



**THE CABOOSE RESTAURANTS**  
**EMPLOYEE HANDBOOK**  
**AUGUST 2017**

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## INTRODUCTION

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Welcome to your employment with THE CABOOSE RESTAURANTS, which we will collectively refer to herein as “We” or the “Company,” unless otherwise noted. We are pleased to provide you with a copy of the Employee Handbook (“Handbook”) so you have a clear understanding of the Company’s policies and expectations. This Handbook supersedes and replaces any prior Company Handbooks. It is important to understand that this Handbook is not intended to cover every employment situation or policy, so if you have any questions concerning the policies or benefits outlined herein, please ask your supervisor or manager about them.

The information contained in this Handbook applies to all employees of the Company, and compliance with the policies included herein is a condition of your continued employment; provided, however, that nothing in this Handbook alters your status as an at-will employee. The contents of this Handbook shall not constitute nor be construed as a promise of employment or as a contract between the Company and any of its employees, and a contract of employment can only be created if done so in writing by an authorized officer of the Company.

All Company policies, practices, procedures, and benefits, whether or not described in this Handbook, may be changed, modified, or discontinued by the Company, in its sole discretion, at any time.

You are responsible for reading, understanding, and complying with the provisions of this Handbook.

Welcome to our Team—we look forward to great success working together!

# **1. GENERAL EMPLOYMENT POLICIES**

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## **1.1 AT-WILL EMPLOYMENT**

We hope that you will have a long and rewarding career with the Company. All employees are employed at-will, and this Handbook does not create a contract of employment. Unless you have an individual written employment agreement for a definite period of time that is signed by you and an authorized Company representative, your employment may be terminated by you or the Company at any time, for any reason not prohibited by law, with or without cause and with or without notice. Absent such an agreement, the only contract of employment between you and the Company is the agreement that your employment is at-will.

## **1.2 OPEN DOOR POLICY**

The Company is committed to providing the best possible working conditions for its employees, and supervisors and employees are expected to treat one another professionally and respectfully. When misunderstandings or conflicts arise, it is important that all parties involved attempt in good faith to resolve the matter before it develops further. When a conflict exists and cannot be resolved directly between the parties involved, employees are required to follow the steps below:

### ***Step One***

Discuss the problem with your supervisor.

### ***Step Two***

If the problem is not resolved after discussion with your supervisor, or if you feel a discussion with your supervisor or manager is inappropriate, you are required to request a meeting with a representative of the Human Resources Department at (806)-794-4025.

The Company cannot guarantee any specific outcome, but will not tolerate any form of retaliation against employees availing themselves of this procedure. This policy does not prevent or limit the ability of the Company to take corrective action against any individual, up to and including termination, in circumstances such as those involving problems of overall performance, conduct, attitude or demeanor.

## **1.3 EQUAL EMPLOYMENT OPPORTUNITY**

The Company is an Equal Opportunity Employer and is committed to recruiting and retaining the best qualified employees who demonstrate the ability to perform competently and work well with others. Discrimination based on race, color, religion, sex, pregnancy, age, national origin, citizenship status, veteran status, physical or mental disability, genetic information, or any other basis protected by law is prohibited by law and this policy. This policy governs all aspect of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training and applies to all employment decisions,

including hiring, promotion, discharge, and other matters affecting terms and conditions of employment.

#### **1.4 IMMIGRATION LAW COMPLIANCE**

The Company complies with the Immigration Reform and Control Act of 1986 and any applicable state law. The Company does not unlawfully discriminate on the basis of citizenship or national origin. All new employees, as a condition of employment, must complete the Employment Eligibility and Verification Form I-9 and provide documentation that establishes their identity and eligibility for employment. Eligibility must be verified within three (3) days of employment. Former employees who are rehired must also complete the Form I-9 if they have not completed it with the Company within the past three (3) years, or if their previous I-9 is no longer valid. An employee may raise questions or complaints about immigration law or compliance without fear of unlawful retaliation.

#### **1.5 REASONABLE ACCOMMODATIONS**

##### ***Americans with Disabilities Act***

The Company is committed to complying fully with the Americans with Disabilities Act (“ADA”) and the Americans with Disabilities Act Amendments Act of 2008 (“ADAAA”), state, and local laws, as well as ensuring equal opportunity for qualified persons with disabilities as it relates to the Company’s employment practices. The Company engages in the interactive process and attempts to provide reasonable accommodations to qualified individuals with a disability who are employees or applicants for employment as defined by the ADA and the ADAAA, provided that such accommodation does not constitute an undue hardship to the Company or present a direct threat to the employee or others. Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should direct their questions to Human Resources at (806)-794-4025 to begin the interactive process.

##### ***Religious Accommodations***

The Company is committed to complying fully with Title VII of the Civil Rights Act of 1964, as amended, to include the sincerely-held religious beliefs, observances, and practices of all employees as it relates to the Company’s employment practices. The Company will make reasonable efforts to accommodate an employee’s sincerely-held religious beliefs, observances, and practices if such accommodation is available and does not constitute an undue hardship to the Company. Employees should direct questions about religious accommodations to Human Resources at (806)-794-4025.

##### ***Pregnancy Accommodations***

To the extent required by law, the Company is committed to providing accommodations to expectant mothers. Employees should direct questions about pregnancy accommodations to Human Resources at (806)-794-4025.

## **1.6 PROHIBITION AGAINST DISCRIMINATION, HARASSMENT, AND RETALIATION**

The Company prohibits unlawful discrimination, harassment, retaliation, and other forms of illegal or unethical conduct by any employee against any other employee, customer, vendor, or other third party. This policy sets forth examples of the types of conduct prohibited by our policies, as well as procedures for handling questions or complaints.

### ***Prohibited Conduct***

The Company prohibits any harassing or discriminating conduct because of race, color, religion, sex, pregnancy, age, national origin, disability, veteran status, protected activity (such as opposition to prohibited discrimination), or any other basis prohibited by local, state, or federal law. Sexual and other forms of harassment come in many forms and can be directed against males or females. The Company expects all employees to act professionally at all times, and to use the complaint procedure detailed below if he or she believes that inappropriate conduct has occurred at the Company.

Prohibited conduct includes, but is not limited to, the following:

- ▶ derogatory or abusive statements, comments, slurs, or gestures based on an individual's protected characteristics;
- ▶ mocking, ridiculing, or mimicking another's culture, accent, appearance, or customs;
- ▶ epithets, slurs, or negative stereotyping based on any protected category;
- ▶ posting or circulating written or graphic material that denigrates or shows hostility or aversion toward an individual or group, based on a protected characteristic, that is placed on walls, bulletin boards, or elsewhere on Company premises or circulated in the workplace;
- ▶ the use of sexually suggestive language and other behavior, such as groping, patting, pinching, or rubbing;
- ▶ conduct that interferes with job performance or creates an offensive or intimidating work environment;
- ▶ unwelcome flirtation, requests for sexual favors, sexual advances or propositions, requests for "dates," and other verbal or physical conduct of a sexual nature;
- ▶ the display of sexually suggestive or sexually explicit pictures (including cell phone pictures), greeting cards, books, drawings, photographs, magazines, websites, cartoons, or objects; and/or
- ▶ implying, by words or actions, that an employee must tolerate or submit to sexual advances, or offensive, inappropriate, or abusive conduct.

Further, the Company is committed to the highest regard for law and ethics. Illegal or unethical conduct of any type is prohibited. If you believe that anyone has asked or instructed

you to commit an illegal or unethical act, or if you believe you are being retaliated against for refusing to do so, you are required to report this **immediately**. The Company prohibits any employee from engaging in any illegal or unethical conduct, or asking or instructing another to do so. Further, if any customer or vendor engages in illegal or unethical activity, or asks you to do so, you must also report it **immediately**.

### ***Retaliation Prohibited***

The Company prohibits retaliation against anyone who makes a good faith complaint or report under this policy, participates in an investigation of a complaint under this policy, or who otherwise acts to enforce or uphold this policy. If an employee believes he or she is being retaliated against in violation of this policy, the employee is required to report it **immediately**.

### ***Reporting Policy Violations***

If you believe you have been subject to or are otherwise aware of any conduct you believe violates this policy, whether involving fellow employees, customers, or vendors, you are required to **immediately** report the matter, even if you are not the recipient or target of the conduct, and even if you are unsure whether the conduct would violate this policy. Further, you **must** report all incidents of discrimination, harassment, retaliation, illegal, or unethical conduct directed at you or another person, regardless of the offender's identity or position.

The report of suspected violations should be directed to Human Resources at (806)-794-4025. At a minimum, your report must identify the details of the complaint, the date of the incident(s) at issue, the names of the persons involved, your name, and the names of any witnesses.

You are not required to report an alleged violation to the alleged harasser, but this does not excuse you from otherwise making a report to management.

### ***The Investigation***

The Company will promptly investigate all complaints, including interviewing the complainant and the alleged harasser where possible. An employee may be suspended, with or without pay, pending the results of the investigation. The investigation may include interviews with employees and others who may have relevant information. All employees are expected to cooperate fully and truthfully and provide all relevant information concerning the investigation. Failure to cooperate fully with an internal investigation may result in disciplinary action, up to and including discharge from employment. Knowingly making false allegations is a serious act of misconduct subject to corrective action, including termination.

The Company will maintain confidentiality of the complaint, the investigation, and the result to the extent permitted by law. Where possible, the complaining party and any accused person will be given a full opportunity to present their views and will be advised of the results of the investigation.

If the investigation supports the complaint, the Company will take appropriate disciplinary action, up to and including termination. The goal of any disciplinary action taken will be to stop the inappropriate conduct and avoid its repetition. The discipline may vary

depending on the severity of the inappropriate conduct, the employment history of the accused employee, and any prior complaints of similar inappropriate conduct. Appropriate disciplinary measures may include, but are not limited to, suspension, counseling, transfer, demotion, or discharge. Regardless of the outcome of the investigation, the Company will not tolerate any retaliation against any employee for participating in the investigation of, or making an allegation of, discrimination, harassment and/or retaliation.

## **1.7 EMPLOYEE CLASSIFICATIONS**

The Company may employ different types of employees, including those who are exempt and non-exempt. Full-time employees work thirty (30) or more hours per week. Part-time employees work less than thirty (30) hours per week. “Exempt” employees are those who meet specific criteria established by the Fair Labor Standards Act (“FLSA”) and who are exempt from the overtime pay requirements. The Company reserves the right to require salaried employees to clock in and out. With respect to exempt employees, the Company only makes payroll deductions that are authorized by federal or state law, and expressly prohibits improper deductions. If an exempt employee believes that improper deductions have been made to his or her pay, the employee must report this impropriety to management or ownership. If such deduction is found to be improper, the deducted amount will be reimbursed to the employee on the following check.

“Non-exempt” employees are those who do not meet the FLSA’s requirements for exempt employees, and who are entitled to overtime pay at the rate of one and one-half times their regular rate for all hours worked in excess of forty (40) in a work week.

## **1.8 SCHEDULES AND SCHEDULE CHANGES**

Management posts schedules in advance, and you are responsible for the weekly work schedule your manager assigns to you. Since the schedule is subject to change, it is essential that you keep yourself informed of the hours you are scheduled to work. In the event you are unable to cover your assigned shift, you are required to immediately notify your manager and make a good faith effort to find coverage. Any shift swap must be approved in advance by your manager.

## **1.9 TEAM MEETINGS**

When necessary, management will hold pre- or post-shift meetings. Attendance at these meetings is mandatory.

## **1.10 PERSONNEL FILES**

The Company maintains a personnel file on each employee. The personnel file includes information such as the employee's job application, resume, records of training, and other employment records. It is important to you and to the Company that your personnel records be correct and up-to-date. It is your responsibility to notify the Company of any changes in your name, address, e-mail address, telephone number, marital status, social security number, number of dependents, and emergency contact information. It is also important for the Company to have

your current telephone number and e-mail address so you can be advised of unusual operating schedules or events. This information is strictly for internal use only.

Personnel files are the property of the Company and access to the information they contain is restricted. Generally, only supervisors and management personnel of the Company who have a legitimate reason to review information in a file are allowed to do so.

Employees who wish to review their own file should contact Human Resources at (806)-794-4025. With reasonable advance notice, employees may review their own personnel files in the Company's offices and in the presence of an individual appointed by the Company to maintain the files. If, after examining your personnel record, you believe it contains inaccurate information, you must advise your supervisor, in writing, of any perceived inaccuracy within forty-eight (48) hours after you have reviewed your file. An appropriate member of management will review any such matters and determine whether any corrections are appropriate.

### **1.11 INCLEMENT WEATHER/EMERGENCY CLOSINGS**

At times, emergencies such as severe weather, fires, or power failures can disrupt the Company's operations. The decision to close any restaurant will be made by the manager on duty. When the decision is made to close any restaurant, employees will be notified by the manager on duty. Time off from scheduled work due to emergency closings will be unpaid for all non-exempt employees.

### **1.12 OUTSIDE EMPLOYMENT**

Employees may hold outside jobs in non-related businesses or professions as long as the employee meets the performance standards of the employee's job description with the Company. Unless an alternative work schedule has been approved by the Company, employees will be subject to the Company's scheduling demands, regardless of any existing outside work assignments. Employees are not permitted to use the Company's supplies, work space, or other materials when engaged in outside employment.

### **1.13 PARKING**

Parking is permitted in the designated areas only. For safety reasons, employees are required to use the front entrance when entering or leaving the building, unless they are scheduled to open, in which case they are permitted to use the back entrance.

### **1.14 VIOLENCE IN THE WORKPLACE**

The Company promotes a safe environment and prohibits violence against employees, customers, vendors, and the general public, and is committed to providing a safe and healthy work environment for its employees, customers, visitors, and vendors. Threats, threatening behavior, or acts of violence against and by anyone on Company property will not be tolerated. Violations of this policy may lead to disciplinary action, which could include dismissal, arrest, and prosecution, or all of the foregoing. You are required to immediately report any potential or actual acts of violence to your supervisor or management.

### **1.15 FIREARMS AND WEAPONS**

The Company prohibits firearms and weapons in the workplace and in any Company vehicles used by employees. In accordance with Texas law, employees may store firearms and/or ammunition in their locked, privately-owned vehicles in the parking lot, parking garage, or other parking area for use by Company employees. This policy does not permit the possession of a firearm on any property where possession would be in violation of federal or state law.

### **1.16 SAFETY AND REPORTING UNSAFE CONDITIONS**

Every employee is responsible for safety and safety precautions. In order to prevent injury to yourself, customers, and other employees, employees are to observe the following guidelines:

- ▶ avoid accidents by eliminating hazards;
- ▶ immediately report any unsafe conditions to the manager on duty;
- ▶ keep informed about fire prevention and your duties in case of a fire;
- ▶ report all on-the-job accidents and/or injuries to your supervisor immediately;
- ▶ notify your immediate supervisor if you observe equipment, items, or areas that are in need of cleaning or repair;
- ▶ treat the restaurant facilities and grounds as if they were your own;
- ▶ when in doubt – ASK;
- ▶ proper lifting techniques are to be exercised when moving supplies or equipment. Employees should lift with a straight back. Do not turn while lifting. Any item weighing more than 35 lbs should be moved or lifted by two or more people;
- ▶ all employees must wear closed-toe, anti-slip shoes while working in the restaurant or kitchen;
- ▶ spills must be SWEPT, MOPPED, and TOWEL DRIED IMMEDIATELY and a wet floor sign placed at the spill site;
- ▶ supplies and equipment should be properly stored and secured; and
- ▶ employees should be alert to the entry of unauthorized persons. Persons who appear to be loitering in the building or grounds should be politely asked if they need assistance or directions. If they appear to have no legitimate business, contact the manager on duty or your supervisor immediately.

Failure to obey safety guidelines may be grounds for discipline, up to and including

immediate termination of employment.

### **1.17 REPORTING ACCIDENTS AND INJURIES**

The Company is a subscriber to workers' compensation insurance in the State of Texas. The purpose of this insurance is to provide payment for medical care and compensation for on-the-job injuries and certain job-related illnesses. An employee who suffers any on-the-job injury accident, injury, or illness must report it **immediately** to the employee's supervisor, and an incident report must be filled out, signed by the employee and any witnesses, and given to the supervisor. An employee may be required to seek medical attention immediately following the accident, injury, or illness, and must be treated at the Company's preferred medical care facility. For minor injuries, employees must be treated at Lakeridge Primary Health Center; for more serious injuries, employees must be treated at the University Medical Center Emergency Room. An employee involved in a workplace accident, injury, and/or illness may be required to take a drug test. Failure to comply with this policy may result in disciplinary action, up to and including termination of employment. Failure to seek treatment at the locations designated in this policy may result in your personal responsibility for any medical bills you may incur.

### **1.18 MEDICAL EMERGENCIES**

In the event of an injury that you believe is serious or life-threatening call 911 for help and immediately advise your supervisor or manager.

### **1.19 SURVEILLANCE AND INSPECTION OF PROPERTY**

The Company uses video surveillance in all work areas of its restaurants for safety and other reasons. All property furnished to you by the Company (office, vehicle, desk, computer, locker and/or storage area, etc.) remains the sole property of the Company and is subject to inspection and/or search by the Company at any time, for any reason and without further notice. The Company may also search and/or inspect any person or personal property belonging to you (vehicle, purse, briefcase, etc.) on Company premises. If you want to avoid inspection of any articles, materials or other belongings, do not bring them on Company premises or store them in or on Company property. When you sign the Handbook Acknowledgment form, you are knowingly and voluntarily consenting to surveillance and search by the Company.

### **1.20 PERSONAL BELONGINGS**

Employees are to bring into the restaurant only the items absolutely necessary to complete their shift. The Company does not permit employees to store purses or backpacks behind the bar or in the bar areas. All other personal belongings should be left in a vehicle or at home. Management will show you the designated area for storing personal belongings, for which you are responsible. The Company is not responsible for employee property in the restaurant that may be lost, stolen, or misplaced.

### **1.21 CRIME AND ROBBERY**

If you are ever involved in a robbery, do not resist. Your safety, and that of your fellow employees and our guests, is our highest priority. Always cooperate fully and call 911 as soon as it is safe to do so.

## **2. ATTENDANCE, TIMEKEEPING, AND COMPENSATION**

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### **2.1 ATTENDANCE/PUNCTUALITY**

Absenteeism and tardiness places a burden on other employees and on the Company, and for this reason, the Company expects you to be at work on time and as scheduled.

If you are unable to report for work for any reason, you must notify your supervisor as soon before your scheduled start time as possible and provide a reason. You are responsible for speaking directly with your supervisor about your absence. It is not acceptable to leave a message on a supervisor's voice mail, except in extreme emergencies. In the case of leaving a voice mail message, a follow-up call must be made later that day.

An employee who misses more than two (2) consecutive days of work for illness or injury is required to provide a doctor's note substantiating the absences. If you must leave a shift early, you are required to obtain authorization from a supervisor, although nothing in this policy is intended to interfere with an employee's rights under Section 7 of the National Labor Relations Act. Excessive, unexcused absenteeism may be grounds for immediate termination of employment. The Company shall, in accordance with applicable law, make any necessary exceptions to this policy to comply with any applicable laws.

Employees are expected to arrive to work fifteen (15) minutes before their shift begins and are paid for any time they are required to be on work premises (such as for mandatory meetings). In the event that you are not needed at the time of your arrival, you will be given a specific time to return to work.

### **2.2 EMPLOYEE BREAKS**

Although the Company is not required to provide breaks for employees, breaks may be granted at the discretion of the manager on duty. For any break *less than* thirty (30) minutes, employees must stay clocked in and notify the manager on duty. For any break *over* thirty (30) minutes, employees will take an unpaid break where no work should be performed. All smoke breaks, dinner breaks, or rest periods are permitted in designated areas only and with prior management approval. The Company shall, in accordance with applicable law, make any necessary exceptions to this policy to comply with its disability, religious, and pregnancy accommodation policies.

### **2.3 RECORDING TIME**

The Company expects and requires all non-exempt employees to accurately and timely record all hours worked. Non-exempt employees must clock in and out at the beginning and end of the shift; for healthcare provider appointments; and for personal breaks, (other than as directed in Section 2.2) meetings, appointments, etc. If you are unsure about whether you need to clock in or clock out, please consult your manager or supervisor. Frequently forgetting or otherwise losing clock-in and/or out times may lead to disciplinary action, up to and including termination of employment.

Altering, falsifying, and/or tampering with time records, clocking in or out for another employee, and/or recording time on another employee's time record, will result in disciplinary action, up to and including termination of employment. Authorized personnel will review time records daily. Any changes to an employee's time record must be approved by management. Questions regarding the timekeeping system or time cards should be directed to Human Resources at (806)-794-4025.

Working "off the clock" is against the law and is a violation of Company policy. If you have been instructed to work off the clock by anyone, or instructed not to accurately record all time worked by anyone, you must **immediately** report this matter to (806)-794-4025.

### **2.4 OVERTIME**

Sometimes it is necessary to work additional hours to fulfill our guests' expectations. The Company shall pay overtime, at a rate of one and one-half times the regular rate, to non-exempt employees who work more than forty (40) hours in a work week. Employees shall not work overtime without the express and prior approval of management. Employees understand they are required by law and by Company policy to accurately record all hours worked, including unauthorized overtime. Any employee who works unauthorized overtime shall be paid for the time worked, but shall be subject to disciplinary action, up to and including termination from employment, for failing to secure prior approval from management.

If you believe your paycheck is inaccurate, or reflects improper deductions, you must **immediately** report the issue to Human Resources at (806)-794-4025. Such reports will be investigated, and where necessary, corrected.

### **2.5 PAY PERIODS**

The Company work week begins on Monday at 6:00 a.m. and ends on the following Monday at 5:59 a.m., and employees are paid bi-weekly on Thursdays after 2:00 p.m. In the event that a regularly scheduled payday falls on a weekend or holiday, employees will receive their pay on the next day of operation.

If a regular payday falls during an employee's vacation, the employee's paycheck will be available upon the employee's return from vacation.

If the employee is not at work when paychecks are distributed and/or is unable to pick up the employee's paycheck on payday, the employee will need to see the manager on duty.

Paychecks will not, under any circumstances, be given to any person other than the employee without a prior, written, and dated authorization by the employee. The Company may mail paychecks to the employee at his or her address on file upon request by the employee.

## **2.6 PAYROLL DEDUCTION AUTHORIZATION**

All employees will be required to execute and return a "Payroll Deduction Authorization Form."

## **2.7 TIP REPORTING**

The law (and Company policy) requires you to report to the Company all of the tips you receive. You are required to report your tips through the POS computer system when you clock out, and to turn the information in to your manager. Failure to accurately report your tips may result in issues with the Internal Revenue Service, and may also result in disciplinary action up to and including termination of employment.

## **2.8 TIP CREDIT NOTICE**

In accordance with the U.S. Department of Labor's tip notice regulations, the purpose of this Notice is to advise employees that the Company will use the tip credit for servers and cocktail employees. You are advised that:

- ▶ the amount of the cash wage to be paid to you will be \$2.13 per hour;
- ▶ assuming you have received a sufficient amount of tips to cover the tip credit, the amount of your tips per hour to be credited as wages will be \$5.12;
- ▶ the tip credit claimed by the Company cannot exceed the amount of tips actually received by you;
- ▶ you have the right to retain all the tips you receive, except for a valid tip pooling arrangement limited to employees who customarily and regularly receive tips;
- ▶ if applicable, your required tip-pool contribution or percentage is 2.5%. The tip credit being taken is only on the amount you actually receive, and your tips will otherwise not be retained except for your contribution to the tip pool; and
- ▶ the tip credit shall not apply to any tipped employee unless the employee has been informed of these tip credit provisions.

Employees with questions about this Notice should contact Human Resources at (806) 794-4025.

## **2.9 COMPENSATION POLICY**

A number of factors may influence your rate of pay, including, but not limited to:

- ▶ training and experience required for the position;
- ▶ attitude, cooperativeness, loyalty and dedication;
- ▶ attendance, punctuality, and length of service;
- ▶ initiative;
- ▶ performance (quality and quantity of work);
- ▶ ability to follow and carry out instructions; and
- ▶ customer satisfaction.

Promotional increases occur when an employee advances to a position of greater responsibility, and are effective on the date that the employee starts the new position.

## **2.10 GARNISHMENTS**

The Company will comply with any and all valid wage garnishments, child support orders, or similar claims against an employee's wages, and the Company will only terminate the garnishment upon verified notification from a court or the garnishor.

# **3. STANDARDS OF CONDUCT**

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## **3.1 CODE OF CONDUCT**

The Company is committed to maintaining a pleasant and rewarding employment experience for all employees. The purpose of this Code of Conduct is to help you understand the conduct expected of you, as well as conduct that is inappropriate in our work environment. It is not intended to be all-inclusive; rather, it is intended to provide guidance. More specifically, the Company expects all employees to:

- ▶ provide outstanding customer service and a great experience to our customers;
- ▶ comply with this Handbook and all Company policies, procedures, and directives including, without limitation, the Discrimination, Harassment, and Retaliation policy, operations policies, and all other policies, procedures, and practices;
- ▶ maintain the confidentiality of the Company's confidential information, such as recipes and business expansion strategies;
- ▶ comply with all safety practices, policies, and procedures;

- ▶ comply with all food safety practices, policies, and procedures mandated by the city, county, state, and federal jurisdictions;
- ▶ immediately report workplace injuries to your immediate supervisor or manager;
- ▶ accurately record all time worked, not tamper with or change time entries without prior written approval from management, and not clock in or out for other employees;
- ▶ engage in the open door process to resolve any issues you may have;
- ▶ maintain the quality and integrity of the food and beverages we serve and the outstanding service we provide; and/or
- ▶ refrain from horseplay, practical jokes, and fighting in the workplace.

Misconduct may include, but is not necessarily limited to, the following:

- ▶ theft or unauthorized removal or possession of monies or property of the Company's employees, customers, vendors, or others;
- ▶ using profanity;
- ▶ failing to accurately clock in and out;
- ▶ failing to report and any all tips received;
- ▶ failing to accurately report all time worked;
- ▶ falsifying or otherwise misrepresenting information contained in Company records, including employment applications, payroll records, reports regarding absences, expense reports, claims regarding workplace injuries, POS entries, time records (including clocking in or out for another employee), and any other records;
- ▶ failing or otherwise refusing to cooperate in any workplace investigation;
- ▶ failing to properly record sales;
- ▶ failing to adhere to the Company's cash, credit and debit, and handling procedures and policies;
- ▶ failing to record or place destroyed food items in the designated area;
- ▶ making intentional misrepresentations of fact during any investigation;
- ▶ sleeping on the job;
- ▶ smoking or eating in food serving and preparation areas and/or other non-designated areas;
- ▶ possessing, using, distributing, or reporting to work under the influence of illegal drugs, or reporting to work under the influence of alcohol;
- ▶ creating, maintaining, and/or failing to report an unsafe work environment, including fighting;

- ▶ engaging in or threatening to engage in violence towards any employee, customer, vendor, or other person;
- ▶ tampering with any food or beverages;
- ▶ failing to pay for your own meals and/or beverages;
- ▶ willful destruction, damage, theft, or defacing of Company, employee, customer, or vendor property or equipment;
- ▶ improperly manipulating the POS System or any other software used by the Company;
- ▶ excessive, *unexcused* absenteeism;
- ▶ chewing gum or chewing tobacco while working, unless required for medical reasons;
- ▶ stalking, or physically or verbally threatening language/behavior toward anyone;
- ▶ changing/trading shifts with other employees without your immediate supervisor's or manager's approval;
- ▶ bringing obscene or pornographic materials on to Company premises, intentionally viewing pornographic Internet sites or downloading pornographic materials from the Internet while on Company premises, e-mailing obscene or pornographic messages and/or attachments, or downloading otherwise harmful materials (such as viruses or malware) onto Company computers;
- ▶ credit card or debit card theft or abuse, including any form of identity theft;
- ▶ conducting personal business during work time (excluding break time), including studying for school;
- ▶ failing, without a reasonable excuse, to attend mandatory work meetings;
- ▶ substandard job performance as determined solely by the Company;
- ▶ failing to comply with health and safety regulations or directions, including failing to follow safety and sanitation rules and standards;
- ▶ intentionally misrepresenting any leave, health, or return-to-work status;
- ▶ failing to give adequate notice to your immediate supervisor or manager of absence from work;
- ▶ leaving the office and/or restaurant doors unlocked after closing; giving away food without paying for it; and/or
- ▶ talking on cell phones or texting that is unrelated to Company business during work time, except in emergencies.

Failure to adhere to the Code of Conduct may result in disciplinary action, up to and including termination of employment. The Company may, in its sole discretion, suspend anyone,

with or without pay, for up to thirty (30) days pending resolution of any claims of misconduct or policy violations. If anyone who is suspended without pay is restored to employment, the Company may choose, at its sole discretion, to reinstate with or without reimbursement for lost wages. If a suspended employee is terminated as a result of the matter that initiated the suspension, and if the suspension was without pay, there will be no reimbursement of lost wages. Nothing in this policy is intended to restrict an employee's rights under Section 7 of the National Labor Relations Act.

### **3.2 CONFIDENTIAL INFORMATION AND TRADE SECRETS**

In the course of performing your job duties, you may have access to confidential information belonging to the Company for use in performing those job duties. The protection of confidential information and trade secrets is vital to the interests and success of the Company. Such confidential information and trade secrets may include, but are not limited to, recipes, financial information, pricing, marketing and sales plans and strategies, pending projects and proposals, proprietary production processes, and budgets ("Confidential Information"). All employees are expected to maintain the confidentiality of Confidential Information, and any employee who improperly uses or discloses Confidential Information will be subject to disciplinary action, including termination of employment, as well as potential legal action.

Employees are all prohibited from using Confidential Information for their own benefit or the benefit of other individuals or entities, and from disclosing Confidential Information to other employees who do not have a need to know the Confidential Information or other individuals or entities. This specifically includes, but is not limited to, Company's competitors. Using, taking, or disclosing Confidential Information in violation of this policy will cause irreparable harm to the Company and an employee who violates this policy is subject to disciplinary action, up to and including termination. Additionally, the Company may pursue all legal remedies against any current or former employee who violates this policy.

### **3.3 TOBACCO PRODUCTS**

Employees must receive manager approval before using any tobacco products, including chew, vapor or electronic cigarettes, in designated areas in the sports bar or in designated areas on the back porch patio.

### **3.4 TELEPHONE, CELL AND SMART PHONE USE**

Personal use of the Company's telephones during your work time is discouraged except for in emergencies. All personal telephone calls you make on the Company's telephones during your work time should be kept brief to avoid congestion on the telephone lines. The use of personal cell and smart phones during work time is permitted only in the designated, cell-phone friendly areas. Employees are required to wash their hands after cell phone use and before handling food or serving customers. Violation of this policy may lead to disciplinary action, up to and including termination of employment.

### **3.5 DRUG FREE WORKPLACE**

This policy applies to all employees. The Company acknowledges the problem of substance abuse (including alcohol abuse) in our society which infiltrates the workplace. The Company views substance abuse as a serious threat to our employees, customers, the general public, and the overall success of our business. The purpose of this policy is to ensure a drug-free workplace and to balance our respect for individual privacy with our need to maintain a safe, productive, drug-free work environment. Our intention is to prevent and discourage substance abuse.

The Company understands employees and applicants under a physician's care may be required to use prescription drugs, such as those prescribed drugs and over-the-counter drugs which have been legally obtained and are being used solely for the purpose for which and by the person for whom they were prescribed or manufactured; however, unlawful work-related abuse of prescribed medications will be dealt with in the same manner as the work-related abuse of Illegal Substances, and are defined as any drug: (1) which is not legally obtainable; (2) which may be legally obtainable, but has not been legally obtained; or (3) which is being used by a person in a manner or for a purpose other than as prescribed. This includes inhalants, K2, bath salts, cheese, spice, and any other synthetic substance designed to mimic the effects of any illegal substance.

The Company will not discriminate against applicants, post-job offer, pre-employment individuals, or employees because of past abuse of drugs or alcohol. It is the current abuse of drugs or alcohol which prevents or inhibits any employee from properly performing his or her job that the Company will not tolerate.

Employees who are convicted of illegal drug-related violations under state or federal law, or who plead guilty or no contest to such charges which may impact their performance in the workplace, must inform the Company within five (5) days of such conviction or plea. Failure to do so will result in disciplinary action, including termination from employment for a first offense.

Any employee reporting for work visibly impaired and/or who is unable to properly perform required duties will not be allowed to work. If, in management's opinion, the employee is considered impaired, he or she should be sent home by taxi or other safe transportation alternative, depending on the severity of the observed impairment, and accompanied by another employee, if necessary. An impaired employee should not be allowed to drive.

Any employee who brings onto the Company's premises or property, has possession of, is under the influence of, or possesses in the employee's body, blood, or urine in any detectable amount, or uses, consumes, transfers, sells, or attempts to sell or transfer any form of Illegal Substances, as defined above, while on Company business or at any time during the hours between the beginning and ending of the employee's work day, and whether engaged on Company business, on Company property or not, is subject to discipline, including discharge or suspension without pay from employment, even for the first offense. Failure to submit to any required medical or physical examinations or tests constitutes misconduct and may result in discharge or suspension without pay from employment.

An employee who is under the influence of alcoholic beverages at any time while engaged to perform Company business is subject to discipline, including discharge or suspension without pay from employment, even for the first offense. An employee shall be determined to be under the influence of alcohol if: (a) the employee's normal faculties are impaired due to consumption of alcohol; or (b) the employee has a blood alcohol level of .05 or higher.

### **3.6 DRUG TESTING**

The Company may conduct drug and/or alcohol testing under any of the following circumstances:

- ▶ ***Random Testing:*** Employees may be selected at random for drug and/or alcohol testing at any interval determined by the Company.
- ▶ ***For-Cause Testing:*** The Company may ask an employee to submit to a drug and/or alcohol test at any time it feels the employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances: (1) evidence of drugs or alcohol on or about the employee's person or in the employee's vicinity; (2) unusual conduct on the employee's part that suggests impairment or influence of drugs or alcohol; (3) negative performance patterns; and/or (4) excessive and unexplained absenteeism or tardiness.
- ▶ ***Post-Accident Testing:*** Any employee involved in an on-the-job accident or injury under circumstances that suggest possible use or influence of drugs or alcohol in the accident or injury event may be asked to submit to a drug and/or alcohol test. "Involved in an on-the-job accident or injury" means not only the one who was or could have been injured, but also any employee who potentially contributed to the accident or injury event in any way.

If an employee is tested for drugs or alcohol outside of the employment context and the results indicate a violation of this policy, or if an employee refuses a request to submit to testing under this policy, the employee may be subject to appropriate disciplinary action, up to and including termination. In such a case, the employee will be given an opportunity to explain the circumstances prior to any final employment action becoming effective.

All employees agree to release, hold harmless, and indemnify the Company with respect to any claims, causes of action and liabilities, of any and every kind or nature whatsoever, arising in any manner, directly or indirectly, out of or in connection with any drug test procedures or results, regardless of cause or of any concurrent or contributing fault or negligence of the Company.

### **3.7 COMMUNICATION SERVICES AND COMPANY EQUIPMENT**

To remain competitive, better serve our clients, and provide our employees with the best tools to do their jobs, the Company makes available to our workforce access to one or more

forms of communication services and equipment including, but not limited to: mail, electronic mail, courier services, facsimiles, telephone systems, voicemail systems, computer networks and files, on-line services, computer files, intranet, Internet, video equipment, pagers, cellular phones (including Internet, text, and camera-enabled "smart phones"), and bulletin boards. All Company communication services and equipment, including the messages transmitted or stored by them, are the sole property of the Company. The Company may access and monitor employee communications and files, including all electronic communications. Employees have no reasonable expectation of privacy when using Company services and equipment, including electronic services and equipment.

The Company expects employees to use these resources in a professional, ethical, and lawful manner. Examples of appropriate usage include, but are not limited to: (1) communicating with fellow employees, customers, prospects, and suppliers regarding business matters; (2) researching topics that are relevant to your specific job requirements; and (3) conducting other business activities as permitted by law or by the Company. Improper use of the Company's communication services and equipment may result in disciplinary action, up to and including termination.

Employees are prohibited from using the Company's communication services and equipment for any purpose that is illegal, including, but not limited to, the following:

- ▶ using Company communication services and equipment to access, transmit, retrieve, or store any communication that is:
  - discriminatory, harassing, or derogatory based on a protected characteristic;
  - obscene, sexually explicit, or pornographic;
  - physically threatening;
  - in violation of any license governing the use of software; or otherwise illegally downloading copyrighted software from the Internet. If an employee violates this policy by downloading copyrighted software, he or she shall assume full responsibility for his or her actions, and indemnify the Company accordingly;
  - otherwise illegal.
- ▶ downloading or using software or e-mail programs other than those specifically authorized by the Company;
- ▶ monitoring or intercepting the files or electronic communications of other employees or third parties;
- ▶ using the logins or passwords of other users;
- ▶ taking photographs or video, whether by camera phone or any other device, in areas such as restrooms, locker rooms, and other "private" places, regardless of whether or not subsequently disseminated to others; and/or

- ▶ using Company stationery or electronic forms for personal correspondence. Personal correspondence must not appear to be an official communication of the Company.

All files that are downloaded must first be scanned for possible infection. Any employee who knowingly tries to spread infected files or viruses will be subject to termination and/or criminal prosecution. All files and software lawfully downloaded through use of Company property themselves become the property of the Company.

### **3.8 SOCIAL MEDIA POLICY**

The Company understands that social media can be a fun and rewarding way to share your life and opinions with family, friends, and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established this policy related to appropriate use of social media:

*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 web site, social networking or affinity web site, 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 principles and guidelines found in the Company's policies apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow associates, or otherwise adversely affects employees, clients, vendors, and/or other people who work on behalf of the Company or the Company's legitimate business interests may result in disciplinary action, up to and including termination.

#### ***Know and Follow the Rules***

Carefully read this policy and ensure your postings are consistent with this policy, as well as the Harassment, Discrimination, and/or Retaliation policy. Inappropriate postings that may 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.

#### ***Be Respectful***

Always be fair and courteous to fellow employees, clients, vendors, or others who work on behalf of the Company. Also keep in mind that you are more likely to resolve work-related complaints by speaking directly with your immediate supervisor or manager, or by utilizing the Company's Open Door policy, than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as malicious, obscene, threatening, or intimidating; that

disparage employees, customers, vendors, and others; or that might constitute harassment or bullying. Examples of such conduct could include offensive posts meant to intentionally harm someone's reputation, or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion, or any other status protected by law or the Company's policies.

### ***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: 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, fellow employees, guests, clients, vendors, and/or people working on behalf of the Company or competitors.

### ***Post Only Appropriate and Respectful Content***

Employees must maintain the confidentiality of the Company's trade secrets and private or confidential information. Do not post internal reports, policies, procedures, or other internal business-related confidential communications.

Do not create a link from your blog, website, or other social networking site to the Company's website without identifying yourself as a Company employee.

Express only your personal opinions. Never represent yourself as a spokesperson for 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, and make it clear that your views do not represent those of the Company, other employees, guests, vendors, and/or people working on behalf of the Company. If you do publish a blog or post online related to the work you do or subjects associated with the Company, make it clear that you are not speaking on behalf of the Company. 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."

### ***Using Social Media at Work***

Refrain from using social media while on work time or on equipment we provide, unless it is work-related as authorized by management. Do not use the Company's e-mail addresses to register on social networks, blogs, or other online tools utilized for personal use.

### ***Retaliation is Prohibited***

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

The above policy should not be interpreted to restrict or interfere with any employee's federal or state labor law rights, free speech, or any whistleblower protections under federal or

state law. For any questions about this policy, or any matter related to web postings, please direct your questions to Human Resources at (806)-794-4025.

### **3.9 MEDIA POLICY**

The Company asks that you direct all media inquiries to the General Manager and to your supervisor for review and response. Such inquiries may include newspaper, TV and radio news requests, as well as requests for photographs to publish or otherwise share in any medium. This policy applies regardless of the inquiry topic, which may include general matters related to our business, products, services, or general Company or crisis information. Please note that filming requests (i.e., TV shows, movies, documentaries, and commercials) are also included within this policy and should be directed to the General Manager.

You should not represent yourself as a Company "official" or "spokesperson," or communicate with members of the media or in any public medium as a Company "official" or "spokesperson including online forums and newsgroups regarding matters that relate to the Company, our business, or our customers without express authorization from manager on duty.

Reporters or news crews who visit the Company unannounced who seek information about the Company, ask to speak with employees, or ask to photograph (or begin photographing anyone) should be politely referred to the manager on duty. Employees are not permitted to allow any film crew to film inside any Company premises without prior approval from manager on duty.

### **3.10 HYGIENE AND PERSONAL APPEARANCE STANDARDS**

Dress, grooming, and personal cleanliness standards contribute to a positive morale. During business hours, and at the start of their shifts, employees are expected to be clean, neat, and professional in appearance. Deodorant should be used and perfume, cologne or aftershave, while allowed, must be kept to a minimum. Additional guidelines include the following:

- ▶ extremes in design, fit, color, or material should be avoided;
- ▶ perfume, cologne and aftershave lotion should be used moderately or avoided altogether, as some individuals may be sensitive to strong fragrances;
- ▶ excessive makeup is not permitted;
- ▶ jewelry should not be functionally restrictive, dangerous to job performance or excessive;
- ▶ mustaches and beards must be clean, well-trimmed and neat;
- ▶ hair is expected to be clean, hairstyles are expected to be in good taste, and hair is expected to be above shoulder length and must be secured behind the shoulders;
- ▶ facial jewelry, such as eyebrow rings, nose rings, lip rings and tongue studs, must

not be worn during business hours;

- ▶ fingernails should be clean and trimmed; excessively long fingernails are prohibited;
- ▶ torn or soiled clothes are not acceptable; and
- ▶ BOH employees may not wear shorts.

Employees are also expected to meet specific uniform requirements, and may not wear their uniform shirts in the restaurant or bar when the employee is off duty, meaning not scheduled to work. Any employee who reports to work dressed inappropriately may be asked to leave work and to return after appropriate dress has been obtained, and the time spent at home changing may be unpaid. Employees who fail to observe the standards included herein may be subject to disciplinary action up to and including termination. The Company may make exceptions to this policy as a reasonable accommodation.

### **3.11 EMPLOYEE THEFT**

Theft of any kind will not be tolerated and may lead to termination of employment. For purposes of this policy, theft includes, but is not limited to:

- ▶ theft of company property, company goods, or personal belongings;
- ▶ failure to ring up merchandise delivered to a guest (sliding);
- ▶ consumption of goods or drinks without paying for it (grazing); and/or
- ▶ falsely inflating a guest check and/or adding gratuity to a bill without the approval of the guest and manager on duty.

### **3.12 CUSTOMER COMPLAINTS AND GRATUITY**

We strive to provide our guests with an excellent customer experience. If you receive a customer complaint, remain calm and polite, and immediately consult with your manager. Additionally, approaching a guest regarding the amount of gratuity is prohibited. Employees are also prohibited from altering or otherwise tampering with the amount of gratuity left (or not left) by a guest.

### **3.13 OFF-DUTY CONDUCT**

Employees are expected to comply with the following, off-duty conduct rules:

- ▶ employees are allowed to consume alcoholic beverages while in the restaurant as a guest only with the permission of the manager on duty;
- ▶ Employees may not consume more than four (4) alcoholic beverages per day at

the restaurant;

- ▶ employees may not redeem coupons for toys;
- ▶ employees may not play Midway games;
- ▶ employees are not allowed to sit in the bar area;
- ▶ employees must refrain from interfering with employees who are on the clock performing work duties; and
- ▶ bartenders' girlfriends or boyfriends are not allowed to sit at their bar.

### **3.14 COMPANY-ISSUED CREDIT CARDS**

Company credit cards are for business use only, and an employee who has been issued a company credit card shall not use it for personal charges without written pre-approval from management. Employees with company credit cards are not permitted to allow anyone else to use the credit card, and must immediately report to management if the credit card is lost or stolen, or if the employee believes the credit card number has been stolen.

## **4. BENEFITS, TIME OFF, AND LEAVE**

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### **4.1 HEALTH INSURANCE**

The Company offers health insurance to full-time employees after ninety (90) days of employment. For details, see your manager.

### **4.2 COMPANY HOLIDAYS**

The Company observes the following holidays each year:

Thanksgiving Day  
Christmas Day

The Company's restaurants are closed on the holidays identified above. Exempt employees will be paid for the holidays. Non-exempt employees will not be paid for the holidays.

### **4.3 JURY DUTY**

The Company encourages employees to fulfill their civic duties, and therefore provides unpaid leave for jury duty. We request you bring in a copy of your jury summons notice as soon as you receive it so that we may keep it on file. If you are called for jury duty during a particularly busy period, we may ask you to request a postponement. The Company will provide additional documentation in this regard if it is necessary to obtain such postponement. Jury duty

can last from one day to several months, or more. While serving on jury duty, you are expected to periodically call in to your immediate supervisor or manager to keep him or her apprised of your status. At the completion of jury duty, you are required to furnish evidence of service from the court.

#### **4.4 SUBPOENAS**

Any employee subpoenaed to appear as a witness in a civil or criminal matter will be permitted time off to appear. Employees will be granted a maximum of three (3) days of unpaid time off over any one (1) calendar year period to appear in court.

#### **4.5 VOTING**

The Company encourages all employees to vote. Because most polling facilities for elections for public office are scheduled to accommodate working voters, the Company requests that you schedule your voting for before or after your work shift. In the event of a scheduling conflict, you should notify your immediate supervisor or manager in advance so your schedule can be adjusted, if necessary and appropriate.

#### **4.6 MILITARY SERVICE**

The Company supports all employees requesting a leave of absence to meet their military obligations. Any employee who notifies the Company of the need to take military leave to meet military obligations shall be granted such leave, without pay, together with any other rights and entitlement provided by law. The Company requests the maximum amount of notice possible be given. All employees on military leave will be entitled to reinstatement in accordance with applicable laws and regulations under the Uniformed Services Employment and Reemployment Rights Act (USERRA).

#### **4.7 LACTATION BREAK**

The Company will provide a reasonable amount of break time to accommodate a female employee's need to express breast milk for the employee's infant child up until twelve (12) months of age. If possible, the break time should be taken concurrently with other break periods already provided. If this time does not run concurrently with normally scheduled rest periods, employees should clock out for this time and such time will be unpaid. The Company will also make a reasonable effort to provide the employee with the use of a room or other location in close proximity to the employee's work area for the employee to express milk in private.

Employees should notify their immediate supervisor if they are requesting time to express breast milk under this policy.

#### **4.8 BEREAVEMENT LEAVE**

Exempt employees are entitled to up to three (3) days of paid leave, and non-exempt employees are entitled to up to three (3) days of unpaid leave, to attend funeral or memorial

services for close family members, which are defined as parents, children, siblings, grandparents, aunts, and uncles.

#### **4.9 FAMILY AND MEDICAL LEAVE ACT LEAVE**

The Company grants periods of unpaid leave to employees who request time off for family or medical reasons in accordance with the federal Family and Medical Leave Act (FMLA). Under the FMLA, you may be eligible for a period of job-protected unpaid leave if you meet the criteria set forth in the FMLA. This policy contains a brief overview of the statutory criteria as well as the Company's own policies regarding FMLA leave. The provisions included herein are a summary of the entitlements and requirements under the FMLA.

##### ***General Eligibility***

To qualify for FMLA leave, you must have worked at the Company for at least twelve (12) months (not necessarily concurrently), must have worked at least 1,250 hours during the twelve (12) months preceding the leave, and must work at a location where the Company employs at least fifty (50) employees within a seventy-five (75) mile radius.

##### ***Types and Duration of FMLA Leave***

There are essentially three categories of FMLA leave under this policy – (1) Basic FMLA Leave (which includes family and medical leave), (2) Active Duty Leave; and (3) Military Caregiver Leave.

##### ***Basic FMLA Leave***

You may be eligible for up to twelve (12) weeks of unpaid leave in a rolling backward twelve (12) month period for the following reasons: (i) the birth of a child and to care for such child or placement for adoption or foster care of a child; (ii) to care for an immediate family member (spouse, child under 18 years old or 18 and over who is incapable of self-care, or parent) with a serious health condition; or (iii) because of a serious health condition which renders you unable to work.

##### ***Active Duty Leave***

You may also be eligible for up to twelve (12) weeks of unpaid leave in a rolling backward twelve (12) month period because of any qualifying exigency arising out of the fact that your spouse, son or daughter (of any age), or parent, defined as a covered service member, is on active duty (or has been notified of an impending call or order to active duty) in the National Guard or Reserves or is a retired member of the Armed Forces or Reserves and has been notified of an impending call or order to active duty in support of a contingency operation.

##### ***Military Caregiver Leave***

You may also take Military Caregiver Leave to care for a spouse, son or daughter (of any age), parent or next of kin who is a current member of the Armed Forces, including the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred in the line of duty on active duty. A covered service member has a serious

illness or injury for purposes of this paragraph if he or she is medically unfit to perform the duties of his or her office, grade, rank or rating. If you are eligible, you are entitled to a total of up to twenty-six (26) weeks of unpaid Military Caregiver Leave during a single 12-month period. This single twelve (12) month period begins on the first day you take Military Caregiver Leave and ends twelve (12) months after that date. The leave entitlement described in this paragraph applies on a per-covered service member, per-injury basis. However, no more than twenty-six (26) weeks of leave may be taken within a single twelve (12) month period by any covered employee. Even in circumstances where any employee takes other leave covered by the federal FMLA pursuant to the Basic FMLA Leave and in the Active Duty Leave sections above, the combined leave shall not exceed twenty-six (26) weeks during that twelve (12) month period.

### ***When Spouses Work Together***

A husband and wife, when both are eligible for FMLA leave and both work at the Company, are eligible for either up to a combined twelve (12) weeks of unpaid leave as discussed in the Basic FMLA Leave and Active Duty Leave sections above, or up to a combined twenty-six (26) weeks of unpaid leave as discussed in the Military Caregiver Leave section above.

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

If the leave is foreseeable (*e.g.* birth or placement, planned medical care, leave due to active duty of immediate family member), you must provide at least thirty (30) days' advance notice. If the need for leave is not foreseeable or circumstances prevent providing the thirty (30) day advance notice, then you should provide as much notice as practicable (generally, either the same or next business day). You must provide sufficient information for the Company to reasonably determine whether the FMLA may apply to the leave request. If you fail to give the required notice for foreseeable leave with no reasonable excuse, you may be denied the taking of the leave until you provide adequate notice of need for the leave. You should make every reasonable effort to schedule medical treatments so as not to disrupt the ongoing operations of the Company.

### ***Intermittent FMLA Leave***

Intermittent leave also may be available depending upon your serious health condition or your immediate family member's serious health condition. Military Caregiver Leave may be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable effort to schedule medical treatment so to minimize disruptions to business operations. Further, if the need for leave is foreseeable based on planned medical treatment, the Company reserves the right to transfer you temporarily to an alternate position with equivalent pay and benefits for which you are qualified, if the transfer better accommodates the requested leave.

### ***Initial Response***

Upon review of a leave request, the Company will respond to you with a Notice of Eligibility and Rights & Responsibilities, notifying you of your eligibility status and informing you of your rights and responsibilities, including responsibility to provide documentation supporting the leave request.

### ***Documentation Supporting FMLA Leave***

Your reason for the leave must be covered under the FMLA, and you must provide and complete the appropriate FMLA Certification of Health Care Provider Form supporting the need for the leave. A request for reasonable documentation of family relationship verifying the legitimacy of FMLA leave may also be required. Warriors will have fifteen (15) calendar days in which to return a completed Certification form following receipt of the form from the Company. If you fail to provide timely certification after being required to do so, the Company may deny your request for FMLA leave.

If the Certification form is incomplete or insufficient, you will be given written notification of the information needed and will have seven (7) calendar days after receiving such written notice to provide the necessary information. If there is reason to doubt the validity of the medical certification, a second opinion, at the expense of the Company, related to the health condition may be required. If the original certification and the second opinion differ, a third opinion, at the expense of the Company, may be required. The opinion of the third health care provider, which the Company and the employee jointly select, will be the final and binding decision. A request for Active Duty Leave must be supported by the Certification of Qualifying Exigency for Military Family Leave form as well as appropriate documentation, including the covered military member's active duty orders. A request for Military Caregiver Leave must be supported by the Certification for Serious Injury or Illness of Covered Service Member form as well as any necessary supporting documentation.

### ***Designation of Leave***

Upon review of the submitted documentation, the Company will provide you with a Designation Notice of whether the leave will be designated and will be counted as FMLA qualifying leave.

### ***Recertification***

Under certain circumstances as provided by law, including (but not limited to) situations in which the need or nature of the approved leave changes, the Company may, in its sole discretion, require recertification of your serious health condition. The Company may also request recertification every year in which FMLA leave is taken for any serious health condition that lasts longer than one (1) year. In these situations, you will have fifteen (15) days in which to provide, at your expense, a completed Recertification form.

### ***Substitution of Paid Leave***

FMLA leave is unpaid except in cases where paid leave balances are available. You are required to use paid leave, if any, concurrently with unpaid FMLA leave time. You may use any available paid leave during the FMLA qualifying leave. Any substituted paid time will run concurrently with, and be applied against, the twelve (12) week or twenty-six (26) week maximum. After paid leave finishes running, the remainder of the leave will be unpaid. If leave is taken in excess of the weeks for which you are eligible, you will not be assured a position with the Company upon your return.

### ***Fitness for Duty Certification Requirement***

For all persons returning from FMLA leave, the Company requires a fitness for duty certification that addresses your ability to perform the essential functions of your job.

### ***Job Restoration***

Upon your return from FMLA leave, you will generally be restored to your original position, or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment. With limited exceptions, your use of FMLA leave generally should not result in the loss of any employment benefit earned or accrued before using FMLA leave, nor be counted against you under a “no fault” attendance policy. If a bonus or other payment, however, is based on the achievement of a specified goal such as hours worked, products sold, or perfect attendance, and you have not met the goal due to FMLA leave, payment may be denied unless it is paid to any employee on equivalent leave status for a reason that does not qualify as FMLA leave. If you are unable to return to work at the conclusion of eligible FMLA leave, you may be terminated consistent with the Company’s absenteeism/attendance policy barring other legal or practical considerations.

### ***Benefits During FMLA Leave***

During the approved FMLA leave, your coverage under the Company’s benefits, if any, including health insurance, will continue, but you will be required to continue to pay your portion of any applicable premiums as if you had not taken leave and failure to do so may result in loss of coverage pursuant to law. If you fail to return to work for at least thirty (30) days after expiration of the leave, the Company reserves its right to recover premiums paid, if any, to maintain your coverage, if any, during the leave period as allowed by applicable law.

### ***Forms and Questions***

Contact Human Resources (806) 794-4025 for additional information regarding FMLA leave, including applicable forms for your use.

## **5. SEPARATION FROM EMPLOYMENT**

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### **5.1 RESIGNATION**

In the event that you choose to resign your involvement with the Company, we ask that you give at least two (2) weeks’ written notice. The letter of resignation should state fully the reason(s) for leaving and should be turned in to your immediate supervisor. Except in unusual circumstances, a resignation with less than two (2) weeks’ prior written notice may disqualify you from future hiring consideration by the Company.

### **5.2 RE-EMPLOYMENT**

If you resign under favorable conditions, you may be eligible, at the Company’s sole discretion, for re-employment with the Company at a later date. Upon re-employment, however,

you will not receive credit for your previous employment with the Company for purposes of seniority or benefits eligibility unless otherwise required by law.

### **5.3 EXIT INTERVIEWS**

The Company may request that you participate in an exit interview upon your separation from employment for any reason.

### **5.4 FINAL PAYCHECKS**

Employees are not paid severance pay upon their separation from employment. Any employee who resigns or otherwise leaves his or her employment voluntarily will be paid his or her final pay on the next regularly-scheduled payday following the effective date of the resignation. Any employee who is discharged will receive his or her final paycheck within six (6) calendar days from the date of discharge.

### **5.5 RETURN OF COMPANY PROPERTY**

Should your employment with Company cease for any reason, you are required to return all Company property, including, without limitation: credit cards; equipment; documents; files; computers; vehicles; etc. this must be coordinated with your supervisor in advance of your last day of employment.

### **5.6 REFERENCES**

At its sole discretion, the Company will provide neutral references for employees who separate their employment with the Company. The neutral reference will include confirmation of employment dates and position only. Employees should not provide business references for former employees. Any requests for business references should be directed to Human Resources at (806) 794-4025.

## **6. MISCELLANEOUS POLICIES**

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### **6.1 REGISTERED/LICENSED/CERTIFIED EMPLOYEES**

Your job with the Company may require that you obtain and maintain certain licensures or certifications, and it is your responsibility to pay for these requirements and keep them current. Upon hire and with each renewal, registered, licensed, or certified employees will be required to provide proof of their status to the Human Resources Department, along with a copy of the license/certification to be maintained in your personnel file. Failure to maintain appropriate licensures/certifications is grounds for disciplinary action, up to and including termination.

### **6.2 MAIL**

Employees should not use the Company's address for receiving personal mail.

### **6.3 LOST & FOUND**

If you lose or find an article, you must immediately report it to the manager on duty, and lost property must be turned in to the manager on duty. If a guest returns to claim lost property, notify the manager on duty immediately. For the lost item to be claimed, you must see a driver's license or other form of picture identification. If this identification is in the item, ask the customer to present the I.D. when the item is returned.

If you have reason to suspect theft, contact the manager on duty as soon as possible. The Company cannot accept responsibility for articles lost or found, either by you or by a customer.

### **6.4 EMPLOYEE DISCOUNT POLICIES**

All Company employees receive 30% off any food item any time during their employment. Each employee may have up to one (1) guest and receive the 30% discount off of the entire ticket, excluding alcohol. BOH employees receive 100% comp meals, excluding alcohol, one (1) hour prior to or one (1) hour after each scheduled shift worked pursuant to Company limits. Employee meals may not be taken to go without the manager on duty's approval, and employees who are given comp meals may not give them away. Any leftover food or kitchen scraps will be discarded and should never be taken out of the building.

All employee discounts must be signed by the employee. A beverage must be rung up with ALL employee meals. All guest/customer comps must be labeled and signed by the manager on duty and have an explanation.

### **6.5 EMPLOYMENT OF RELATIVES**

To maintain objectivity and avoid the potential for family relationships to influence business decisions, the Company will not employ relatives in a direct reporting relationship. For purposes of this policy, relatives are defined as parents, spouses, children, stepchildren, siblings, aunts, uncles, grandparents, grandchildren, parents-in-law, brother-in-law, sisters-in-law, daughters-in-law and sons-in-law. Other relationships may be reviewed as necessary.

Relatives will be considered for employment with the Company only after undergoing review by the Human Resources Department and receiving approval. If problems with nepotism arise, a change in reporting relationship or transfer will be recommended. If such a transfer or change is not possible, or if the transfer or change does not foster the desired results, resignation of one of the relatives will be required. Other considerations may apply when relatives are employed at same level positions where a conflict of interest may exist or potentially exist.

### **6.6 COUNTERFEIT MONEY**

In accordance with their training, employees are expected to make all reasonable efforts to identify counterfeit money during their shifts and to prevent its use. Any employee who fails to comply with this policy may be subject to disciplinary action, up to and including termination of employment.

## **6.7 CORPORATE KEYS**

Management-level employees are provided with keys to access the restaurants, and are prohibited from making duplicate keys or loaning them to anyone for use or duplication without prior written authorization from management. Employees with restaurant keys are expected to safeguard the keys at all times, and must immediately report lost or stolen keys to their manager. All keys must be returned to the Company upon request or upon the termination of employment for any reason.

## **6.8 COMPANY VEHICLES/USE OF PERSONAL VEHICLES FOR COMPANY BUSINESS**

The following rules apply to employees who drive company vehicles (such as the catering van) and/or who drive their personal vehicles for company business:

- ▶ valid insurance must be maintained at all times, and proof of insurance must be maintained in the vehicle;
- ▶ any and all accidents, vehicle damage, traffic tickets, and citations, no matter how minor, must be immediately reported to management;
- ▶ vehicles must be maintained in good working order;
- ▶ employees may not run personal errands or transport non-employees in personal or company vehicles while driving on company business;
- ▶ employees shall maintain a valid driver's license, and shall immediately inform management if their driver's license is suspended or revoked or any reason;
- ▶ employees must immediately report any DWIs to management;
- ▶ employees must advise management if they have reason to believe that a company vehicle requires maintenance of any kind; and
- ▶ employees may not talk on cellphones or text while driving on company business. A hands-free device is acceptable.

**ACKNOWLEDGMENT OF EMPLOYEE HANDBOOK**

I acknowledge that I have access to and have read and understand the contents of the Company’s Employee Handbook. I understand that the policies and procedures contained within this Handbook are subject to revision or revocation, at any time and for any reason deemed necessary by management. I further understand that I am personally responsible for remaining knowledgeable about and abiding by the contents of this Handbook and all other posted or publicized policies and procedures.

I understand that my compliance with this Handbook and other policies and procedures is a condition of my continued employment or association with the Company, and that any violation of the policies and procedures contained in this Handbook may result in disciplinary action at the discretion of the Company, including possible termination of employment. I understand that neither the statements in this Handbook nor this Acknowledgment constitutes a contractual obligation, express or implied, on the part of the Company pertaining to any portion of this Handbook or any aspect of my employment.

The at-will employment status of my employment cannot be altered by any verbal statement or alleged verbal agreement. It can only be changed by a legally binding, written contract covering employment status. An example of this would be a written employment agreement for a specific duration of time.

I have read the foregoing and have had an opportunity to ask any questions I may have. I further understand that if I have any questions about the interpretation or application of any policies contained in this Handbook, I should direct these questions to Human Resources at (806) 794-4025.

\_\_\_\_\_  
**Employee Name**

\_\_\_\_\_  
**Employee Signature**

\_\_\_\_\_  
**Date**

**PLEASE SIGN AND DATE THIS NOTICE AND RETURN IT  
TO YOUR IMMEDIATE SUPERVISOR OR MANAGER  
FOR YOUR FILE**