concerning employees from outside sources should be directed to the HR Director, GM or Operator. No information should be given regarding any employee by any other employee or manager to an outside source.

## **Notice Of Resignation**

In the event you choose to resign from your position, we ask that you give us at least two weeks written notice, which we may accelerate in our sole discretion. You are responsible for returning Chick-fil-A property in your possession or for which you are responsible. You will receive any final pay at the next regular payroll cycle following the effective date of your resignation.

## **Involuntary Termination**

Employees terminated at the will of Chick-fil-A can be paid all earned, but unpaid, wages at the time of termination. If the accounting department is closed at the time, the employee can be paid within 48 hours after the accounting department reopens. If the terminated employee would like payment within 48 hours of termination, contact the GM or Director responsible for Payroll.

## **To Sum It All Up**

This handbook highlights your opportunities and responsibilities at Chick-fil-A. It is a guide to your bright future here. By always keeping the contents of the handbook in mind, you should be successful and happy in your work at Chick-fil-A. Once again, welcome to our Chick-fil-A, and we look forward to working with you.

## EMPLOYEE ACKNOWLEDGMENT AND AGREEMENT

By signing below, I acknowledge that I have received a copy of the Chick-fil-A Citadel Crossing's Employee Handbook and I will familiarize myself with its guidelines.

1. I acknowledge that nothing in the Employee Handbook creates or is intended to create a promise or representation of continued employment or any other contractual rights or obligations, and that my employment, position, and compensation at Chick-fil-A are at-will, shall be for no specific duration, and may be changed or terminated at the will of Chick-fil-A. Both Chick-fil-A and I have the right to terminate my employment at any time, with or without cause or notice. By signing below, I certify that I understand that employment at-will is the sole and entire agreement between myself and Chick-fil-A concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations (whether written or oral) concerning the duration of my employment with Chick-fil-A and/or the circumstances under which my employment may be terminated.

2. This is the entire agreement between myself and Chick-fil-A regarding the length of my employment, and the reasons for termination of my employment, and this agreement supersedes any and all prior agreements regarding these issues. Oral representations or agreements made before or after employment do not alter this Agreement.

3. If any term or provision, or portion of this Agreement is declared void or unenforceable it shall be severed and the remainder of this Agreement shall be enforceable.

MY SIGNATURE BELOW ATTESTS TO THE FACT THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS.

DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE ACKNOWLEDGMENT AND AGREEMENT.

---

Signature

---

Print Full Name

---

Date

---

Signature

---

Title

---

Date

[RETAIN IN EMPLOYEE PERSONNEL FILE]





## **EMPLOYEE ACKNOWLEDGMENT OF COMPS ORDER**

By signing below, I acknowledge that I have received a copy of the current Colorado Overtime & Minimum Pay Standards Order (“COMPS Order”).

I acknowledge that nothing in the COMPS Order creates or is intended to create a promise or representation of continued employment or any other contractual rights or obligations, and that my employment, position, and compensation at Chick-fil-A are at-will, shall be for no specific duration, and may be changed or terminated at the will of Chick-fil-A. Both Chick-fil-A and I have the right to terminate my employment at any time, with or without cause or notice.

**MY SIGNATURE BELOW ATTESTS TO THE FACT THAT I HAVE BEEN PROVIDED, READ AND UNDERSTAND THE COMPS ORDER.**

**DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE ACKNOWLEDGMENT AND THE COMPS ORDER.**

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Signature

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Print Full Name

---

Date

[RETAIN IN EMPLOYEE PERSONNEL FILE]



COLORADO  
Department of  
Labor and Employment

## COLORADO OVERTIME & MINIMUM PAY STANDARDS ORDER ("COMPS Order") #39, POSTER & NOTICE

*Effective 1/1/24: must update annually;  
new poster available each December*

### Colorado Minimum Wage: inflation-adjusted annually: \$14.42/hour in 2024, (Rule 3)

- Employees must be paid at least minimum wage (whether hourly, salary, commission, piecework, etc.) unless exempt
- Unemancipated minors can be paid 15% less than full minimum wage
- Use the highest minimum wage that applies; all local minimum wages are posted at [ColoradoLaborLaw.gov](https://coloradolaborlaw.gov)

### Overtime: 1½ times regular pay rates for hours over 40 weekly, 12 daily, or 12 consecutive (Rule 4)

- Overtime is required *each* week over 40 hours, or day over 12, even if 2 or more weeks or days *average* fewer hours
- Employers cannot provide time off ("comp time") instead of time-and-a-half premium pay for overtime hours
- Key variances/exemptions (all are detailed in Rules 2.3-2.4):
  - Modified overtime in a small number of health care jobs; exemption for certain heavy vehicle drivers
  - No 40-hour weekly overtime in downhill ski/snowboard jobs (but 56-hour overtime for many under federal law)
  - Agriculture: overtime after 48-56 hours (based on size and seasonality); extra breaks and pay on long days

### Meal Periods: 30 minutes uninterrupted and duty-free, for shifts over 5 hours (Rule 1.9)

- Can be unpaid, but only if employees are completely relieved of all duties, and allowed to pursue personal activities
- If work makes uninterrupted meal periods impractical, eating on-duty must be permitted, and the time must be paid
- To the extent practical, meal periods must be at least 1 hour after starting and 1 hour before ending shifts

### Rest Periods: 10 minutes, paid, every 4 hours (Rule 5.2)

#Work Hours:	Up to 2	>2, up to 6	>6, up to 10	>10, up to 14	>14, up to 18	>18, up to 22	>22
#Rest Periods:	0	1	2	3	4	5	6

- Need not be off-site, but must not include work, and should be in the middle of the 4 hours to the extent practical
- Rest periods are time worked for minimum wage and overtime purposes, and if employers do not authorize and permit rest periods, they must pay extra for time that would have been rest periods, including for non-hourly-paid employees
- Key variances/exemptions:
  - In some circumstances, 10-minute rest periods can be divided into two of 5 minutes (Rule 5.2.1)
  - Agriculture: certain work requires more breaks; other is exempt (Rule 2.3, & Agricultural Labor Conditions Rules)

### Time Worked: Pay for time employers allow performing labor/service for their benefit (Rule 1.9)

- All time on-premises, on duty, or at workplaces (but not just letting off-duty employees be on-premises), including:
  - putting on/removing work clothes/gear (but not clothes worn outside work), cleanup/setup, or other off-clock duty,
  - waiting for assignments at work, or receiving or sharing work-related information,
  - security/safety screening, or clocking/checking in or out, or
  - waiting for any of the above tasks.
- Travel for employer benefit is time worked; normal home/work travel is not (details in Rule 1.9.2)
- Sleep time, if sufficiently uninterrupted and lengthy, can be excluded in certain situations (details in Rule 1.9.3)

### Deductions, Credits, Charges, & Withheld Pay (Rule 6, and Article 4 of C.R.S. Title 8)

- Final pay: Owed promptly (if a termination by employer) or at next pay date (if employee resigned)
- Vacation pay: Departing employees must be paid all accrued and unused vacation pay, including paid time off usable for vacation, without deducting or declaring forfeiture based on cause for termination, lack of resignation notice, etc.
- Deductions from pay: Allowed if listed below or in C.R.S. 8-4-105 (including deductions required by law, in a written agreement for the benefit of the employee, for theft in a police report, or for property loss after audit/notice)
- Tip credits: Employers can pay up to \$3.02 below the highest applicable minimum wage (Colorado or local), if:
  - (a) tips (not mandatory service charges) raise pay to full minimum, & (b) tips aren't diverted to non-tipped staff/owners
- Meal credits/deductions: Allowed for the cost or value (without employer profit) of voluntarily accepted meals
- Lodging credits/deductions: Allowed if housing is voluntarily accepted by the employee, primarily for the employee's (not the employer's) benefit, recorded in writing, and limited to \$25 or \$100 per week (based on housing type)
- Uniforms: Must be provided at no cost unless they are ordinary clothes without special material or design; employers must pay for any special cleaning required, and cannot require deposits or deduct for ordinary wear and tear

### Exemptions from COMPS (Rule 2.2 lists all; key exemptions are below)

- Executives/supervisors, administrators, and professionals paid at least a salary (not hourly wages) of \$55,000 in 2024 (then inflation-adjusted in future years), except \$33,177/hour for highly technical computer work
- Other highly compensated, non-manual-labor employees paid at least 2.25 the above salary (\$123,750 in 2024)
- 20% owners, or at a nonprofit the highest-paid/highest-ranked employee, if actively engaged in management
- Various (not all) types of salespersons, taxi drivers, camp/outdoor education field staff, or property managers

### Record-Keeping & Notices of Rights (Rule 7)

- Employers must give all employees (and keep for three years) pay statements that include time worked, pay rate (including any tips and credits), and total pay
- This year's poster must be displayed where easily accessible, or if not practical (such as for remote workers), provided within one month of beginning work and when employees request a copy
- Employers must include a copy of this poster, or the COMPS Order, in any employment handbook or manual
- Violation of notice of rights rules (posting or distribution), including by providing information undercutting this poster, may yield fines and/or ineligibility for employee-specific credits, deductions, or exemptions in COMPS

### Complaint & Anti-Retaliation Rights (Rule 8)

- Employees can send the Division (contact info below) complaints or tips about violations, or file lawsuits in court
- Employers cannot retaliate against, or interfere with, employees exercising their rights
- Anonymous tips are accepted; anonymity or confidentiality are protected if requested (Wage Protection Rule 4.7)
- Owners and other individuals with control over work may be liable for certain violations — not just the business, even if the business is a corporation, partnership, or other entity separate from its owner(s) (Rule 1.6)
- Immigration status is irrelevant to these labor rights: the Division will not ask or report status in investigations or rulings, and it is illegal for anyone to use immigration status to interfere with these rights (Wage Protection Rule 4.8)

***This Poster is a summary and cannot be relied on as complete labor law information. For all rules, fact sheets, translations, questions, or complaints, contact:***  
***DIVISION OF LABOR STANDARDS & STATISTICS, [coloradolaborlaw.gov](https://coloradolaborlaw.gov), [cdle\\_labor\\_standards@state.co.us](mailto:cdle_labor_standards@state.co.us), 303-318-8441 / 888-390-7936***