



Chick-fil-A Corporate Purpose

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

Chick-fil-A Mission Statement

BE REMARKABLE!

TEAM MEMBER POLICY HANDBOOK

FOR

Gilbert Gateway Towne Center FSU

Last Revised: December 28, 2022

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Welcome and Introduction

Welcome to **Chick-fil-A® at Gilbert Gateway!** We are glad you have chosen to work with us, and we are excited to have you on our team. We hope that your employment here will be a challenging and rewarding experience.

This Team Member Policy Handbook (the “Handbook”) is designed to acquaint you with some of the personnel policies, work rules and benefits here at **So Run LLC dba Chick-fil-A at Gilbert Gateway** (also referenced in this Handbook as the “Company”). The Handbook contains current information about various policies that have been established for this business. These policies apply to all employees at this Restaurant. You should review this Handbook carefully. As an employee at this Restaurant, you will be expected to know and follow these policies. We encourage you to ask questions, make suggestions or express concerns. We appreciate your support of these policies.

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 This Handbook replaces all prior published or unpublished policies regarding the matters addressed in these materials.

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

At-Will Employment

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

NOTIFICATION OF 90-DAY INTRODUCTORY PERIOD

The Company requires an employee to go through a 90-day introductory period of employment. An employee's first 90 days of employment are on a trial basis and are considered a continuation of the employment selection process. This notice informs you that your performance will be carefully monitored during this initial period of employment, and your employment status will be considered temporary until this 90-day introductory period has expired. The 90-day probationary period provides the Company an opportunity to observe and evaluate the capacity of the employee, which includes the employee’s ability to satisfactorily perform the essential functions of his or her job; and to observe and evaluate the employee’s work habits and conduct, including attendance and the employee’s relationship with coworkers and superiors.

If your performance meets the Company’s requirements, we will then, at our own discretion, consider changing your employment status to regular full time. This 90-day probationary period is not a term of employment and is not intended, nor does it, impact the at-will nature of the relationship between the Company and the employee.

Chick-fil-A, Inc. Background

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

Commitment to Hospitality

Chick-fil-A at Gilbert Gateway strives to maintain an atmosphere of hospitality for all customers. We want to create a comfortable experience for all who visit our Restaurant. We want to maximize the opportunity to build the business and to positively influence others by creating a welcoming environment. We are hospitable to **all** customers.

2nd Mile Service

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

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.

Civility, Equal Employment Opportunity & Non-Harassment Policy

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

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

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

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

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

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

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

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

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

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

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

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

Our policy also provides for “reasonable accommodation” of disabilities on a case-by-case basis, in accordance with applicable law. As part of **Chick-fil-A at Gilbert Gateway**’s commitment to equal employment opportunity, it is and has been our policy to promote equal employment opportunities without regard to disability. Accordingly, we will make reasonable accommodation for qualified individuals with a disability – whether an applicant or a current employee – unless undue hardship would result.

If an individual believes that he or she needs a reasonable accommodation due to a disability, the individual should contact the Operator or Management and request a reasonable accommodation. Requests for an accommodation 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 at **Gilbert Gateway** will engage in an interactive process with the individual to determine whether a reasonable accommodation can be made without resulting in undue hardship. We may need information from an employee’s physician(s) or other health care provider(s) to determine whether an appropriate reasonable accommodation can be implemented.

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

Compensation

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

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

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

Pay Periods

- The pay period for our Restaurant ends bi-weekly on Saturday. Employees will receive a paycheck once every two weeks on Friday.
- Normally, your paycheck will be available on the **Friday morning** after the pay period ends. You may pick your check up during non-peak periods such as 7am – 9am or 3pm – 5pm.
- You cannot receive your check in advance of the end of the pay period.
- You cannot cash your check in the Restaurant.
- The Company offers the convenience of direct deposit of your payroll check for eligible employees upon request. This benefit enables Company employees to have their paychecks deposited directly into their checking or savings account each payday. Eligible employees are able to participate in this benefit immediately; however, direct deposit may take at least one full pay period to confirm accuracy of your account. If you wish to receive direct deposits, please fill out the direct deposit form provided to you with the new hire paperwork. The form is also available upon request.

Overtime Premium Pay

- You will be paid at 1.5 times your regular hourly rate of pay for any time worked over 40 hours in one work week.

- For purposes of calculating overtime premium pay under this policy, the work week at our Restaurant begins on Sunday at 12:01 a.m. and ends on Saturday at 12:00 a.m. In addition, the “workday” is defined as beginning at 12:01 a.m. each day and ending at midnight that evening.
- **You are directed not to work any overtime unless it has been specifically approved by your Operator and/or Management.**

To the extent that this policy conflicts with applicable law, the Company will follow applicable law.

Vacation

After 90 days of employment, full-time employees in the following positions are eligible for paid vacation time off, pursuant to the schedule below:

Position	Annual Allotment
Executive Directors	120 hours
Directors	80 hours
Shift Supervisors	40 hours
Full Time Team Champions	24 hours

Part-time Team Champions and Team Members will not receive vacation pay.

Leaders will be compensated for paid vacation time off at their regular rate of pay. Eligible leaders will receive the annual vacation allotment at the beginning of the calendar year. Leaders who become eligible for paid vacation during the calendar year will have their annual allotment prorated for the remainder of that calendar year. Eligible leaders must be employed with the Company at least 90 days before vacation may be used.

Paid vacation requests should be submitted to the General Manager at least one month in advance. The Operator will attempt to accommodate vacation requests when possible, based on the operational needs of the Company. To avoid staffing and business disruption, vacation days should ordinarily be scheduled for nonpeak months (i.e., June through August). The Operator has discretion whether to approve vacation requests. The Operator will only pay a max of 120 hours vacation pay **per month**.

Any vacation time that is not used by the end of the calendar year is forfeited. It does not roll over from one year to the next. The Company does not pay out unused vacation time in the event of separation from employment.

Hot Schedules

Once you have been entered into HR/payroll, you will receive an email verification from Hot Schedules to your provided email. You will need to confirm your email. Once this is completed, you will receive an email giving you a temporary login and password. You have the option to use Hot Schedules through your internet browser or through the app (this is the recommended option). If you choose to use the app, please download “HS Team”. If you have any issues setting up the app or logging in please contact a Manager asap. It is YOUR responsibility to ensure you are properly logged in and have full access to your posted schedule. If you do not show up to your first shift, it will be considered a no-call, no-show and your employment may be terminated.

Upon hiring, a Manager will go over the app and all of its uses.

Breaks & Employee Meals

Depending upon the hours you work on a given day, you will be entitled to one or more authorized breaks. The Company Leadership will coordinate all breaks to make sure that the necessary number of team members are on duty at all times.

All uniformed employees must take their paid breaks in the dining room.

Breaks

Team members who are scheduled to work at least **five (5) hours** during a single day are permitted to take one **paid** break for up to **fifteen (15) minutes**. If you are scheduled to work **ten (10) hours** or more during a single day, you will be provided a second paid break for up to fifteen (15) minutes once you have worked ten hours on your shift.

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

If a sudden rush occurs, you may be called back to work from a break. If this occurs, you may be permitted to finish your break after the rush subsides. Whenever possible, you will be allowed to complete your break in one interval. Abuse of this policy may subject you to disciplinary action up to and including termination.

Nursing mothers will be allowed reasonable breaks to express milk for one year after the child's birth.

Employee Meals

As a team member, you will be provided with the following food and beverage benefits at no cost to you when you work a shift:

- You may have **one entrée, one side item, and a drink free of charge.**
- You may have a second meal free of charge only if you work **10 hours or more** during a single day.

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

- To obtain a free meal, please wait to be rung up by a **Manager or Leader**. Customers are to be served first, before ANY employees are served.
- You must eat your free meal in the Restaurant. **You may not take your meal off the premises.**
- **You may not take any unfinished portion of any free meal provided or received under this policy out of the Restaurant.**
- You must continue working until your food has been handed to you.
- You should not listen to music, videos, etc. while eating in the dining room. You are still in uniform and should not disturb other guests.

Attendance and Punctuality

Team members are expected to report to work as scheduled, on time and prepared to start work. **Late arrival, early departure or other deviations from scheduled hours are disruptive and must be avoided and can result in disciplinary action, up to and including termination.** If you arrive after your scheduled time, you must notify the Operator or the **manager on duty** immediately. Team members also are expected to remain at work for their entire work schedule, unless released early by the Operator or **manager on duty**. If you will be late for your shift, you are required to call the store phone and inform any leadership on duty.

If, for any reason, you are unable to report for work on a scheduled workday, **you must call** the **manager on duty** at **least two hours** 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. In those unique or emergency situations where employees are unable to provide at least two hours' advance notice, you must notify the manager on duty as soon as possible regarding your anticipated absence. Similarly, if you need to leave work early for any reason, you must first obtain the permission of your immediate supervisor or the Operator. **Text messaging/GroupMe is not an appropriate form of communication** for purposes of this policy. You must always call the store phone and speak to the manager on duty.

Unless otherwise protected by law, excessive absenteeism or tardiness, or failure to communicate with your supervisor as outlined above, may result in disciplinary action, up to and including termination of employment. If an employee fails to report to work or

call in to inform the manager on duty or Company leadership for 3 consecutive days or more, the employee will be considered to have abandoned his/her job and voluntarily resigned employment with the Company.

Time Recording

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

- You must clock in on the cash register timekeeping system at the beginning of your shift. Clocking in means you are ready to work. Personal items should be put away, hands should be washed and ready to work. **Do not clock in until these things are done.**
- You must clock out on the cash register timekeeping system at the end of your shift.
- Your timecard must show the hours that you actually worked (**to include paid breaks pursuant to our policy**). **Do not work "off the clock."** This means that team members may not perform any work at any time when not clocked-in to work.
- You must record your own work hours. Do not clock in or out for another team member.
- If you are 2 minutes late for work, it is considered **LATE** and may result in disciplinary action, up to and including termination.
- If you believe that you need to begin work early (prior to the start of your scheduled shift), or stay late (after the time your shift is scheduled to end), you must obtain approval of the **manager on duty**. You should obtain this approval **before** you perform any work during any time in which you are not scheduled to work.
- Notify the Operator or the **manager on duty** immediately of any timekeeping error, any error on our timekeeping system, or any error on your paycheck, so that we can look into the matter and make any necessary corrections promptly.
- **Any falsification of your time records or other violation of this policy may result in disciplinary action, up to and including termination.**

Taking Personal Checks

Chick-fil-A at Gilbert Gateway does NOT accept any personal checks effective March 1, 2009.

Job Duties and Responsibilities

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

- **Customer Service.** Your main responsibility as a team member is to help provide our customers with efficient, courteous service, quality food, and a clean, pleasant environment for their dining. Therefore, the following are required of all team members:
 - Please remember to always smile at the customer and be friendly.
 - Please remember to treat every customer (and all individuals) with honor, dignity and respect.
 - Although we strive for 60-second service, please do not rush the customer.
 - Remember the phrase that the customer is always right. Please do not argue with a customer. If you have a situation with a customer that makes you feel uncomfortable, that you cannot handle or that the customer believes has not been handled adequately, then notify the Manager or team leader immediately.
 - Always stay at your assigned position, unless otherwise directed by the Operator or the **manager on duty**.
- **Other General Responsibilities.** The following responsibilities also are a part of most jobs at our Restaurant and are vital to providing our customers with the best possible experience every time they visit our Restaurant.
 - When you are working as a cashier or otherwise providing food orders to customers, always double-check the order to ensure it is correct before giving it to the customer.
 - When you are working as a cashier, never leave a cash register drawer open. Only work out of the drawer assigned to you.

- Everyone is responsible for helping to ensure that stock is rotated properly. **FIFO (First In First Out)**
- **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!
- Avoid wasting food, paper products, cleaning supplies, etc.
- **Everyone is responsible for keeping all of your coupons, Be Our Guest Cards, employee meals of discounts, and PROMO receipts.** If you give a discount that does not include a coupon, a receipt must be printed with a brief description and kept in the coupon pouch.

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

Advancement

- **All advancements** are ultimately determined by the Company's General Manager.
- The General Manager reserves the right to advance team members and hire outside candidates for leadership based on the qualifications of the position, the experience of the individual/candidate, and the demands of the business.
- Applicants must meet all qualifications in order to advance with Chick-fil-A at Gilbert Gateway Towne Center.

Age-Restricted Activities

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

Jobs 15 year-olds are NOT Allowed to Do...

- Cooking, baking, handling hot oil or grease, operating power tools, trash compactors, pressure washers, lawnmowers, food processors, mixers or choppers, or anything associated with the Kitchen.
- 15 year-olds may not do any work that requires the use of a ladder or involves the loading or unloading of trucks.
- 15 year-olds may only work 3 hours daily/18 hours weekly when school is in session
- 15 year-olds may work no later than 9:30pm on the day before school
- 15 year-olds may work no later than 11:00pm on the weekends
- 15 year-olds may only work 8 hours daily/40 hours weekly when school is not in session

Jobs 17 year-olds and under are NOT Allowed to do...

- Load or operate a trash compactor.
- Drive their car for anything associated with Chick-fil-A.
- Ride in the back of a pickup truck.
- Operate, setting up, cleaning, adjusting, oiling, or repairing the kitchen equipment. (i.e. choppers, mixers, grinders, cutters).

If you are in doubt as to whether a particular activity or time of work is prohibited for a team member of your age, then you should refrain from performing the task or working at the particular time until you have consulted with management and obtained proper guidance and direction. Please see the "Work minors can and cannot do" posters in the Restaurant.

Standards of Conduct & Disciplinary Actions

All team members are expected to perform their jobs well, to conduct themselves in a professional manner at all times, and to treat others with honor, dignity and respect. Additionally, all team members are expected to comply with any rules applicable to employment in our Restaurant (including, but not limited to, the rules set forth in this Handbook).

The Company does not believe it is necessary to list exhaustively every work rule or standard of conduct for our team members. However, the following are examples of prohibited conduct that may subject the employee involved to disciplinary action, up to and including termination:

- Violation of our Civility, Equal Employment Opportunity & Non-Harassment policy
- Violation of our Workplace Violence policy
- Clocking another team member in or out
- Clocking in or out for a team member who did not work, or otherwise submitting to be paid for time not worked
- Possession of any type of weapon on Chick-fil-A property
- Reporting to work under the influence of (or impaired by) alcohol, illegal or controlled substances, or prescription drugs for which the employee does not have a current prescription
- Using, possessing, purchasing or intending to purchase or distribute any alcohol or illegal or controlled substances on Chick-fil-A property.
- Insubordination or failing to follow the directives of the Operator or team leaders
- Excessive unexcused tardiness or absences, or failure to notify the Operator or team leader of tardiness or absences in a timely manner
- Dishonesty or falsification of employment or other records or documents
- Use of inappropriate language or other inappropriate behavior directed toward other employees, customers or third persons including, but not limited to, profanity, obscenity, cursing, or other foul or offensive language in the Restaurant
- Failure to follow our procedures on cash and coupon accountability
- ANY form of misconduct involving a customer or guest.
- Cash theft which includes, but is not limited to:
 - Taking money from the cash register (which may be revealed by a cash shortage);
 - Writing over rings for entries not made
 - Failing to ring up a sale or a part of a sale
 - Purposely giving too much change.
- Food theft which includes, but is not limited to:
 - Giving away food over the counter without receipt of the appropriate payment and/or coupons in exchange
 - Giving away food to team members who are not working that shift without receipt of the appropriate payment
 - Intentionally over-portioning products
 - Taking food home without payment after closing or finishing your shift
 - Storing food for later pick-up without payment
 - Sharing break food with an individual who is not a team member
 - Signing for food or goods not delivered
 - Eating during your shifts while not on an approved break
 - Giving out unauthorized promotional material or discounts.

In some instances of rule violations, improper conduct or unsatisfactory job performance, progressive disciplinary action may be appropriate. In other situations, the Company, in its sole discretion, may determine that immediate termination is warranted. 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 and proceed to immediate termination under certain circumstances.** 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.
Employment with the Company remains at-will.

Drugs/Alcohol/Substance Abuse

It is the Company's policy to maintain a drug- and alcohol-free work environment that is safe and productive for team members, customers, and others who do business with the Company.

To ensure a safe and productive work environment, the Company prohibits the use, sale, dispensation, manufacture, distribution or possession of alcohol, drugs, controlled substances, medical marijuana or recreational marijuana on the Restaurant premises. This prohibition includes in Company-owned vehicles, or in personal vehicles being used for Company business or parked on Company property. Additionally, the Company may take disciplinary action, up to and including termination, for the illegal off-duty use, sale, dispensation, manufacture, distribution or possession of drugs and controlled substances and the illegal use or distribution of alcohol.

No employee shall report to work or be at work while impaired by alcohol or drugs (including but not limited to marijuana or prescription drugs). Additionally, an Arizona medical marijuana registered cardholder may not possess or ingest medical marijuana while at work, or work while impaired by medical marijuana.

This policy does not prohibit employees from the lawful use and possession of prescribed or over-the-counter medications. Employees must ask their medical professionals or pharmacists if their medications have any side effects which may impair the employee's ability to safely or productively perform the employee's job duties. If there is potential impairment of the employee's ability to work safely or productively, the employee must report this information to their team leader, the Operator, or someone on the Leadership Team. With input from the employee, the Company will determine if the employee should work in his regular job, be temporarily assigned to another job, or placed off work.

Any violation of this policy will result in disciplinary action up to and including termination.

Appearance

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

Uniforms

- Team members who work on average 30 hours per week or more will receive 2-3 uniforms at no cost. Team members who work on average less than 30 hours per week will receive one uniform at no cost. Your free uniform consists of pants, shirt, belt, and nametag. Other items, such as visors, may be provided depending upon your position.
- Shoes must be solid black and slip-resistant SHOES FOR CREWS. Closed heel and closed toe styles required.
- All uniform items (including belts, outerwear and caps) must be from the Chick-fil-A 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. (**White short-sleeve undershirt or a solid black long-sleeve shirt**).
- **Men must wear solid white or black t-shirts (no printing or graphics) under all uniform 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 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.
- Team members must present a professional appearance (neat, clean and well groomed).
- Chick-fil-A name tags must be worn at all times, on outermost garment, on the team member's right chest. Other miscellaneous pins, buttons, stickers and/or ribbons may not be worn on the uniform or affixed to nametag.
- Failure to wear a name tag will result in disciplinary action up to and including termination.

- All shirts (except maternity tops) must be worn tucked in.
- Men's polo shirts must be worn with at least 2 buttons fastened.
- All buttons must be fastened on women's short-sleeved woven (button-front) and ¾-sleeved woven shirts. Women's white long-sleeved shirt may have top button unfastened.
- Pants must fit properly and must be hemmed to fall at midpoint of heel. Cuffed and/or pegged pants are not acceptable.
- TeamStyle belt must be worn and must be trimmed so that end does not hang below belt line.
- Shoes must fit properly with laces tied, unless limited by temporary medical conditions requiring corrective orthopedic devices (due to broken bones, surgeries, etc.).
- Females must wear solid black socks, black hose or flesh-toned hose. Males must wear solid black socks.
- Chick-fil-A neckties must be worn with all 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 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 and/or in order 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 brim of cap.

Jewelry

- Jewelry (including medical alert jewelry) must be modest in size to help prevent the cross-contamination of food and worn in good taste so as not to be distracting to customers or fellow team members. Any necklace worn should be tucked inside clothing to avoid being a safety hazard.
- **Rings must be limited to a wedding band** or set (none on thumbs). In food preparation areas, rings, if worn, must be worn with gloved hands to avoid food contamination or catching on equipment.
- Wristwatches and/or medical alert bracelets must be conservative in size and appearance; they should not have gemstones that could come loose. Other bracelets or wristbands (e.g., rubber or string, etc.) may not be worn.
- **Earrings must be limited to plain stud earrings (no dangling earrings, including hoops of any size).**
- Jewelry in pierced body parts exposed to customers, other than female earlobe, is not acceptable.

Grooming

- 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).
- **Hair and nails must comply with local health department requirements.**
- Hair must be clean and worn in good taste so as not to be distracting to customers or fellow team members. Hairstyles must be neat and professional in appearance. Unnatural hair colors or eccentric styles (e.g., Mohawks, shaven designs, etc.) are not permitted.
 - Females: Hair that falls around face must be tied back using a simple hair band or barrette that has no loose or dangling parts.
 - Males: Hair must not fall below midpoint of collar in the back, below midpoint of ear on the sides, or below eyebrows on the forehead. Facial hair, other than a neatly trimmed mustache, is unacceptable. Sideburns must be trimmed to be no longer than the bottom of the earlobe and of a consistent width on the sides from top to bottom.
- Makeup must be subdued and worn in good taste so as not to be distracting to customers or fellow team members.
- **Fingernails must not extend beyond fingertips when viewed from the open palm.**
- **Fingernail polish must not be worn in food preparation areas; if worn, elsewhere, it must be a solid color, worn in good taste, to the discretion of the Operator or Leadership, and worn only in customer service areas.**
- **False fingernails are not allowed in customer service areas or food preparation areas.**
- Fingernail gems must not be worn.
- **Tattoos must not be visible on face or neck. Visible tattoos must not contain profanity, be racially offensive, sexually explicit, violent, vulgar or otherwise offensive to other Team members or guests. Tattoos that do not meet these requirements must be covered using bandages, make up or Company-approved sleeves.**
- Perfume or cologne must be subdued in fragrance and not be distracting to customers or fellow team members.

- Body modifications (e.g., piercings, extended earlobes, etc.) visible to customers are not acceptable.

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

Chick-fil-A at Gilbert Gateway will, consistent with the requirements of federal, state or local law, make reasonable accommodations with respect to dress or grooming requirements that are directly related to a team member's religion, ethnicity, or disability. If an accommodation of this nature is required, please notify the Operator and please be prepared to discuss potential reasonable accommodations. To the extent that this policy conflicts with applicable law, the Company will follow applicable law.

No Smoking

Smoking 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, and dumpster pads. "Smoking" includes the use of any tobacco products (including chewing tobacco), electronic smoking devices, and e-cigarettes.

Workplace Violence

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

Prohibited conduct includes, but is not limited to:

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

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

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

Workplace Safety

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

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

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

Workers' Compensation

In accordance with state law, **the Company** 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.

In the event of an work-related injury or illness:

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

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

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

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

Team Member Property & Workplace Searches

The Company reserves the right to conduct workplace searches when necessary. **Team members should not have any expectation of privacy with respect to any aspect of the Restaurant premises including, but not limited to, any locker or other storage area that may be provided for the use of the team member. Additionally, team members should not have any expectation of privacy with respect to any property brought onto or received at our Restaurant's premises.**

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

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

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

Telephone and Electronic Communications Systems

The purpose of this policy is to provide a set of guidelines for using the Company's information technology resources and communication systems (e.g., electronic mail or e-mail, work telephones, voice mail, computers, including Internet access) to communicate both internally and externally at the Company. The telephone in our Restaurant (including any voice mail or voice messaging system) is the property of our business, and generally should be used only for calls involving the Restaurant's business and business-related activities. Accordingly, our policy is that any communications through the Restaurant's telephone and voice mail system at our Restaurant should generally have a business purpose. Occasional and minimal personal use is acceptable, but personal calls must be kept to a minimum and should be kept brief.

Similarly, all Restaurant electronic communications systems, including the computer(s), iPad(s), business cell phones, or computer system(s), are the property of the business and should be used only for business purposes. The Company may access or monitor all electronic communications systems and all messages or content within those systems (including but not limited to the e-mail and internet systems in our Restaurant). Use of these systems constitutes employee consent to the Company's right to access and review this information. 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 electronic communications systems.

All employees are responsible for the content of all text, audio, and images that they play or send over the Company's electronic communication systems. Fraudulent, harassing or obscene messages are prohibited.

A team member's (Not Leadership) cellular phone, pager, smartphone or other personal communications device may not be used, worn or kept on the team member's person while the team member is on duty at the Restaurant. Team members may use phone during paid 15 minute break, but should return the phone to their locker when break is done.

Leadership may NOT use cellular phones, pagers, smartphones or other personal communication devices when attending to or in view of a customer, or when bagging orders or carrying out Leadership duties and responsibilities. Leadership must always be professional and use wisdom when using personal communication devices.

Violation of this policy can result in disciplinary action, up to and including termination.

Social Media

The Company understands that social media can be an entertaining and rewarding way to share your life and opinions with your family, friends, and co-workers. Use of social media, however, presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, the Company has established these guidelines. This policy applies to all employees who work for the Company.

For purposes of this policy, the term “social media” includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else’s web log (or “blog”), journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether or not associated or affiliated with the Company, as well as any other form of electronic communication.

The same standards of conduct established throughout the this handbook also apply to your activities online. You are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Be mindful that any of your conduct that adversely affects your job performance, the performance of co-workers, or otherwise adversely affects the Company’s customers, vendors, suppliers, employees, or the Company’s legitimate business interests may result in disciplinary action, up to and including termination.

Be Respectful

Inappropriate postings that include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination. If you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as malicious, obscene, threatening, intimidating, harassing, or bullying of co-workers, customers, vendors, or suppliers. Examples of such conduct might include offensive posts meant to harm someone’s reputation or posts that could contribute to a hostile work environment on the basis of race, color, ethnicity, gender (including pregnancy), gender identity, sexual orientation, disability (mental or physical), age, national origin, veteran status, religion, or any other condition or status protected by applicable law or company policy.

Be Honest and Accurate

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about the Company, customers, suppliers, or other individuals working for the Company.

Company Business

Maintain the confidentiality of the Company’s trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. Do not post Company internal reports, policies, procedures or other internal business-related confidential communications. Do not infringe on copyrights, trademarks, or other intellectual property of the Company or those that belong to others.

Do not represent yourself as a spokesperson for the Company unless authorized to do so by the Company. If the Company is a subject of the content you are creating, be clear and open about the fact that you are an employee of the Company, but not speaking on behalf of the Company or as an official Company representative. Make it clear that the views you express do not represent the views of the Company, its customers, suppliers, or vendors. It is best to include a disclaimer such as “The postings on this site are my own and do not necessarily reflect the views of the Company.”

Employees should not speak to the media on the Company’s behalf, unless authorized to do so by the Operator. All media inquiries should be directed to the Operator. Only an approved Company spokesperson is permitted to speak to the media on behalf of the Company.

Retaliation is Prohibited

The Company prohibits taking negative action against any employee for reporting a possible violation of this policy or for cooperating in an investigation. Any employee who retaliates against another employee for either reporting a deviation from this policy or for cooperating in an investigation may be subject to disciplinary action, up to and including termination.

Nothing in this policy should be interpreted or applied in such a way as to interfere with an employee's rights under the National Labor Relations Act, which include, but are not limited to, the ability to: (1) bargain collectively; (2) form, join, self-organize, or assist labor organizations; (3) discuss wages or other terms and conditions of employment, or (4) engage in concerted activities for the purpose of bargaining, mutual aid or protection.

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. You should not allow any other team member (including team leaders) to use your cash drawer.
2. Should it be necessary to obtain change during your shift, contact a team or shift leader, or the Operator, to make change. Cashiers should not make change with other cashiers.
3. Should it be necessary to skim your drawer, both the cashier (you) and Operator **or team leader** should verify and record the amount in the POS system.
4. 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.
5. Team members should never store or place cash or coupons in their pockets or otherwise on their persons.
6. All coupons, survey receipts, etc. need to be stored in the coupon pouch directly in front of each register. If a discount is given that did not require a coupon, print a duplicate receipt and write a brief description to explain why the discount was given. Management should always be informed before this is completed.

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 deduction from the responsible team member's paycheck to the extent allowed by applicable law. Additionally, you should understand that the Company may investigate all losses for possible prosecution. All team members, as a condition of employment, are required to cooperate with any investigation conducted by the Operator, another authorized Company representative, or any authorized law enforcement agency.

Paid Sick Time

The Company recognizes that employees may need days off from work from time to time to address their medical needs. Generally, paid sick time allows an employee to use earned paid time off during periods of personal illness, to obtain medical services or to care for immediate family members who are ill.

1. Eligibility

The Company provides Paid Sick Time (“PST”) to all of its employees in compliance with The Fair Wages and Healthy Families Act, A.R.S. § 23-371, *et. seq.* If any conflict develops between this policy and applicable law, the Company will apply and follow applicable law.

2. Accrual, Carry Over, and Limit on PST

PST is leave time compensated at the same regular hourly rate as time worked. Employees accrue up to forty (40) hours of PST each year. For purposes of this policy, a year is the calendar year. Available PST hours will be listed on every paystub.

Employees will be able to carry over into the next year up to forty (40) hours of unused PST, and the employee will continue accruing PST at the rate of one (1) hour of leave for every thirty (30) hours worked. An employee may not use more than forty (40) hours of PST in a year, and an employee’s PST balance will never exceed eighty (80) hours.

Newly-hired employees will begin accruing PST immediately, but they will not be able to use any PST until they have completed ninety (90) days of employment.

Employees who are exempt from overtime requirements under the Fair Labor Standards Act (e.g., salaried exempt managers, administrative employees, etc.) are presumed to work 40 hours per workweek for purposes of PST accrual. If an exempt employee’s normal workweek is less than 40 hours, that employee’s PST accrues based on the actual number of hours worked in that normal workweek.

3. No Cash Out of Sick Pay Benefits

The Company does not pay or “cash out” accrued but unused PST, either during employment, at the end of a Fiscal year, Calendar Year, or upon separation of employment for any reason (e.g., resignation, layoff, retirement, involuntary termination, etc.).

4. Use of PST

The Company provides PST for the following reasons:

A. An employee’s mental or physical illness, injury or health condition; an employee’s need for medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; an employee’s need for preventive medical care.

B. Care of a family member with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; care of a family member who needs preventive medical care.

C. Closure of the employee’s place of business by order of a public official due to a public health emergency or an employee’s need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or care for oneself or a family member when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee’s or family member’s presence in the community may jeopardize the health of others because of his or her exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

- D. Absence necessary due to domestic violence, sexual violence, abuse or stalking, provided the leave is to allow the employee to obtain for the employee or the employee's family member:
- (i) Medical attention needed to recover from physical or psychological injury or disability caused by domestic violence, sexual violence, abuse or stalking;
 - (ii) Services from a domestic violence or sexual violence program or victim services organization;
 - (iii) Psychological or other counseling;
 - (iv) Relocation or taking steps to secure an existing home due to the domestic violence, sexual violence, abuse or stalking; or
 - (v) Legal services, including but not limited to preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence, sexual violence, abuse or stalking.

PST must be accrued. The Company will not advance PST to cover the situations listed above for which PST is provided. Use of PST for purposes other than those provided above is not allowed and may result in discipline, up to and including termination. Earned PST may be used for full or partial-day absences for both exempt and nonexempt employees. Earned PST may be used in increments as small as hourly increments.

An employee's earned PST taken consistent with the provisions of this policy will not be counted as occasions of absence under any of the Company's other policies such as the absenteeism and tardiness policy.

Employees are required to use available PST when they are absent for a reason listed under this policy. If the Company has reason to believe that an employee's absence falls within this PST policy, the Company may designate the absence as PST.

6. Notice and Required Documentation

When the use of earned PST is foreseeable, employees shall make a good faith effort to provide notice of the need for such time to the General Manager in advance of the use of the earned PST and shall make a reasonable effort to schedule the use of earned PST in a manner that does not unduly disrupt the Company's operations. When possible, the request shall include the expected duration of the absence. Employees leaving voice messages are required to clearly identify themselves, state a request for PST and provide a phone number where they can be reached.

When the need for PST is *not* foreseeable, employees are required to notify General Manager **within three days** of the PST needed.

For PST which extends beyond a single day, employees are required to provide daily notice of their continued need for PST to the General Manager, as described above.

For PST of three (3) or more consecutive work days, the Company may request reasonable documentation that the PST has been used for a purpose covered by this policy. For example, documentation signed by a health care professional indicating that earned PST will be or was necessary is considered reasonable documentation. The following documents are considered sufficient for cases of domestic violence, sexual violence, abuse or stalking: A police report; a protective order from a domestic violence or sexual violence program, or victim services organization; a signed statement from a witness advocate concerning services from a victim services organization; a signed statement from an attorney, member of the clergy, or a medical or other professional; or an employee's written statement concerning the status of the employee or the employee's family member as a victim of domestic violence, sexual violence, abuse, or stalking. The nature of relevant medical information or relevant cases of domestic violence, sexual violence, abuse or stalking will not be required or requested.

7. Rehire

For employees who are rehired within nine (9) months of separation from the Company, any previously-earned PST that was not used will be reinstated and the employee will be entitled to use and accrue earned PST immediately at the re-commencement of employment.

8. Non-Retaliation

Employees will not be disciplined in connection with using PST for the permissible reasons. The Company does not engage in or condone retaliation or discriminate against an employee or former employee because the person has exercised rights protected under this policy. Such rights include, but are not limited to, the right to request or use earned PST pursuant to this policy; the right to file a complaint or inform any person about the Company's alleged violation of this article; the right to participate in an investigation, hearing or proceeding or cooperate with or assist in an investigation of alleged violations of this policy; and the right to inform any person of his or her potential rights under this policy.

9. Other Leaves of Absence

PST shall run concurrently with other unpaid leaves under local, state, or federal law. PST may not, however, be used to supplement disability or workers compensation benefit payments.

If you have a question about whether a particular situation is covered by PST or have any other questions about this policy, please contact the Operator.

Leaves of Absence – General

The Company will comply with all other 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

The Company will provide a military leave of absence to eligible team members who must take time off from work to fulfill military obligations in accordance with the Uniformed Services Employment and Reemployment Rights Act ("USERRA") and applicable state law. USERRA and state law also provide certain reemployment rights to eligible military service members. For more information in this regard, please review the Uniformed Services Employment and Re-Employment Rights Act ("USERRA") informational poster that is posted in our Restaurant.

Family and Medical Leave

The Company will grant family and medical leaves of absence to eligible employees in accordance with the requirements of the federal Family and Medical Leave Act ("FMLA") and any applicable state or local law concerning this subject. (Where state law provides for family or medical leave, FMLA and state law leave will, to the extent allowed by law, run concurrently.)

An employee should contact the Operator, or the manager on duty as soon as the employee becomes aware of the need for a family and medical leave. This policy sets forth a summary of our policy in this regard, and employees' rights to family and medical leave. To the extent this policy conflicts with the FMLA or does not address all of the Company's or employees' rights under the FMLA, the terms of the FMLA will control.

Employee Eligibility

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

Reasons for Leave and Amounts of Leave

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

- (1) for incapacity due to pregnancy, prenatal medical care, or child birth;
- (2) to care for the employee's child after birth or placement for adoption or foster care;
- (3) to care for the employee's spouse, son or daughter, or parent who has a serious health condition; or
- (4) for a serious health condition that makes the employee unable to work.

FMLA leave for the birth or placement of an adoptive or foster care child must be completed within 12 months after the event. FMLA leave may begin prior to birth or placement, as circumstances dictate. For purposes of this policy, the Company uses a “rolling” 12 -month period measured backward from the date an employee uses any FMLA leave.

Military Family Leave Entitlements. Eligible employees with a spouse, son, daughter, or parent on active duty or called to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include addressing issues that arise from (1) short notice of deployment (limited to up to seven days of leave); (2) attending certain military events and related activity; (3) arranging childcare and school activities; (4) addressing certain financial and legal arrangements; (5) attending certain counseling sessions; (6) spending time with covered military family members on short-term temporary rest and recuperation leave (limited to up to five days of leave); (7) attending post-deployment reintegration briefings; (8) arranging care for or providing care to a parent who is incapable of self-care; and (9) any additional activities agreed upon by the employer and employee that arise out of the military member’s active duty or call to active duty.

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

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

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

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

Intermittent and Reduced Schedule Leave

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

Notice of Need for Leave

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

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

Certification

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

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

Compensation and Benefits during Leave

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

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

Job Reinstatement upon Return from Leave

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

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

Additional Employee Rights under the FMLA

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

Jury Duty Leave

The Company allows team members to take leave to serve jury duty in accordance with state law. Team members summoned for jury duty should notify the Operator as soon as they receive a jury summons and make arrangements with the Operator concerning their schedule. If an employee is released from jury duty after 4 hours or less of service, he or she must report to work for the remainder of that workday if scheduled to work that day. Employees are expected to report for work when doing so does not conflict with any court obligations. It is the employee's responsibility to keep his or her supervisor or manager informed about the amount of time required for jury duty and to provide any documentation regarding the jury duty.

An employee selected for jury service will receive an unpaid leave during the required time of the jury service. The Company will not discharge, penalize, threaten, or otherwise coerce an employee who receives and/or responds to a jury summons or who serves on a jury.

Employees who are eligible for vacation are welcome to use any available paid vacation time to cover the absence should they wish to be paid during the time off for jury service.

Voting Leave

The Company encourages its team members to fulfill their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either before or after their regular work schedule. If there are fewer than three consecutive hours between the beginning of your work shift and the opening of the polls or between the end of your shift and the closing of the polls, the Company will grant up to three hours of paid time off to vote. Eligibility for paid time off to vote only applies to General and Primary Elections held within the State of Arizona.

Employees should request time off to vote from your team leader or the Operator before the Election Day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule. The Company will specify which hours you are allowed to be absent to vote.

Resignation and Uniform Return Policy

When an employee resigns from employment, it may be considered customary to provide at least two weeks' advance notice of resignation where practicable. Some employees may give a longer notice in order to allow their employer to plan accordingly before the resigning employee departs. If you choose to resign from your employment at our Restaurant, we would appreciate if you provide us with as much advance notice as is practicable for you under the circumstances -- although you are not required to provide any length of advance notice at all. Please remember that, whatever notice you are able and choose to provide, your employment with the Company remains at-will, which means you have the opportunity to resign your employment at any time you choose. Upon receipt of notice of a team member's resignation, the Company reserves the right to choose to release the team member immediately or at some date prior to the team member's requested or designated last day of work, rather than waiting for the end of the notice period.

Termination of Employment

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

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

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

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

I also acknowledge and agree that **Chick-fil-A at Gilbert Gateway** reserves the right to revise, amend, modify, delete and/or add to the provisions of the Handbook at any time.

I also acknowledge and understand that no oral statements or representations can change the provisions of this 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.

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 this Handbook. I understand that I may be held responsible for negligent or purposeful losses in violation of that policy, and I hereby authorize Chick-fil-A Gilbert Gateway to withhold from my paycheck the amount of any such losses under this Policy to the extent allowed by applicable law.

Team Member Name (Print)

Team Member Signature

Date

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

By signing below, I acknowledge that I have received, read and understand the Civility, Equal Employment Opportunity & Non-Harassment Policy contained in the Company's Handbook. 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

**TELEPHONE, ELECTRONIC COMMUNICATIONS SYSTEMS
AND SOCIAL MEDIA**

By signing below, I acknowledge that I have received a copy of the Team Member Telephone and Electronic Communications Systems and Social Media Policies for **Chick-fil-A at Gilbert Gateway (“Company”)**, and I understand that these policies are applicable to my employment. I have read these policies carefully, and understand that I am expected to abide by the rules set forth in these policies.

I understand that the Company provides electronic communication systems, including electronic mail (“e-mail”) or voice mail for use in its business. I understand and acknowledge that the Company’s electronic communication systems are for business use only.

I understand and acknowledge that the Company intends to monitor its electronic communication systems for a number of purposes, including but not limited to providing those systems, maintaining and repairing those systems, preventing abuse of those systems, protecting Company’s rights in those systems, assuring quality work performance, monitoring employee productivity and investigating workplace misconduct. As a condition of my being given access to Company’s electronic communication systems, I hereby expressly consent that, during my employment by Company or thereafter, Company may intercept, access, monitor, retrieve, read, disclose, and use both transactional information regarding and the content of any communication via its electronic communication systems from or to me. I understand, acknowledge, and consent that such actions may be taken by Company despite the existence of system features that give the appearance of privacy, including but not limited to personal passwords and the ability to delete communications. My signature on this document indicates my express consent to the foregoing within the meaning of the Federal Wiretap Act, as amended by the Electronic Communications Privacy Act of 1986, 18 U.S.C. § § 2510 *et seq.*, and Arizona law, A.R.S. §§ 13-3001 *et seq.*

Team Member Name (Print)

Team Member Signature

Date

ATTENDANCE AND PUNCTUALITY

Team members are expected to report to work as scheduled, on time and prepared to start work. **Late arrival, early departure or other deviations from scheduled hours are disruptive and must be avoided and can result in disciplinary action, up to and including termination.** If you arrive after your scheduled time, you must notify the Operator or the **manager on duty** immediately. Team members also are expected to remain at work for their entire work schedule, unless released early by the Operator or **manager on duty**. If you will be late for your shift, you are required to call the store phone and inform any leadership on duty.

If, for any reason, you are unable to report for work on a scheduled workday, **you must call the manager on duty at least two hours**, 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. **It is also your responsibility to cover the shift if you will not be able to come in at all.** Similarly, if you need to leave work early for any reason, you must first obtain the permission of your immediate supervisor or the Operator. **Failure to notify your supervisor of any anticipated or unanticipated absence, the need to leave work early, or delay in reporting for work may be grounds for disciplinary action, up to and including termination,** except as may be provided by applicable law.

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

Time Recording

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

- You must clock in on the cash register timekeeping system at the beginning of your shift. Clocking in means you are ready to work. Personal items should be put away, hands should be washed and ready to work. **Do not clock in until these things are done.**
- You must clock out on the cash register timekeeping system at the end of your shift.
- Your timecard must show the hours that you actually worked **(to include paid breaks pursuant to our policy)**. **Do not work "off the clock."** This means that team members may not perform any work at any time when not clocked-in to work.
- You must record your own work hours. Do not clock in or out for another team member.
- If you are 2 minutes late for work it is considered **LATE** and will result in disciplinary action, up to and including termination.
- If you believe that you need to begin work early (prior to the start of your scheduled shift), or stay late (after the time your shift is scheduled to end), you must obtain approval of the **manager on duty**. You should obtain this approval **before** you perform any work during any time in which you are not scheduled to work.
- Notify the Operator or the **manager on duty** immediately of any timekeeping error, any error on our timekeeping system, or any error on your paycheck, so that we can look into the matter and make any necessary corrections promptly.
- **Text messaging is not an appropriate form of communication.** This includes calling out, covering your shift and if you will be late for your shift. You must always call the store phone and speak to a Manager.
- **Violation of time keeping can result in disciplinary action, up to and including termination.**

Team Member Name (Print)

Team Member Signature

Date