



Team Member Policy Handbook



Lincolnton FSU

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Welcome & Introduction

Welcome to Chick-fil-A Lincolnton! We are glad you have chosen to work with us, and we are excited to have you on our team! We look forward to your contributions toward fulfilling our mission to Be “*REMARK*”able. We hope that your employment here will be a rewarding experience.

This Team Member Policy Handbook (the “Handbook”) is designed to acquaint you with some of the personnel policies, work rules, and benefits established for the Chick-fil-A Lincolnton in which you will be working. These policies apply to all employees. You should review this Handbook carefully. As a team member of this location, you will be expected to know and follow these policies. We encourage you to ask questions, make suggestions or express concerns.

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 This Handbook replaces all prior published or unpublished policies regarding the subject matters addressed in these materials.

This Handbook cannot anticipate every situation or answer every question about your employment. Chick-fil-A must administer the policies and procedures contained in this Handbook with flexibility when it deems such action to be necessary. The Owner/Operator interpretations of these policies and procedures are final and binding.

Our Vision

Make a meaningful difference in our community by growing our business to enrich the lives of others.

Our Mission

Be “REMARK”able.

Our Values

Integrity
Excellence
Selflessness
Legacy

Company Background: Section 1

From simple beginnings in a small restaurant in Hapeville, Georgia, opened in 1946 by Company Founder S. Truett Cathy, Chick-fil-A has grown into one of the largest privately-owned restaurant chains in the nation. Credited with introducing the original boneless breast of chicken sandwich and pioneering in-mall quick-service food, Chick-fil-A is now the largest quick-service chicken restaurant chain in the country. Dan T. Cathy, Truett's oldest son, is currently the Chairman, President and CEO of Chick-fil-A. You can find additional information about Chick-fil-A's history at <www.chick-fil-a.com>.

As one way of demonstrating his commitment to these core values, Truett established the Team Member Scholarship program in 1973 to encourage team members at Chick-fil-A branded restaurants to further their education. In 1996, the Team Member Scholarship program was replaced with the Leadership Scholarship program, which places a greater emphasis on a restaurant team member's community service and leadership abilities. Through its scholarship program, Chick-fil-A has offered financial assistance to over 32,000 restaurant team members who have gone on to attend over 2,100 colleges, universities and other educational institutions throughout the country since the program was established.

Finally, Chick-fil-A is, and always has been, **closed** on Sundays. Closing Chick-fil-A branded restaurants every Sunday makes Chick-fil-A pretty unique in this day and age. But it's a practice that has always served the Company well. Truett wanted to ensure that everyone had at least one day a week for rejuvenation, rest and personal activities. It made sense then, and it still makes sense now.

Commitment to Hospitality: Section 2

Chick-fil-A strives to maintain an atmosphere of hospitality for all customers. Chick-fil-A wants to create a comfortable experience for all who visit Chick-fil-A restaurants. We maximize the opportunity to build the business and to positively influence others by creating a welcoming environment. Chick-fil-A is hospitable to **all** customers.

2nd Mile Service: Section 3

At Chick-fil-A restaurants, we strive 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 customers, so that they will feel cared for, personally. Providing 2nd Mile Service is important to all team member positions at Chick-fil-A restaurants. We trust you will enthusiastically embrace this concept, and display a 2nd Mile Service attitude not only toward our customers, but also your fellow team members and others!

At-Will Employment: Section 4

Your employment at Chick-fil-A Lincolnton is at-will, which means that either you or Chick-fil-A Lincolnton may terminate your employment at any time with or without notice or cause, for any reason not prohibited by law. Please understand that nothing in this Handbook or in any other Company policy document is to be construed as an agreement between you and Chick-fil-A Lincolnton regarding the duration of your employment or the circumstances under which your employment may be terminated. Additionally, nothing in this Handbook, or in any other Company policy document or statement (written or unwritten) creates or is intended to create an express or implied contract, covenant or representation of continued employment.

Civility, Equal Employment Opportunity & Non-Harassment Policy: Section 5

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

At Chick-fil-A, we are an equal opportunity employer and we make employment decisions on a non-discriminatory basis. It has been and shall continue to be our policy that we do not discriminate in employment decisions based upon sex, race, color, religion, national origin, ancestry, citizenship, pregnancy, age, physical or mental disability, service in the uniformed services, genetic information, military or veteran status, and/or any other status, classification or factor protected by federal, state, or local law.

Chick-fil-A complies with applicable state and local laws governing nondiscrimination in employment in every location in which the company has facilities. Further, we are committed to fulfilling our responsibilities under the Americans with Disabilities Act (ADA) and similar state and federal laws, including reasonably accommodating a qualified employee with a disability. This policy applies to all aspects of the employment process including, but not limited to, hiring, assignment, promotion, evaluation, compensation decisions and separation decisions. It is expected that all individuals will avoid any behavior, action, decision and/or conduct that is inconsistent with this policy.

At Chick-fil-A, we are committed to maintaining work environments free from any form of harassment. It has been and shall continue to be Chick-fil-A's policy that our work environments will be free from all forms of harassment including, but not limited to, sexual harassment and harassment based on or because of race, color, religion, national origin, ancestry, citizenship, pregnancy, age, physical or mental disability, service in the uniformed services, genetic information, military or veteran status, and/or any other status, classification or factor protected by federal, state, or local law. We prohibit and will not tolerate any such harassing conduct, whether intentional or unintentional.

Harassment that violates our policy includes any verbal, written (including electronic communications), or physical conduct that denigrates, demeans or shows hostility toward an

individual, or any conduct that creates an intimidating, hostile, or offensive work environment for an individual, because of the person's sex, race, color, religion, national origin, ancestry, citizenship, pregnancy, age, physical or mental disability, service in the uniformed services, genetic information, military or veteran status, and/or any other status, classification or factor protected by federal, state, or local law. Harassment may include, but is not necessarily limited to, epithets, slurs, jokes, or other verbal, written, or physical conduct relating to an individual's sex, race, color, religion, national origin, ancestry, citizenship, pregnancy, age, physical or mental disability, service in the uniformed services, military or veteran status, and/or any other status, classification or factor protected by federal, state, or local law.

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

- a. unwelcome sexual advances, propositions or statements;
- b. unwelcome physical conduct such as touching or impeding movements;
- c. verbal, written (including electronic communications), or physical conduct, such as making or using derogatory comments or gestures, explicit jokes, or comments about a person's body or dress;
- d. displaying, using, sharing, or transmitting pictures, objects, cartoons, or any other material that could be deemed offensive, degrading, or inappropriate based on a protected characteristic; and/or
- e. any other visual, verbal, physical, or written conduct, including electronic and online statements or conduct, of a sexual nature by any employee or other person.

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

Chick-fil-A's policies prohibiting harassment apply regardless of the parties' relationship to Chick-fil-A. This policy prohibits harassment not only by or toward a co-worker, subordinate or supervisor, but also harassment by or toward persons doing business with or for Chick-fil-A (including but not limited to, customers, Operators, vendors, contractors, suppliers, etc.).

At Chick-fil-A, everyone is accountable for reporting concerns or perceived violations of this policy. Every individual has responsibility for ensuring compliance with this policy. Chick-fil-A cannot resolve matters that are not brought to the attention of an appropriate member of management. Accordingly, anyone who believes he or she is being subjected to prohibited discrimination, harassment or retaliation by a co-worker, supervisor or any other individual (whether or not the individual is employed by Chick-fil-A), or anyone who believes he or she has witnessed or learned about such conduct, is **directed to immediately report such incidents and/or information to (1) the manager on duty and (2) the Owner/Operator of the Restaurant.**

Chick-fil-A will respond appropriately if concerns or issues are reported. Chick-fil-A takes any concerns or reports implicating this policy seriously. The Company will conduct or direct a prompt and thorough investigation of any report, observation or complaint of alleged discrimination, harassment or retaliation. The Company will take corrective action as may be appropriate based on the results of any such investigation. Since allegations of this nature are

very serious for all concerned, team members will be expected to cooperate fully with any efforts to conduct investigations and otherwise enforce this policy. For the same reasons, all reports or complaints will be handled as confidentially as possible. Information related to a report or investigation will be shared only on a limited “need to know” basis.

Chick-fil-A prohibits retaliation against anyone who makes a report or complaint. It has been and shall continue to be Chick-fil-A's policy that we will not tolerate any form of retaliation against anyone who makes a good faith report or complaint of alleged discrimination or harassment; participates in an investigation involving allegations of discrimination and/or harassment; or participates in any aspect of the equal employment opportunity enforcement process.

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

Reasonable Accommodation Policy: Section 6

Our policy also provides for “reasonable accommodation” of disabilities on a case-by-case basis, in accordance with applicable law. As part of Chick-fil-A's commitment to equal employment opportunity, it is and has been the Company's policy to ensure that all individuals are provided equal employment opportunities without regard to disability. Accordingly, Chick-fil-A will make reasonable accommodation for the physical and/or mental limitation(s) of an otherwise qualified individual with a disability – whether an applicant or a current employee – provided the requested accommodation is reasonable and undue hardship would not result.

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

Determining whether a reasonable accommodation exists and is appropriate is an individualized process. Decisions will be made on a case -by-case basis, depending upon the individual involved, the essential functions of the job in question, the accommodation requested, and any other relevant factors. Although Chick-fil-A cannot guarantee that it will provide any particular accommodation or the specific accommodation that has been requested by the individual, the

Company will do its part to ensure that individuals with disabilities have an equal opportunity to complete and perform their job duties in the workplace.

Employment Eligibility Verification: Section 7

As required by law, Chick-fil-A verifies the identity and work authorization of all employees. Each new employee, as a condition of employment, must complete a Form I-9, Employment Eligibility Verification form and present valid original, unexpired documentation sufficient to satisfy the Form I-9 requirements.

Compensation: Section 8

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

Pay rates for team members may be different because of factors or circumstances which apply to each individual, including, but not limited to, position, experience in the Restaurant, experience in the restaurant industry, job performance, skills, attendance, availability, attitude, and other business-related factors or reasons.

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

Pay Periods

- a. The pay period for Chick-fil-A Lincolnton ends bi-weekly on Saturday. Team members will receive a paycheck once every two weeks.
- b. Normally, your paycheck will be available on the Friday afternoon after the pay period ends.
- c. You cannot receive your check in advance of the end of the pay period.
- d. You cannot cash your check in the Restaurant.
- e. Direct deposit is made available for all Team Members.

Overtime Premium Pay

It is Chick-fil-A's policy and intent to comply with all applicable laws regarding the payment of minimum wage and overtime premium pay for employees who are not exempt from such requirements.

- e. Team members are expected to report accurately all time worked and are prohibited from performing any work "off the clock" or without reporting all time worked.

- f. Team members are not to work overtime unless directed and/or approved in advance by their Owner/Operator or Manager on duty.
- g. Team members will be paid for all required or authorized overtime work in accordance with applicable law.
- h. Team members will be paid at an overtime premium of 1.5 times his or her regular hourly rate of pay for any time worked over 40 hours in one work week.
- i. For purposes of calculating overtime premium pay under this policy, the work week at your Restaurant begins on Sunday at 12:01 a.m. and ends on the following Saturday at 12:00 a.m. In addition, the "workday" is defined as beginning at 12:01 a.m. each day and ending at midnight that evening.

Chick-fil-A Lincolnton complies with all laws and follows the applicable law most favorable to the team member.

Scheduling: *Section 9*

The work schedule for your Restaurant generally will be posted for the following week by noon on 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 and notifying your Owner/Operator or Manager on duty and obtaining approval for the scheduling change as soon as possible before your shift was scheduled to begin. All shift changes must be completed through the electronic schedule system *HotSchedules* and must be approved by a manager. Shift changes conducted in any other way (i.e. text, phone call etc.) will not be honored and may result in disciplinary action.

Hours of work will be assigned based on a number of business factors taken into consideration by management at your Restaurant, including, but not necessarily limited to, reduced/increased customers or business needs, position, skills, availability, attendance, productivity, job performance, attitude, and other business-related needs or factors.

Time Restrictions for Minors

14-15 Year Olds:

- a. No more than 3 hours a day on school day. (Monday-Friday)
- b. No more than 8 hours a day on non-school days.
- c. No more than 18 hours a week during a school week.
- d. No more than 40 hours a week during non-school weeks
- e. Not before 7:00 a.m. and no later than 7:00 p.m. (Labor Day - June 1)
- f. Not before 7:00 a.m. and no later than 9:00 p.m. (June 1 - Labor Day)
- g. No deviations are allowed for 14- and 15-year-olds.
- h. Not employed during school hours.
- i. Not more than 5 hours continuously without a documented and uninterrupted meal or rest period, at least 30 minutes or more.

16-17 Year Olds:

- a. No more than 6 days in one week
- b. No more than a weekly average of 8 hours in one day.
- c. No more than 10 hours in one day.
- d. No more than 24 work hours in one week when school **is in** session **regardless** of the number of school hours.
- e. No more than 48 work hours in one week when school **is out of** session **regardless** of the number of school hours.
- f. Not more than 5 hours continuously without a documented and uninterrupted 30 minutes or more meal or rest period.
- g. Sunday – Thursday between the hours of 9:00 a.m. and 10:00 p.m.
- h. Friday – Saturday between the hours of 9:00 a.m. and 10:00 p.m., and not regularly attending school. (i.e., summer vacation, etc)

Requesting Time Off: Section 10

- Please submit all requests for time off at least 2 weeks in advance.
- All requests for time off must be submitted through *HotSchedules*.
- Your Owner/Operator or Manager will attempt to accommodate reasonable scheduling requests if possible, consistent with the need to staff the Restaurant appropriately to meet 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 team member to work your scheduled shift. This change, to be effective, must be approved by your Interim Manager.
- Requests for extended time off (such as unpaid vacation, planned absences for medical reasons, etc.) should be submitted in writing at least one month in advance.
- 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.

Breaks & Employee Meals: Section 11

Depending upon your age and the hours you work on a given day, you will be entitled and required to take various breaks. Your Owner/Operator or Manager will coordinate all breaks and meal periods to make sure that the necessary number of Team Members are working at all times.

Breaks and meal periods are **unpaid**, therefore Team Members must begin their Meal Periods by pushing “clock out” to begin their break time, and then “clock in” to end their break time using their clock-in PIN number at a POS register.

Team Members must remain on the premises of the restaurant during breaks and meal periods, but are relieved from all work duties.

Breaks

Breaks for Minors (Under 16)

A minor may not work more than 5 hours without a thirty (30) minute uninterrupted break. A minor may not forgo a rest break for any reason and appropriate disciplinary action will result for violations of this policy. For example, if you are 15 and you have a shift that is 11 AM -7 PM (8 hours), your break cannot be taken before 2 PM so that you will not be working more than 5 continuous hours during your shift.

Breaks for Team Members 16 and Older

Although not required, we aim to provide employees, 16 and older, with a 20-minute unpaid break when working a shift over 5 hours.

Breaks for Expression of Breast Milk

Chick-fil-A Lincolnton will provide reasonable break time for an employee to express breast milk for a nursing child up to 1 year after the child's birth. Accommodation for privacy will be made to ensure the employee is provided a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public to express breast milk.

Employee Meals

As a team member, you will be provided with the following meal allowance each time you work:

1. **\$6 allotment for a meal.** If your selections total more than the allotted allowance of \$6, you can pay the balance at the time of purchase. (Unused funds from a meal may not be used at a later time.)
2. Any **small soft drink or Tea.** (No Lemonade) **Please if possible bring your own cup to save paper cost.**

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

1. You may use the allotment on your break (if you work 5 hours or more) or off the clock immediately before or after your shift. If you are scheduled for a closing shift you may only use the allotment on a break or before your shift, as the kitchen will be closed at 10 p.m.
2. To obtain a free meal, you should order your meal from the front counter (as a customer would). Your order should be entered in by the cashier when your order is taken and should be entered as an employee meal.
3. Under no circumstances may employees prepare their own break food in the kitchen. Violation will involve disciplinary action.
4. Any beverage that can be refreshed by a guest is included as an option.
5. You must eat your free meal in the Restaurant in the areas designated by your Restaurant's management. You may not take your meal off the premises.
6. You may not take any unfinished portion of any free meal provided or received under this policy out of the Restaurant.

Attendance and Punctuality: Section 12

Team Members are expected to report to work as scheduled, on time and prepared to start work. Late arrival, early departure or other deviations from scheduled hours are disruptive and must be avoided. If you arrive after your scheduled time, you must notify your Operator or manager immediately. Team members also are expected to remain at work for their entire work schedule, unless released early by your Operator or the manager on duty.

If, for any reason, you will be tardy or unable to report for work on a scheduled workday, you must call your Operator or manager as soon as is practical, before the time you are scheduled to begin work and provide management with a valid reason or explanation, as well as the expected duration of any

Absence. **Please be advised that for any necessary absence (due to illness of yourself or a family member, court mandates, or any other necessary absence) we require a written note with a signature and contact information for a witness who has approved your absence.** Please note that it is up to your Operator and/or manager to discern if an absence or tardiness is for an approved reason. Similarly, if you need to leave work early for any reason, you must first obtain the permission of your immediate team leader or your Operator. Failure to notify your Operator or supervisor of any anticipated or unanticipated absence, the need to leave work early, or delay in reporting for work may be grounds for disciplinary action, up to and including termination, except as may be provided by applicable law.

Excessive absenteeism or tardiness may result in disciplinary action, up to and including termination of employment. **If you fail to report to work without any notification to your Operator or team shift leader and your absence continues for a period of three days, Chick-fil-A Lincolnton will consider that you have abandoned your employment and have voluntarily terminated your employment.**

See additional Absence and Tardiness policy for more details. <..\\..\\..\\..\\..\\Public\04089A\Desktop\Absence and Tardiness Points System.pdf>

Time Recording: Section 13

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

- a. You must clock in on the cash register timekeeping system at the beginning and end of your shift.
- b. You must record your own hours. Do not clock in or out for another team member.
- c. Your timecard must show the hours that you actually worked. Do not work “off the clock.” This means that team members may not perform **any** work at **any** time when not clocked in to work. Non-exempt employees who work off-the- clock will be disciplined.
- d. 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 your Operator or Manager. You should obtain this approval before you perform any work during any time in which you are not scheduled to work.

- e. Notify your Owner/Operator or Manager on duty immediately of any timekeeping error, any error on our timekeeping system, or any error on your paycheck, so that we can look into the matter and make any necessary corrections promptly.
- f. If you fail to clock out at the end of your shift, notify your Owner/Operator or Manager on duty as soon as possible, and before you clock in for your next shift, at the latest.
- g. If any supervisor directs you to work “off the clock,” or states or implies that you will suffer any detrimental action because you accurately reported working time, you must immediately contact your Operator.

Job Duties and Responsibilities: Section 14

Although many team members will be assigned to a specific station or stations on a particular day, most team members will from time to time be required to perform a variety of jobs or tasks in the Restaurant. You will be provided with training with respect to all the functions of your job at your Restaurant.

Customer Service

Your main responsibility as a team member is to help provide our customers with efficient, courteous service, quality food, and a clean, pleasant environment for their dining experience. Accordingly, the following are required of all team members:

- a. Please remember to always smile at the customer and be friendly.
- b. Please remember to treat every customer (and all individuals) with honor, dignity and respect.
- c. Although we strive for 60-second service, please do not rush the customer.
- d. Remember that the customer is always right. Please do not argue with a customer. If you have a situation with a customer that you cannot handle or that the customer feels has not been handled adequately, then notify the Owner/Operator or Manager on duty immediately.
- e. Generally, you should stay at your assigned station, unless otherwise directed by your Owner/Operator or Manager on duty or in the case of an emergency.

Other General Responsibilities

The following responsibilities are also a part of everyone’s job at Chick-fil-A Lincolnton and vital to providing our customers with the best possible experience every time they visit the Restaurant:

- f. When you are working as a cashier or otherwise providing food orders to customers, always double-check the order to ensure it is correct before giving it to the customer.
- g. When you are working as a cashier, never leave a cash register drawer open. Only work out of the drawer assigned to you.
- h. Everyone is responsible for helping to ensure that stock is rotated properly.
- i. Everyone is responsible for helping to ensure that the Restaurant is as clean as possible. Remember, if there is time to lean, there is time to clean!
- j. Avoid wasting food, paper products, cleaning supplies, etc.

These lists are not all-inclusive or exhaustive. Other responsibilities apply to every job at this Chick-fil -A Restaurant. Your Owner/Operator or Manager on duty will familiarize you with your specific responsibilities during training.

Age-Restricted Activities: Section 15

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 in our Restaurant. If you have any questions in this regard, please see your Operator or the manager on duty.

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

Standards of Conduct & Disciplinary Actions: Section 16

Chick-fil- A Lincolnton does not believe it is necessary to list exhaustively every work rule or standard of conduct for Team Members in our restaurant. All Team Members are expected to perform their jobs well, to conduct themselves in a professional manner at all times, and to treat others with honor, dignity and respect. Additionally, all Team Members are expected to comply with any rules applicable to employment in the 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 the Operator may result in severe forms of disciplinary action, up to and including immediate termination of employment, without prior progressive disciplinary action. The following are among the most common examples for severe disciplinary action, including immediate dismissal:

- a. Violation of the Company's Civility, Equal Employment Opportunity & Non-Harassment Policy;
- b. Violation of the Company's policy prohibiting violence in the workplace;
- c. Clocking another Team Member in or out or recording break time for another employee;
- d. Clocking in or out for a Team Member who did not work, breaking in or out for a Team Member who did not go on a break or return from a break as recorded, or otherwise submitting to be paid for time not worked;
- e. Failure to follow Company procedures on cash and coupon accountability;
- f. Reporting to work under the influence of alcohol, marijuana, or illegal drugs;
- g. Insubordination or disrespect to your Owner/Operator, Manager or Supervisor;
- h. Dishonesty or falsification of Company records or documents, including, but not limited to, the employment application, Form I-9 documentation, and time cards or other payroll-related records;

- i. Use of inappropriate language or other inappropriate behavior, including, but not limited to, using profanity, obscenity, curse words, or other foul or offensive language or gestures in the Restaurant and/or loud or disruptive language, fighting, or conduct;
- j. Violation of the Cash and Coupon Accountability policy
- k. Improper food/beverage distribution, which includes, but is not limited to:
 - l. Giving away food/beverage over the counter without receipt of the appropriate payment and/or coupons in exchange;
 - m. Giving away food/beverage to team members who are not working that shift or who are not entitled to an employee meal under our Employee Meals Policy without receipt of the appropriate payment;
 - n. Intentionally over-portioning products;
 - o. Taking food/beverage home without proper payment;
 - p. Storing food/beverage for later pick-up without proper payment;
 - q. Sharing break food/beverage with an individual who is not a team member and/or not on duty;
 - r. Signing for food or goods not delivered;
 - s. Eating during your shifts while not on an approved break;
 - t. Giving out or knowingly accepting unauthorized promotional material or discounts.

This list is illustrative only and is not intended to cover every possible situation that may arise. Any conduct that is detrimental to Chick-fil-A's interests or security, or the safety or welfare of Chick-fil-A's employees or guests, may result in disciplinary action, up to and including termination.

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, Chick-fil-A Lincolnton retains the right to use any method of discipline for violations of Company policy. Chick-fil-A Lincolnton also reserves the right to discipline a team member at any time for inappropriate conduct or behavior, whether or not such conduct is referenced or mentioned in this policy or Handbook. Nothing in this policy is a guarantee that any particular disciplinary steps will be followed in any given case, or at all, and this policy does not reflect any contractual agreement or right of any team member that any particular disciplinary steps will be followed in any given case. Employment at any Chick-fil-A Lincolnton remains at-will.

Appearance: Section 17

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

Uniforms

General

- a. Team members who work on average 30 hours per week or more will receive two uniforms at no cost. Team members who work on average less than 30 hours per week will receive one uniform at no cost. Your free uniform consists of pants, shirt, belt, and nametag. Other items, such as hats and visors, may be provided depending upon your position.
- b. All uniform items (including belts, outerwear and caps) must be from the Chick-fil-A TeamStyle collection.
- c. All garments should fit properly and be clean, pressed (as applicable) and in good condition (i.e., no holes, fraying, stains, discoloration, etc.).

Shoes

- a. Shoes must be solid black and constructed of leather or non-cloth, man-made uppers with slip-resistant rubber soles (e.g., Shoes for Crews).
- b. Shoe styles must be closed-heel and closed-toe.
- c. **Team members must purchase these shoes before their first day of work. Shoes may be ordered from: <https://www.shoesforcrews.com/>**
- d. Shoes must fit properly with laces tied, unless limited by temporary medical conditions requiring corrective orthopedic devices (due to broken bones, surgeries, etc.).

Undergarments

- a. Male: Solid white undershirts (no printing or graphics) are worn under all shirts and chef coats.
- b. Female: Undergarments should be a solid, neutral color (no bright colors, patterns, graphics or textured materials, so as not to show through uniform shirt or blouse). Solid white or black undershirt, camisole or tank top should be worn under chef coats but are otherwise optional.
- c. Sleeve of undershirt must not extend below sleeve of uniform shirt. Bottom of female undershirt, camisole or tank top must not extend below uniform shirt.

Shirts

- a. Male: All buttons except top button must be buttoned.
- b. Female: Buttons on polo shirt are non-functioning. On other shirts, all buttons except top button must be buttoned.
- c. All male shirts (except chef coats) must be tucked in.
- d. Female polo shirts must be tucked in. At Operator's discretion, other female shirts may be untucked. (Maternity tops are never tucked in.)
- e. TeamStyle offers a black, long-sleeved performance T-shirt that can be worn instead of undershirt. TeamStyle also offers performance sleeves.
- f. TeamStyle vests and sweaters are also available to wear over button-front shirts.

Nametag

- a. Chick-fil-A nametag must be worn at all times. Other miscellaneous pins, buttons, stickers and/or ribbons may not be worn on the uniform or affixed to the nametag.
- b. Nametag must be on outermost garment, on Team Member's right chest.
- c. Nametag should be positioned using nametag eyelets when present. If wearing an apron that is not considered part of the uniform (e.g., raw chicken only apron or dishwashing apron), nametag should not be placed on apron.
- d. Nametag contents: – Team Member's first name must appear on first line of nametag.

Belts

- a. Black TeamStyle belts must be trimmed so that end does not hang below belt line.

Pants

- a. Pants must fit properly. They should not be too tight or too baggy.
- b. Pants must be hemmed to fall at midpoint of heel. Cuffed pants are not acceptable.

Footwear

- a. Males must wear black or TeamStyle socks.
- b. Females must wear black socks, TeamStyle socks, black hose or flesh-toned hose.

Caps/Visors

- a. Chick-fil-A TeamStyle caps/visors may be worn at Operator's discretion or in order to comply with local Health Department requirements.
- b. Chef hat should only be worn with chef coat.
- c. Caps/visors must be clean and have no visible stains or discoloration.
- d. Caps/visors should be worn with the bill facing directly forward and above the eyebrows so that eyes are clearly visible under brim of cap.

Uniforms for Special Events

Special events are single- day, limited-time events (e.g., Daddy/Daughter Date Night) that occur at the Restaurant. Events that occur on a frequent basis (e.g., Family Night) are not considered special events. Team Members whose roles do not require them to handle food and beverages (e.g., Dining Room Hosts/Hostesses) can wear theme- appropriate attire as long as that attire satisfies requirements below. Team Members working in food prep areas and in Front Counter/Drive-Thru area need to wear approved TeamStyle uniform to reduce food safety and personal safety risks.

Theme-appropriate attire must meet the following requirements:

- a.** All shirts, tops and dresses must have sleeves.
- b.** All skirts and dresses must reach the mid-calf.
- c.** All shirts, tops and dresses must have necklines in keeping with image of the TeamStyle collection (i.e., no shirts unbuttoned to mid-chest; no plunging necklines).
- d.** All males must wear a plain white or black t-shirt underneath their shirt.
- e.** All Team Members must wear slip-resistant shoes, such as Shoes for Crews.
- f.** All Team Members must wear their nametag on their outermost garment.
- g.** For outside events, TeamStyle shorts may be worn in accordance with the Requirements Related to Wearing Shorts (in this section).
- h.** Team Member must meet all grooming requirements. (See Grooming in this section.) The following items should NOT be part of a Team Member's Special Event uniform:

- a.** Items with jewels, fur, feathers and other features that could fall into food
- b.** Dresses/tops that are cut too low
- c.** Face paint
- d.** Sweatpants
- e.** Items containing trademarks other than those belonging to Chick-fil-A

Grooming

- a. Team Members must present a professional appearance (neat, clean and well groomed).
- b. Good personal hygiene is expected of Team Members when they report for work (e.g., clean-shaven, bathed and with appropriate application of body deodorant).
- c. Tattoos on body parts exposed to guests are not acceptable; tattoos on visible areas must be covered by the approved uniform and/or waterproof makeup. (Adhesive or other types of bandages may be unacceptable for covering tattoos due to food safety concerns; bandages on hands must be covered by food service gloves.)
- d. Makeup must be subdued and worn in good taste so as not to be distracting to guests.
- e. Perfume or cologne fragrances must not be distracting to guests.
- f. Body modifications visible to guests (e.g., extended earlobes or any piercings other than traditional ear piercings for females) are not acceptable.
- g. Dental modifications or decorations (e.g., decorative dental grills, tooth filings, dental tattoos, orthodontic rubber bands in non-neutral colors) must not be visible or distracting to guests.

Hair

- a. Hair must comply with local Health Department requirements.
- b. Hair must be clean and worn in good taste so as not to be distracting to guests.
- c. 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.
- d. Hairstyles must be neat and professional in appearance. Hair coloring is acceptable, but only naturally occurring hair colors are allowed (e.g., no pink or blue hair). No eccentric styles (e.g., Mohawks, shaven designs) are permitted.
- e. **Female:** Hair that falls around face must be tied back and restrained using a hair accessory that has no jeweled or beaded parts that could come loose.
- f. **Male:** Hair must not fall below midpoint of collar in the back, below midpoint of ear on the sides or below eyebrows on the forehead.
- g. Facial hair (other than a mustache neatly trimmed to length of ½" or less) is unacceptable.
- h. Sideburns must be trimmed to no longer than bottom of earlobe and must be a consistent width, from top to bottom.

Jewelry

- a. To help prevent the cross-contamination of food, jewelry worn while working is limited to:
- b. A plain ring such as a wedding band (No gemstones)
- c. Women may wear plain stud earrings (no dangling earrings, including hoops of any size). Women may have no more than two earrings per ear, worn only in the earlobe.
- d. Men may not wear earrings.
- e. Jewelry in pierced body parts exposed to customers, other than female earlobe, is not allowed.

Fingernails

- a. Fingernails must comply with local Health Department requirements.
- b. Fingernails must not extend beyond fingertips when viewed from the open palm.
- c. False fingernails are not allowed in Restaurant.

- d. Fingernail gems must not be worn.
- e. Fingernail polish must not be worn in food prep areas; it is only acceptable in guest service areas.
- f. Fingernail polish must be a solid color (no glitter or metallic colors) and must be worn in good taste so as not to be distracting to guests.

Any other appearance or grooming issue not covered in these materials may be addressed at the discretion of the Operator. 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 Lincolnnton Team Member and Operator, consistent with the requirements of federal, state or local law, will discuss making reasonable accommodations with respect to dress or grooming requirements that are directly related to a Team Member's religion and/or ethnicity. If an accommodation of this nature is required, Team Member should be prepared to discuss potential reasonable accommodations.

Smoking and Use of Tobacco Products Prohibited: Section 18

Smoking of any substance and the use of any type of tobacco product is prohibited in all areas of the Restaurant, grounds, and/or in view of the customer, including outdoor areas such as the playground, entry points, landscaped areas, parking lot, and dumpster pads. This prohibition includes electronic cigarettes, commonly referred to as "e-cigs" or "e-cigarettes." Team members should not expect any special accommodation to use tobacco products and if products are used during break or before / after shifts, **team members should take steps to ensure their clothing does not smell of smoke.**

Use of Marijuana Products Prohibited: Section 19

Use of marijuana products (smoked or any other form) is prohibited in all areas of the Restaurant, grounds, and/or in view of the customer, including outdoor areas such as the playground, entry points, landscaped areas, parking lot, and dumpster pads.

Workplace Violence: Section 20

To help create a safe workplace, and consistent with Chick-fil- A's commitment to treating every individual with honor, dignity and respect, Chick-fil- A Lincolnnton policy provides for zero tolerance of violence (or threats of violence) in the workplace. Absolutely no workplace violence or threats of violence will be tolerated.

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

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

All team members have a responsibility to help keep the workplace violence-free. To help ensure a violence-free workplace, any and all acts or threats of violence must be reported to management. All team members are required to notify the Operator or Manager on duty immediately of any violent or threatening behavior, whether engaged in by or directed toward a team member, management member, or third party. Additionally, team members should report any comments or suggestions from anyone concerning the possibility that someone might be planning to harm, threaten or intimidate another person. Any team member found to have engaged in conduct prohibited by this policy will be subject to disciplinary action, up to and including termination of employment.

Workplace Safety: Section 21

The safety of team members, customers and others who come into contact with the business is very important to Chick-fil-A Lincolnton. Accordingly, we strive to maintain safe working conditions for all team members, as well as safe conditions for customers and third parties. Team members must perform their responsibilities in the safest possible manner. Team members should use all appropriate measures and precautions to protect themselves, customers and co-workers. Accordingly, the following non-exhaustive list of workplace safety rules applies:

- Team members are expected to report immediately any unsafe conditions or safety hazards to their immediate supervisor or Operator.
- Team members should immediately clean up any spills or, if it is impractical to do so, should promptly notify their immediate supervisor or Operator that a spill has occurred and needs to be cleaned up.
- Team members should be aware of the location of the Restaurant's first aid kit and fire extinguishers.
- Team members are expected to report any suspicious person(s) or activity to the Operator or Manager on duty as quickly as possible.
- Team members must report immediately any accident or incident that occurs on the job and results in an injury or the possibility of an injury – no matter how minor it may seem at the time – to their immediate supervisor or Operator.**
- Fighting or horseplay on Company property is prohibited.

Employee Health Policy: Section 22

Working with food in a restaurant setting such as Chick-fil-A Okemos requires a level of professionalism and attention to detail in regards to employee health and hygiene standards. The following guidelines are in place to help us stay in accordance with FDA standards and to protect the public:

a. Monitoring Employee Health: The person in charge will be monitoring employee health and restricting employees from working if they have specific symptoms, injuries, and/or infectious diseases.

b. Conditional Reporting: In addition to this, employees are required to report to the person in charge if they have had the following symptoms in the last 24 hours: vomiting, diarrhea, fever, jaundice, sore throat with fever present, discharges from the eyes, nose and mouth, and/or suffering an infected wound or draining lesion or wound that cannot be protected by an impermeable cover. Employees are required to report if they have been diagnosed with the following illnesses:

- i. Salmonella Typhi (typhoid fever),
- ii. Shigella spp.
- iii. Enterohemorrhagic or Shiga toxin-producing E coli
- iv. Hepatitis A
- v. Norovirus.

In addition, if you have been diagnosed with Salmonella Typhi (Typhoid fever) within the past 3 months and have not received antibiotic treatment, you must report this to the person in charge. Employees are also required to report if they have been exposed to the following illnesses within the following timeframes: Norovirus within the last 48 hours, Shigella spp, Enterohemorrhagic or Shiga toxin -producing E coli, Salmonella Typhi (typhoid fever) within the last 3 days, and Hepatitis A virus within the last 30 days.

c. Barriers to protect food: Creating as many barriers against pathogens as possible is crucial. Employees are expected to follow all procedures all day, every day in regards to hand washing, and are expected to wear gloves and change their gloves often whenever working with Ready to Eat food.

d. Daily Monitoring and Documentation: In addition to monitoring employee health and hygiene, leaders will be checking for proper hand washing and glove usage.

Workers' Compensation: Section 23

In accordance with state law, Chick-fil-A Lincoln provides insurance coverage for employees in case of work-related injury. The workers' compensation benefits provided to injured employees may include medical care, cash benefits to replace lost wages, and/or vocational rehabilitation to help qualified injured employees return to suitable employment. To ensure that you receive any workers' compensation benefits to which you may be entitled, you will need to:

- a. Immediately report any work-related injury to your Operator
- b. Seek medical treatment and follow-up care if required.
- c. Provide the Company with a certification from your health care provider regarding the need for workers' compensation disability leave and your ability to return to work from the leave. In most circumstances, upon submission of a medical certification that a team member is able to return to work from a workers' compensation leave, the team member will be offered the same position held at the time the leave began or an equivalent position, if available. If the same position or its equivalent is not available, a team member's return to work will depend on job openings existing at the time of her/his scheduled return. A team member returning from a workers' compensation leave has no greater right to reinstatement than if the team member had been continuously employed rather than on leave.

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

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

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

Team Member Property & Workplace Searches: Section 24

Chick-fil-A Lincolnton reserves the right to conduct workplace searches, at any time and without notice, when necessary. Team members should not have any expectation of privacy with respect to any aspect of the Restaurant premises including, but not limited to, any locker or other storage area that may be provided for the use of the team member. Additionally, team members should not have any expectation of privacy with respect to any property brought onto or received at the Restaurant's premises.

Examples of situations where searches might be conducted include for example, but are not limited to, situations in which management reasonably believes that a search may be necessary or helpful in preventing or identifying incidents of theft, or to prevent employees from bringing prohibited items (such as weapons or illegal drugs) to work. Any personal items brought onto Company property by a Team Member may be subject to search by management, security or law enforcement. Although certain situations may arise in which searches of Team Member property

may not be made without the Team Member's consent, failure to provide such consent may be considered cause for disciplinary action up to and including discharge.

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

Use of Company-Owned Telephone and Electronic Devices: Section 25

This policy addresses the use of Chick-fil-A Lincolnton's telephones, computers, communications equipment and other electronic resources. The telephone in the Restaurant (including any voice mail or voice messaging system) is the property of Chick-fil-A Lincolnton, and, accordingly, any communications through the telephone and voice mail systems at the Restaurant should generally involve the Restaurant's business and business-related activities. Occasional personal use may be allowed, but personal calls must be kept to a minimum and should be kept brief.

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

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

Use of Personal Cellular Telephone and Electrons While on Duty: Section 26

Personal calls during work hours, regardless of the telephone used, can interfere with Team Member productivity and be distracting to others. A Team Member's cellular telephone and/or other electronic resources including, but not limited to, pagers, smartphones, computers, and other personal communications devices (collectively referred to in this policy as "cell phone"), generally may not be used, worn or kept on the Team Member's person while the Team Member is on duty at the Restaurant, without specific permission from the Operator and subject to any limitations set out by the Operator. Permission to use, wear or carry a personal cell phone during work time will be determined on a case-by-case basis. If a Team Member has a specific need to use, wear, or carry a personal cell phone during work time, the Team Member is responsible for requesting permission from the Operator prior to using, wearing or carrying the cell phone and explaining to the Operator the reason for the request and anticipated duration for the exception to this policy.

Team Members may use personal cell phones during breaks and are asked to communicate, if necessary, about personal issues during this time. The Company will not be liable for the loss of or damage to personal cell phones brought into the workplace.

Team Members whose job responsibilities include driving are strictly prohibited from using cell phones while driving. Safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, employees while driving are instructed to pull off to the side of the road and safely stop the vehicle before placing or accepting a call and/or receiving or sending a text or email message. Under no circumstances should an employee place himself or herself at risk to fulfill business needs. Employees who are charged with traffic violations resulting from the use of their cellular telephones or other electronic devices while driving will be solely responsible for all liabilities that result from such actions. Violations of this policy may result in disciplinary action, up to and including termination of employment.

Cash and Coupon Accountability: Section 27

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 extremely 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 your Restaurant are as follows:

- a. **Before You Start, Verify Your Register Amount:** At the beginning of your shift, you must verify the beginning cash total in your cash drawer. If you fail to count the drawer, it will be assumed that you agree with the beginning total determined by the team shift leader, or Operator. You are allowed a \$2.00 variance from \$150 till.
- b. **One Team Member Per Register.** You should not allow any other Team Member (including team leaders / managers) to use your cash drawer at any point during your shift. If you must leave your cash drawer during your shift, you should lock your drawer on the POS screen. There are no exceptions to this rule.
- c. **You are Responsible for Your Cash.** Handle your cash wisely, because you will be responsible for making sure all of the cash is accounted for following your shift. Make sure your bills go in the correct places in your drawer. Count and recount when you give change. Be careful with new bills because they tend to stick together. Leave a customer's bill sitting on the counter until you give them change in order to prevent disputes. Never leave your register drawer open and walk away. You will be documented for any variance of \$2.00 (over or under) at the end of your shift.
- d. **Leaders Make and Take Change.** Should it be necessary to obtain change during your shift, contact a team or shift leader, or the Operator, to make change. Cashiers must not make change with other cashiers. Cashiers should verify that the change they receive from leaders is accurate, and inform them immediately if there is a dispute. Should it be necessary to skim your drawer (or "perform a pick-up"), both the cashier and team leader (or Operator) should verify and record the amount in the POS system.
- e. **Don't Steal:** Our team has systems in place to detect and identify cashiers who are stealing food or money. It is against our policy to undercharge a customer, ring up an unauthorized discount, or pass food across the counter without payment. Any such incident will result in serious disciplinary action, including but not limited to immediate termination of employment, as well as possible prosecution. It may seem like a good idea

in the moment, but remember, cheaters never win and you will be caught! Team Members should never store or place cash or coupons in their pockets or otherwise on their persons. Any such incidents will result in immediate termination.

- f. **Treat Coupons Like Cash:** Following each shift, a leader will verify that your coupons match the amount of discounts you gave away during your shift. We will treat any overage or shortage of coupons as if it were an overage or shortage of cash. Any difference of \$2.00 or greater between your coupons / discount receipts (police, etc.) and your discounts according to the POS system will be noted in our Cashier Accountability log and may result in disciplinary action following our progressive discipline policy as necessary.

Remember, you are responsible for the cash and coupons that you process during your shift. It is necessary in our business that we take this Cash and Coupon Accountability Policy extremely seriously. Any action by a Team Member contrary to this policy will result in disciplinary action, up to and including termination of employment. Negligent or purposeful losses may result in forfeiture of pay to the extent allowed by applicable law. Additionally, you should understand that Chick-fil-A Lincolnton may investigate all losses for possible prosecution. All Team Members, as a condition of employment, are required to cooperate with any investigation conducted by your Operator or any authorized law enforcement agency.

Leaves of Absence: Section 28

Chick-fil-A will comply with all federal, state and local laws pertaining to employee leaves of absence and/or time off from work. Those leaves of absence include, but are not limited to, those explained below.

Military Leave and Reinstatement Rights: Section 29

Chick-fil-A Lincolnton will provide a military leave of absence to team members who must take time off from work to fulfill military obligations, and the Company will comply with all laws pertaining to reemployment of team members upon return from military obligations. A request for military leave should be submitted promptly and accompanied by a copy of the orders indicating the beginning and ending dates of the duty period. For more information in this regard, please review the USERRA informational poster that is posted in your Restaurant.

Family and Medical Leave: Section 30

Chick-fil-A Lincolnton will grant leaves of absence to eligible team members in accordance with the requirements of the federal Family and Medical Leave Act ("FMLA"). Eligible team members will be provided the most generous leave or leave related benefits available under applicable federal, state, or local law.

Employee Eligibility

To be eligible for family and medical leave benefits, a team member must:

1. (1) have worked for Chick-fil-A, Lincolnton for a total of at least 12 months prior to the date on which the leave is to commence;
2. (2) have worked at least 1,250 hours for Chick-fil-A, Lincolnton over the previous 12 months

A team member returning from fulfilling his or her National Guard and Military Reserve obligations will be credited with the hours of service that would have been performed but for the period of military service in determining the 1,250 hours of service. If you are not able to perform your normal job duties due to pregnancy or other legally protected disability or a work related injury, you may not need to satisfy the foregoing requirements. In such case, you should contact your Operator who can help determine your eligibility for leave.

Reasons for Leave and Amounts of Leave Medical and Family Care Leave

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

- **Birth, Child Care, or Placement for Adoption or Foster Care** – for the birth, care or placement for adoption or foster care of a team member’s child;
- **Team Member’s Own Serious Health Condition** – for a serious health condition that makes the team member unable to perform his or her job; or
- **Family Member’s Serious Health Condition** – to care for the team member’s spouse, parent or child who has a serious health condition.

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either (a) an overnight stay in a medical care facility, or (b) continuing treatment by a health care provider for a condition that either prevents the team member from performing the functions of his or her job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirements set forth above may be met by (a) a period of incapacity of more than 3 consecutive calendar days combined with (i) at least 2 visits to a health care provider or (ii) 1 visit to a health care provider and a regimen of continuing treatment, or (b) incapacity due to pregnancy, or (c) incapacity due to a chronic condition. Other conditions may also meet the definition of continuing treatment.

Military Exigency Leave

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

Military Exigency – Eligible team members whose spouse, son, daughter, or parent is on, or has been notified of an impending call to, active duty deployment to a foreign country with the Armed Forces (whether as a regular member or a reserve member) may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies include (but are not limited to), for example, attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and/or attending post-deployment reintegration briefings.

Military Caregiver Leave

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

To Care for a Covered Servicemember – A team member who is the spouse, son, daughter, parent or next of kin of a covered servicemember or a covered veteran as defined by law may use up to twenty-six (26) workweeks of unpaid leave during a single 12-month period to care for

(1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the 5-year period prior to the first date the eligible team member takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness. The term “serious injury or illness” means an injury or illness that was incurred by the servicemember 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 the servicemember medically unfit to perform the duties of their office, grade, rank or rating. During the single 12-month period in which leave is granted so that the team member may care for a covered servicemember with a serious injury or illness, a team member shall only be entitled under this policy to a combined total of twenty-six (26) workweeks of leave for both that leave and any FMLA leave taken during that period for any other reason.

Other Circumstances

Team members who are unable to work due to a legally protected disability (other than pregnancy) or a work- related injury and are not eligible for leave under this policy or who require more than twelve (12) weeks of medical leave, will be considered for time off (or additional time off) as a reasonable accommodation, taking into account the Company’s business requirements and whether allowing such additional leave would present undue hardship, or may be transferred to inactive status.

Intermittent and Reduced Schedule Leave

A team member does not necessarily need to use all of his or her FMLA leave in one continuous block of time. Leave for a team member’s serious health condition, a family member’s serious health condition, or to care for a servicemember with a serious injury or illness can be taken intermittently or on a reduced leave schedule when medically necessary. Leave for qualifying military exigencies may also be taken on an intermittent basis. If leave is taken to care for a child after birth, adoption or placement in foster care, a team member may take the leave intermittently or on a reduced work schedule in accordance with applicable law. Team members who are on an approved family or medical leave of absence may not perform work for any other employer during that leave

Team Member Responsibilities

Notice of Need for Leave - A team member who needs to take FMLA leave (except for leave due to a qualifying exigency) ordinarily must provide the Operator with at least 30 days’ notice of the need for leave, if the need is foreseeable. If the team member’s need for FMLA leave is not foreseeable, the team member should notify the Operator as soon as practicable (but generally at

least two hours before the time scheduled to begin work). Requests for leave (or for an extension of approved leave) should be submitted in writing to the Operator.

When leave is needed for planned medical treatment, the team member is requested to try to schedule the treatment in such a way as to limit disruptions of the team member's schedule. When a team member requests FMLA leave, he or she will be asked to fill out a form with some information needed to review and process the request (if approved). All requests for FMLA leave should include anticipated date(s) and duration of the leave. Any requests to extend a leave of absence under this policy must be received at least 5 working days before the date on which the team member was originally scheduled to return to work and must include the revised anticipated date(s) and duration of the leave. Chick-fil-A Lincolnton reserves the right to deny requests for extensions and/or deny reinstatement to a team member who exceeds the leave amounts provided by this policy or fails to provide requested medical certification.

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

Certification

Chick-fil-A Lincolnton may require a team member to provide a certification and periodic recertification supporting the need for leave. Generally, you must provide the required certification within 15 calendar days after the Company's request for certification. Failure to timely provide the required certification may result in the denial of foreseeable leave until such certification is provided. In the case of unforeseeable leaves, failure to timely provide the required certification may result in a denial of the team member's continued leave. Where the team member's need for leave due to the team member's own serious health condition or the serious health condition of the team member's covered family member lasts beyond a single leave year, the Company may require the team member to provide a new medical certification in each subsequent leave year. Any request for an extension of the leave also must be supported by an updated medical certification. The Company also may request an updated medical certification in other circumstances.

In addition, if the Company has reason to doubt the validity of the medical certification provided by the team member, the Company may, at its discretion, require a second or third medical opinion (at the Company's expense). It is the team member's responsibility to furnish his or her healthcare provider with the necessary authorization for the disclosure of medical information to the doctor(s) who will provide the second and third opinions. If the team member fails to provide the necessary authorization, the request for leave may be denied. When the leave is the result of the team member's own serious health condition, the Company may require a fitness-for-duty certification to return to work. Once the team member has provided the Company with notice of the leave and certification as required, the Company will determine how the leave is designated for counting toward the team member's allotment of leave under this policy. If the team member fails to provide proper advance notice or certification for leave, the leave may be delayed or may not be designated as FMLA leave under this policy.

When a team member requests leave, the Company will inform the team member whether he or she is eligible under this policy. If the team member is eligible, the Company will specify any additional information required and will inform the team member of his or her rights and responsibilities. If the team member is not eligible, the Company will provide a reason for the ineligibility. The Company will also inform eligible team members whether or not their leave will be designated as job protected under this policy and the amount of leave that will be counted as a part of the team member's leave entitlement under this policy.

Compensation During Leave

Family and medical leave is unpaid. Depending on individual circumstances, a team member may be eligible for workers' compensation insurance benefits while on FMLA leave. In addition (and to the extent applicable under applicable state or local law), a team member may choose to use any accrued paid sick leave during FMLA leave, provided that the team member's request to use paid time off benefits meets the requirements of all applicable policies. To the extent allowed by law, any available paid time off benefits must be used to cover leave time off under this policy.

A team member's use of FMLA leave will not result in the loss of any employment benefit that the team member earned or to which the team member was entitled before using FMLA leave.

Job Reinstatement Upon Return From Leave

Under most circumstances, upon return from family or medical leave, a team member will be reinstated to his or her previous position, or to a comparable job with equivalent pay, benefits, and other employment terms and conditions. However, a team member on family or medical leave does not have any greater right to reinstatement than if the team member had been continuously working during the leave period. (This right to reinstatement to the team member's previous position may not apply to certain highly compensated "key employees" (as defined by statute) in certain circumstances.)

A team member returning from leave due to his or her own serious health condition may be required to provide a fitness-for-duty certification from his or her health care provider stating that he or she is able to resume work. If a team member is returning from FMLA leave taken due to his or her own serious health condition, but is unable to perform the essential functions of the job because of a physical or mental disability as defined by law, the Company will participate in the interactive process to identify a reasonable accommodation that does not present undue hardship to the Company and that allows the team member to perform his or her essential job functions.

If a team member has any questions regarding FMLA leave or rights under this policy, the team member should contact his or her Operator.

Jury Duty Leave: Section 30

Chick-fil-A Lincolnnton allows team members to take leave to serve jury duty. **Team members summoned for jury duty should notify their Operator as soon as they receive a jury summons and make scheduling arrangements.** Leave to serve jury duty will be unpaid, unless state law requires otherwise. Team members may be provided time off with pay when and as necessary to comply with state jury duty laws and/or federal wage and hour laws. When team members serve jury duty, they generally are expected to return to work if excused from jury duty during their regular work hours, unless state law provides otherwise. It is the intent of the Company to comply with any applicable state or local law in the adoption of this policy.

Resignation: Section 31

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

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

As part of your resignation of employment, your final payment will be processed in the form of a check that will be given as part of an exit interview where you complete a questionnaire and return your Chick-fil-a provided uniform.

Termination of Employment: Section 32

Consistent with the Company's at-will employment policy, **Chick-fil-A Lincolnnton reserves the right to terminate any team member's employment on an at-will basis at any time with or without notice or cause, for any reason not prohibited by law.** In the event of termination, team members will be provided with their final paycheck and any required separation documents in accordance with applicable law.

Return of Company Property: Section 33

Upon termination of employment (whether by voluntary resignation or involuntary discharge or otherwise), **team members are expected to immediately return any and all Company**

property in the team member's possession, custody or control, including, but not limited to, any and all keys, name badges, uniforms.

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

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

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

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

I also acknowledge and understand that no oral statements or representations can change the provisions of this Team Member Policy Handbook, and that no implied contract concerning any employment-related decision or term and condition of my employment can be established by any other statement, conduct, policy or practice. Finally, by signing below I also specifically acknowledge that I have reviewed the Cash and Coupon Accountability Policy in this Handbook. I understand that I may be held responsible for negligent or purposeful losses in violation of that policy, and I hereby authorize the Company to withhold from my paycheck the amount of any such losses under this Policy to the extent allowed by applicable law.

Team Member Name (Print)

Team Member Signature

Date

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

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

Team Member Name (Print)

Team Member Signature

Date

TEAM MEMBER AGREEMENT TO EMPLOYEE HEALTH POLICY AND CONDITIONAL REPORTING

If you do not feel well before coming to the restaurant, avoid putting other team members and the public at risk. Adhere to the following guidelines concerning illness:

1. If already at work, let the Operator or member of the leadership team know that you do not feel well and need to be excused.
2. Stay at home if you have the following symptoms or have had the following symptoms in the last 24 hours:
 1. Fever
 2. Sore throat with fever
 3. Flu symptoms
 4. Severe cold symptoms (i.e. uncontrolled cough)
 5. Vomiting
 6. Diarrhea
 7. Jaundice (yellowing of the skin)
3. Notify the Operator or member of the leadership team as soon as possible so that the shift may be covered. We ask that you attempt to find a replacement, but we will help assist you in finding a replacement if needed.
4. Notify the Operator or member of the leadership team *before* you come in to work under the following circumstances:
 - a. If you have seen a doctor for any of the illnesses listed above (i.e. fever)
 - b. If you have been diagnosed by a health practitioner as having an illness from Salmonella Typhi, Shigella, E. Coli, Hepatitis A, or Norovirus (a severe stomach flu) in the past three months
 - c. If you live with someone who has been diagnosed with any of the above illnesses
 - d. If you have worked in a setting where there has been a confirmed case or outbreak of the above illnesses
5. If you have no fever and feel well enough to come to work but are sneezing, coughing or have a runny nose, you must not work with exposed food or in customer service areas.

We care about your overall health in our restaurant. Working outside is a requirement for all customer service positions and it will be expected of you periodically to work these positions either in the drive-thru or in the parking lot. During hot and cold periods, we will rotate you with other team members in the restaurant and may not offer you the choice to stay outside even if you tell us “I’m not too hot” or “I’m not too cold”. However, in the event that you feel like you NEED to come inside, you MUST IMMEDIATELY request to a manager and they will bring you in. If for some reason a manager refuses to bring you inside after you have requested to come in, IMMEDIATELY bring it to the attention of the Operator or another manager.

Team Member Name (Print)

Team Member Signature

Date

PHOTO RELEASE WAIVER

Occasionally, Chick-fil-A Lincolnnton will take pictures or videos of our employees and post these to our social media pages or publish them in newsletters or advertising. We do not offer additional compensation for the use of an image and we may not inform you in advance of the specific use of that image. We will not publish or redistribute any personal images, only images we record while in the restaurant on shift or at Chick-fil-A sponsored events. Please sign this acknowledging and agreeing to the use of your image in the capacities listed above.

Team Member Name (Print)

Team Member Signature

Date

TEAM MEMBER ACKNOWLEDGMENT OF RECEIPT OF THE CASH AND COUPON ACCOUNTABILITY POLICY

By signing below, I specifically acknowledge that I have received and reviewed the Cash and Coupon Accountability Policy in the Team Member Policy Handbook for Chick-fil-A, Lincolnnton. I understand that I may be held responsible for negligent or purposeful losses which result from my violation(s) of this Policy, and I hereby authorize Chick-fil-A Lincolnnton to withhold from my paycheck the amount of any such losses under this Policy to the extent allowed by applicable law.

Team Member Name (Print)

Team Member Signature

Date